FRECKLE LTD.

NOTICE OF MEETING

and

MANAGEMENT INFORMATION CIRCULAR

for the Annual General and Special Meeting of Shareholders

to be held virtually as a result of COVID-19 on

May 25, 2020

at 10:00 a.m. (Toronto time)

DATED: April 23, 2020

FRECKLE LTD.

Suite 400, 409 King Street West, Toronto, Ontario M5V 1K1

Notice of Annual General and Special Meeting of Shareholders of Freckle Ltd.

To be held virtually on May 25, 2020 at 10:00 a.m. (Toronto time)

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the "**Meeting**") of holders of class A common preferred shares ("**Shareholders**") of Freckle Ltd. (the "**Company**" or "**Freckle**") will be held virtually (further details provided below) on May 25, 2020 at 10:00 a.m. (Toronto time) for the following purposes:

1. To consider and, if deemed advisable, to pass, with or without variation, a special resolution (the "**Sale Resolution**"), the full text of which is set forth in Appendix A of the management information circular of the Company (the "**Circular**"), authorizing and approving the sale of all or substantially all of the property of the Company in accordance with Subsection 184(3) of the Business Corporations Act (Ontario) (the "**OBCA**"), all as more particularly described in the Circular (the "**Proposed Transaction**"). See "The Proposed Transaction" in the Circular.

2. To consider and, if deemed advisable, to pass, with or without variation, a special resolution authorizing and approving an amendment to the Company's articles to effect a name change of the Company to "Killi Ltd." or such other name as is authorized by the Board (as defined herein), acceptable to the TSX Venture Exchange and applicable regulatory authorities, as more particularly described in the Circular. See "Name Change" in the Circular.

3. To consider and, if deemed advisable, to pass, with or without variation, a special resolution authorizing and approving an amendment to the Company's articles to effect a consolidation of the Company's issued and outstanding class A common preferred shares (each a "**Common Share**" and collectively, the "**Common Shares**") at a ratio to be determined by the directors of the Company between the range of 3:1 and 10:1, as more particularly described in the Circular. See "Consolidation" in the Circular.

4. To receive and consider the audited financial statements of the Company for the financial year ended December 31, 2019, together with the auditor's report thereon. See "Report and Financial Statements" in the Circular.

5. To elect the board of directors of the Company (the "**Board**") to hold office until the next annual meeting of the Shareholders of Common Shares or until their successors are elected or appointed. See "Election of Directors" in the Circular.

6. To appoint MNP LLP, as auditor of the Company for the ensuing year and to authorize the Board to fix the auditor's remuneration. See "Appointment of Auditor" in the Circular.

7. To approve amendments to the Company's existing stock option plan (the "**Option Plan**") related to: (i) the termination and exercise of any options granted under the Option Plan (each an "**Option**" and collectively, the "**Options**") in the event that the Option holder ceases to be a director, officer, consultant, employee of the Company or its subsidiaries or employee of a person or company which provides management services to the Company or its subsidiaries for any reason (other than death); (ii) the termination and exercise of any Options granted under the Option Plan in the event of the death of the Option holder; (iii) the board of directors' ability to amend the expiry date of any Option and (iv) the governing law of the Option Plan, each as more particularly described in the Circular. See "Amendment of Stock Option Plan" in the Circular.

8. To consider and, if thought fit, pass an ordinary resolution of disinterested shareholders to reprice previously granted Options to certain insiders of the Company, as required by the terms of the Company's stock option plan and the policies of the TSX Venture Exchange, as more particularly described in the Circular. See "Reprice of Certain Stock Options Existing Under the Amended Option Plan" in the Circular.

9. To transact such other business as may properly be brought before the Meeting or any adjournment or postponement thereof.

The specific details of the foregoing matters to be put before the Meeting are set forth in the Circular, a copy of which is available at https://killi.io/about-us/ and on the Company's SEDAR profile at www.sedar.com. **The board of directors of the Company (the "Board") recommends that Shareholders vote in FAVOUR of the resolutions approving the above actions.**

The Board has fixed the close of business on April 14, 2020 as the record date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting and any adjournments or postponements thereof. Only Shareholders whose names have been entered in the register of Shareholders at the close of business on that date will be entitled to receive notice of and to vote at the Meeting.

After taking into account recent Provincial and Federal guidance regarding public gatherings and social distancing due to the COVID-19 pandemic, the Company has elected to hold the Meeting virtually, allowing Shareholders to attend and participate at the Meeting by dialing into or clicking the link below to a live webcast. This serves to proactively protect the health and wellbeing of the Company's shareholders, management, directors and service partners, while permitting and encouraging shareholder participation at the Meeting. In order to streamline the Meeting process, the Company encourages Shareholders to vote in advance of the Meeting using the voting instruction form or the form of proxy mailed to them with the Meeting materials and submitting them by no later than **10:00 (Toronto Time) on Thursday, May 21, 2020**, the cut-off time for deposit of proxies prior to the Meeting. Shareholders wishing to attend the Meeting are encouraged to do so by logging into the webcast or calling the number below, and instructions will be provided as to how Shareholders entitled to vote at the Meeting may participate and vote.

Details of the Meeting

Date: May 25, 2020

Time: 10:00am (Toronto Time)

Telephone Access:

Canada:
+1-855-703-8985 Canada Toll-free
+1-647-374-4685 Canada Local

US:
+1-888-475-4499 US Toll-free
+1-877-853-5257 US Toll-free

Meeting ID: 742-7031-2307

To Register in Advance:
https://us04web.zoom.us/meeting/register/upAvcOmrrzkpGtMzQudKvPDYIA8F6V4AprMz

To Access the Virtual Meeting:
The URL for the Virtual Meeting will be provided to Shareholders who register using the link provided above.

Registered Shareholders who are unable to attend the Meeting in person are requested to complete, date and sign the enclosed form of proxy and send it in the enclosed envelope or otherwise to the Company's transfer agent, Computershare Investor Services Inc. ("**Computershare**"), in accordance with the instructions set forth in the Circular and in the enclosed form of proxy. Electronic voting is also available for this Meeting through www.investorvote.com and telephone voting is available. Votes cast electronically or by telephone are in all respects equivalent to, and will be treated in the exact same manner as, votes cast via a paper form of proxy. Further details on the electronic voting process are provided in the form of proxy. Non-registered Shareholders who receive these materials through their broker or other intermediary should complete and send the voting instruction form in accordance with the instructions provided by their broker or intermediary. To be effective, a proxy must be received by Computershare not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Meeting, or any adjournment thereof. Late proxies may be accepted or rejected by the Chairman of the Meeting in his discretion, and the Chairman is under no obligation to accept or reject any particular late proxy.

Pursuant to section 185 of the OBCA, registered Shareholders are entitled to exercise rights of dissent in respect of the Proposed Transaction and, if the Proposed Transaction becomes effective, to be paid the fair value for such holder's Common Shares. Shareholders wishing to dissent with respect to the Proposed Transaction must send a written objection to the registered office of the Company, addressed to Freckle Ltd., Suite 400, 409 King Street West, Toronto, Ontario M5V 1K1, Attention: Chief Executive Officer, at or prior to the time of the Meeting in order to be effective. **Persons who are beneficial owners of Common Shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent should be aware that only registered Shareholders are entitled to dissent**. Accordingly, a beneficial owner of Common Shares desiring to dissent should make arrangements for the registered holder of his, her or its Common Shares to dissent on his, her or its behalf. Alternatively, a beneficial owner of Common Shares desiring to dissent directly should make arrangements for the Common Shares beneficially owned by such person to be re-registered in his, her or its name prior to the time the written objection to the Proposed Transaction is required to be received by the Company. See *"**Summary of Dissent Rights**"* in the Circular for a description of a Shareholder's right to dissent to the Proposed Transaction. **Failure to strictly comply with the requirements set forth in section 185 of the OBCA may result in the loss of any right of dissent.**

Dated the 23rd day of April, 2020.

BY ORDER OF THE BOARD OF DIRECTORS OF FRECKLE LTD.

*"**Neil Sweeney**"*

Neil Sweeney, Chief Executive Officer, Director and Chairman

FRECKLE LTD.

Management Information Circular
for the
Annual General and Special Meeting of Shareholders
to be held on
May 25, 2020

1. General Information For The Meeting

1.1 General

This management information circular (the "**Circular**") is furnished in connection with the solicitation, by or on behalf of the management ("**Management**") of Freckle Ltd. (the "**Company**" or "**Freckle**"), of proxies for use at the Company's annual general and special meeting (the "**Meeting**") of the holders (collectively, the "**Shareholders**", or individually, a "**Shareholder**") of class A common preferred shares (the "**Common Shares**") of the Company to be held virtually (further details provided below) on May 25, 2020 and for the purposes set forth below or at any adjournment thereof for the purposes set out in the accompanying notice of meeting (the "**Notice**").

Except to the extent otherwise stated herein, all information set forth herein is given as April 14, 2020. Unless otherwise specified, all dollar amounts set forth herein are stated in Canadian dollars. Information set forth herein as to shareholdings is based upon information supplied by the respective persons holding such Common Shares.

1.2 Virtual Meeting

After taking into account recent Provincial and Federal guidance regarding public gatherings and social distancing due to the COVID-19 pandemic, the Company has elected to hold the Meeting virtually, allowing Shareholders to attend and participate at the Meeting by dialing into or clicking the link below to a live webcast. This serves to proactively protect the health and wellbeing of the Company's shareholders, management, directors and service partners, while permitting and encouraging shareholder participation at the Meeting.

In order to streamline the Meeting process, the Company encourages Shareholders to vote in advance of the Meeting using the voting instruction form or the form of proxy mailed to them with the Meeting materials and submitting them by no later than **10:00am (Toronto Time) on Thursday, May 21, 2020**, the cut-off time for deposit of proxies prior to the Meeting. Shareholders wishing to attend the Meeting are encouraged to do so by logging into the webcast or calling the number below, and instructions will be provided as to how Shareholders entitled to vote at the Meeting may participate and vote.

Details of the Meeting

Date: May 25, 2020

Time: 10:00am (Toronto Time)

Telephone Access:

Canada:
+1-855-703-8985 Canada Toll-free
+1-647-374-4685 Canada Local

US:
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+1-877-853-5257 US Toll-free

To Register in Advance:

https://us04web.zoom.us/meeting/register/upAvcOmrrzkpGtMzQudKvPDYIA8F6V4AprMz

To Access the Virtual Meeting:

The URL for the Virtual Meeting will be provided to Shareholders who register using the link provided above.

1.3 Solicitation of Proxies

The enclosed proxy is being solicited by Management for use at the Meeting. Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone, facsimile or other means of communication by the officers, directors and employees of the Company, none of whom will be specifically remunerated therefor. The cost of any such solicitation will be borne by the Company.

There is enclosed with this Circular a proxy form for use at the Meeting, and a supplementary mailing list return card to be used to request inclusion on the Company's supplementary mailing list for its annual and interim financial statements. Each registered Shareholder ("**Registered Shareholder**") of record at the close of business on April 14, 2020 is entitled to attend the Meeting and vote either in person or by proxy.

In accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), arrangements have been made with intermediaries (collectively, the "**Intermediaries**", or individually, an "**Intermediary**") or their nominees (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered Registered Retirement Savings Plans, Registered Retirement Income Funds, Registered Education Savings Plans and similar plans) to forward proxy-related materials to the Objecting Beneficial Shareholders (as defined below) whose Common Shares are held by or in custody of such Intermediaries. Such Intermediaries are required to forward such documents to Objecting Beneficial Shareholders unless an Objecting Beneficial Shareholder has waived the right to receive them. The Company does not intend to pay for Intermediaries to forward proxy-related materials to Objecting Beneficial Shareholders and, therefore, Objecting Beneficial Shareholders will not receive these materials unless the Objecting Beneficial Shareholder's Intermediary assumes the cost of delivery. The Company is sending the proxy-related materials directly to Non-Objecting Beneficial Shareholders (as defined below), through the services of its transfer agent and registrar, Computershare Investor Services Inc. ("**Computershare**").

All references to Shareholders in this Circular, the accompanying instrument of proxy and the Notice are to Registered Shareholders unless specifically noted otherwise.

1.4 Appointment and Revocation of Proxies

The individuals named as proxyholders in the instrument of proxy accompanying this Circular are directors and/or officers of the Company. **A Shareholder who wishes to appoint another person (who need not be a Shareholder) as his or her representative at the Meeting may do so by either (a) crossing out the names of the designated proxyholders and printing the other person's name in the blank space provided; or (b) completing another valid instrument of proxy**. In either case, the completed instrument of proxy must be delivered to Computershare at the place and within the time limits specified herein for the deposit of proxies. A Shareholder who appoints a proxy who is someone other than the designated proxyholders should notify the designated proxyholder(s), obtain his or her consent to act as proxy, and provide instructions on how the Shareholder's Common Shares are to be voted. The nominee should bring personal identification to the Meeting. In all cases, the instrument of proxy should be dated and executed by a Shareholder or an attorney duly authorized in writing (with proof of such authorization attached, in the case where an appointed attorney has executed the instrument of proxy).

An instrument of proxy will not be valid for the Meeting or any adjournment thereof unless it is completed and delivered to the Company, c/o Computershare Investor Services Inc., by fax within North America at 1-866-249-7774, outside North America at 1-416-263-9524, or by mail or hand delivery to either 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 or 2nd Floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9, not less than 48 hours before the time for holding the Meeting or any adjournment thereof, excluding Saturdays, Sundays and other holidays. Electronic voting is also available for this Meeting through www.investorvote.com and telephone voting is available. Votes cast electronically or by telephone are in all respects equivalent to, and will be treated in the exact same manner as, votes cast via a paper form of proxy. Further details on telephone and electronic voting are provided in the enclosed form of proxy.

In addition to revocation in any other manner permitted by law, a Shareholder who has given a proxy may revoke it, any time before it is exercised, by (i) delivering another properly executed form of proxy bearing a later date and depositing it with Computershare not less than 48 hours before the time for holding the Meeting or any adjournment thereof, excluding Saturdays, Sundays and other holidays, or (ii) delivering an instrument in writing revoking the proxy executed by such Shareholder or by his or her attorney authorized in writing and deposited either at the registered office of the Company or at the offices of Computershare at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used, or with the Chair of the Meeting on the day of the Meeting or any adjournment thereof.

1.5 Voting of Proxies

The persons named in the enclosed form of proxy have been selected by the directors of the Company and have indicated their willingness to represent Shareholders that appoint them as proxy. Each Shareholder may instruct his or her proxy how to vote his or her Common Shares by completing the blanks on the proxy form.

Common Shares represented by properly executed proxy forms in favour of the person designated on the enclosed proxy form will be voted or withheld from voting in accordance with the instructions given on the proxy forms and if a Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. In the absence of such instructions, such Common Shares **WILL BE VOTED FOR THE APPROVAL OF THE RESOLUTIONS IN THIS CIRCULAR**.

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments and variations to matters identified in the Notice and with respect to any other matters which may properly come before the Meeting. As of the date hereof, to the knowledge of the board of directors of the Company (the "**Board**") and Management, the only matters to be brought before the Meeting are those set out in the accompanying Notice and more particularly detailed below. **However, if other matters, which are not known to Management, should properly come before the Meeting, the accompanying proxy will be voted on such matters in accordance with the best judgment of the persons voting the proxy.**

1.6 Advice to Beneficial Shareholders

The information set forth in this section is of significant importance to Shareholders who do not hold their Common Shares in their own name. Shareholders who do not hold their Common Shares in their own name ("**Beneficial Shareholders**") should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in such Shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities), which acts as a nominee for many Canadian brokerage firms, and in the United States, under the name of Cede & Co., as a nominee for the Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks). Common Shares held by brokers or their nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, brokers/nominees are prohibited from voting Common Shares for their clients.

The directors and officers of the Company do not know for whose benefit the Common Shares registered in the name of CDS & Co. or Cede & Co. are held.

Applicable regulatory policy requires Intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. Often the form of proxy supplied to a Beneficial Shareholder by its Intermediary is identical to the form of proxy provided by the Company to the Intermediaries. However, its purpose is limited to instructing the Intermediary how to vote on behalf of the Beneficial Shareholder. The majority of Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails the voting instruction forms ("**VIFs**") or proxy forms to the Beneficial Shareholders and asks the Beneficial Shareholders to return the VIFs or proxy forms to Broadridge. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. A Beneficial Shareholder receiving a VIF from Broadridge cannot use that proxy to vote Common Shares directly at the Meeting. The VIF must be returned to Broadridge well in advance of the Meeting in order to have the Common Shares voted. If you have any questions respecting the voting of Common Shares held through a broker or other Intermediary, please contact the broker or other Intermediary for assistance.

1.7 Note to Non-Objecting Beneficial Shareholders

Beneficial Shareholders fall into two categories – those who object to their identity being made known to the issuers of securities which they own (the "**Objecting Beneficial Shareholders**") and those who do not object to their identity being made known to the issuers of the securities they own (the "**Non-Objecting Beneficial Shareholders**"). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their Non-Objecting Beneficial Shareholders from Intermediaries via their transfer agent in order to distribute proxy-related materials directly to such Non-Objecting Beneficial Shareholders. The Company is taking advantage of those provisions of NI 54-101, which permit the Company to deliver proxy related materials directly to Non-Objecting Beneficial Shareholders.

If you are a Non-Objecting Beneficial Shareholder, and the Company or its agent has sent the Meeting materials directly to you, your name and address and information about your holdings of Common Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding the Common Shares on your behalf.

By choosing to send the Meeting materials to you directly, the Company (and not the Intermediary holding the Common Shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your VIF as specified therein.

A Beneficial Shareholder may revoke a VIF or a waiver of the right to receive materials and to vote which has been given to an Intermediary at any time by written notice to the Intermediary provided that an Intermediary is not required to act on a revocation of a VIF or of a waiver of the right to receive materials and to vote, which is not received by the Intermediary at least seven days prior to the Meeting.

1.8 Interest of Certain Persons or Companies in Matters to be Acted Upon

No (a) director or executive officer of the Company; (b) proposed nominee for election as a director of the Company; or (c) associate or affiliate of a person in (a) or (b) has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than: (a) the proposed directors have an interest in the election of directors and (b) the directors and executive officers of the Company having an interest in the resolution regarding the repricing of certain stock options granted under the Company's stock option plan.

1.9 Voting Securities and Principal Holders Thereof

The Company has fixed the close of business on April 14, 2020, as the record date (the "**Record Date**") for the purposes of determining Shareholders entitled to receive the Notice and vote at the Meeting. Shareholders of record at the close of business on the Record Date will be entitled to vote in person or by proxy at the Meeting or at any adjournment or postponement thereof (subject, in the case of voting by proxy, to the timely deposit of a properly completed, signed and dated proxy with Computershare as specified herein and in the Notice).

The authorized capital of the Company consists of an unlimited number of Common Shares, of which 216,521,909 Common Shares are issued as at the Record Date. Each Common Share carries the right to one vote per Common Share. No other voting securities are issued and outstanding as of the Record Date.

The by-laws of the Company provide that a quorum of shareholders is present at a meeting of Shareholders of the Company if at least two (2) persons are present at the meeting, each being a Shareholder entitled to vote thereat or a duly appointed proxyholder or representative for a Shareholder so entitled. **Pursuant to the Company's by-laws and**

<u>Section 94(2) of the OBCA, the Company is permitted to hold the Meeting through electronic means, in which case, a shareholder who participates through electronic means will be deemed to be present at the Meeting. In light of the conditions caused by the spread of COVID-19 and after careful consideration, the Company has decided to hold the Meeting virtually in order to best protect its shareholders and to provide shareholders with a forum to communicate with Management at the Meeting.</u>

All holders of Common Shares of record at the close of business on the Record Date are entitled to vote the Common Shares registered in such Shareholder's name at that date on each matter to be acted upon at the Meeting. The failure of any Shareholder to receive a copy of the Notice does not deprive a Shareholder of the right to vote at the Meeting.

To the knowledge of Management and the directors of the Company, as at the Record Date, no person beneficially owns, or controls or directs, directly or indirectly, more than ten percent (10%) of the issued and outstanding Common Shares, other than:

Name	**Number of Common Shares[(1)] Held**	**Percentage of Common Shares issued and Outstanding**
Neil Sweeney	144,247,350[(2)(3)]	66.6%

(1) The information as to Common Shares beneficially owned, or over which control or direction is exercised, directly or indirectly, not being within the knowledge of the Company, is based on filings made by the shareholder through the System for Electronic Disclosure by Insiders, also known as "**SEDI.**"

(2) Neil Sweeney, the Chief Executive Officer directly and indirectly is the beneficial owner of: (i) 99,000,000 Common Shares which are registered to Sweeney Oriole Trust ("**Oriole Trust**"), a trust of which Neil Sweeney, Susan Sweeney and Sinead Sweeney are the beneficiaries and Thecla Sweeney is the trustee; (ii) 44,247,350 Common Shares which are registered to Sweeney Data Equity Holdco Inc. ("**Data Equity Holdco**"), a corporation of which Neil Sweeney owns 1,187,500 Class A Preference Shares and 100 Class V Preference Shares, and Oriole Trust holds 100,000 Class A Common Shares; (iii) 1,000,000 Common Shares which are registered to Mr. Sweeney; and (iv) 50,000 options to purchase Common Shares which are registered to Mr. Sweeney.

1.10 Statement Regarding Forward-Looking Information

Certain statements and information contained herein are not based on historical facts and constitute forward-looking information and forward-looking statements, within the meaning of Canadian securities laws, that are based on expectations, estimates and projections as at the date of this Circular. Forward-looking information is often identified by the words "**may**", "**would**", "**could**", "**should**", "**will**", "**intend**", "**plan**", "**anticipate**", "**believe**", "**estimate**", "**expect**" or similar expressions and includes, among others, information regarding: expectations regarding whether the Proposed Transaction (as defined herein), the Name Change (as defined herein), and the Consolidation (as defined herein) will be completed, including whether conditions, including shareholder and regulatory approvals, to the Proposed Transaction, the Name Change and the Consolidation will be satisfied, or the timing for completing the Proposed Transaction, the Name Change and the Consolidation; expectations for the effects of the Proposed Transaction, the Name Change and the Consolidation and the potential benefits of the Proposed Transaction, the Name Change and the Consolidation; statements relating to the business and future activities of, and developments related, to the Company after the date of this Circular and prior to closing of the Proposed Transaction; expectations for other economic, business, regulatory and/or competitive factors related to the Company generally, including but not limited to the effects caused by COVID-19; and other events or conditions that may occur in the future.

Investors are cautioned that forward-looking information is not based on historical facts but instead reflect Management's expectations, estimates or projections concerning future results or events based on the opinions, assumptions and estimates of Management considered reasonable at the date the statements are made. Although the Company believes that the expectations reflected in such forward-looking information are reasonable, such information involves risks and uncertainties, and undue reliance should not be placed on such information, as unknown or unpredictable factors could have material adverse effects on future results, performance or achievements of the Company. Among the key factors that could cause actual results to differ materially from those projected in the forward-looking information are the following: the ability to complete the Proposed Transaction, the Name Change and the Consolidation; the ability to obtain requisite shareholder and regulatory approvals for the Name Change and the Consolidation; the ability to obtain requisite shareholder and regulatory approvals and the satisfaction of other conditions to the Proposed Transaction on the proposed terms and schedule; the Asset Purchase Agreement may be terminated in certain circumstances; the potential impact of the Proposed Transaction on relationships, including with regulatory bodies, employees, suppliers, customers and competitors; changes in general economic, business and political conditions, including changes in the financial, foreign exchange and commodity markets caused by the spread of COVID-19; changes in applicable laws; compliance with extensive government regulation, including obtaining government approvals; and the diversion of Management's time on the Proposed Transaction, the Name Change and the Consolidation.

This forward-looking information may be affected by risks and uncertainties in the business of the Company and market conditions. Some of the important risks and uncertainties that could affect forward-looking information are described further under the heading "**Risks Factors**" in this Circular and in the Company's audited financial statements and related management's discussion and analysis for the financial year ended December 31, 2019 filed with the securities regulatory authorities in certain provinces of Canada and available at www.sedar.com.

Although the Company has attempted to identify important risks, uncertainties and factors which could cause actual results to differ materially, there may be others that cause results not to be as anticipated, estimated or intended. Should one or more of these risks or uncertainties materialize, or should assumptions underlying the forward-looking information prove incorrect, actual results may vary materially from those described herein as intended, planned, anticipated, believed, estimated or expected. Accordingly, readers should not place undue reliance on forward-looking information. This forward-looking information is made as of the date of this Circular. The Company does not intend, and does not assume any obligation, to update this forward-looking information except as otherwise required by applicable law.

2. THE PROPOSED TRANSACTION

2.1 Summary

The Company was incorporated under the Business Corporations Act (Alberta) on January 14, 1997. Prior to the Amalgamation (as defined herein), the Company was known as Knol Resources Corp. On April 29, 2019, the Company entered into an amalgamation agreement among the Company, Freckle IoT Ltd. and 2690134 Ontario Limited (the "**Amalgamation Agreement**"). Pursuant to the Amalgamation Agreement, the Company and Freckle IoT Ltd. agreed to combine their businesses by completing a three cornered amalgamation (the "**Amalgamation**"). In connection with the Amalgamation, the Company continued under the Business Corporations Act (Ontario) (the "**OBCA**"), which became effective as of June 12, 2019 and changed its name to Freckle Ltd. **For more information on the Amalgamation, please see the Company's filing statement dated June 13, 2019, a copy of which can be found on the Company's SEDAR profile.**

The Company is a global data company with two lines of business: (i) an offline attribution business that serves over 100 customers and provides its customers the ability to measure the effectiveness of ad campaigns by delivering full ad attribution metrics to show advertisers precisely which ads were effective in driving consumer action (the "**OA Business**"), and (ii) a rapidly growing data business that allows consumers to take back control of their personal data and sell it should they choose to (the "**Killi Business**").

The Killi Business has developed a consumer-facing product called '**Killi™**,' which is a product through which users are able to amalgamate and sell their data. Killi™ allows users to 'opt in' and select specific pieces of personal information that they would like to share with third party buyers in exchange for monetary compensation. Additionally, Killi users are able to actively engage in surveys and incented video where they are also paid for their actions. Users of Killi™ are a community of engaged consumers who consciously take part in a global business that has historically made money from their data without including them. Through Killi™, users amalgamate their data with a system that securely houses that data.

Through its OA Business, the Company provides its customers the ability to measure the effectiveness of ad campaigns. The services provided through the Company's OA Business deliver full offline ad attribution metrics to show advertisers precisely which ads were effective in driving a consumer to a location. These services allow the Company's customers to track which individual consumers were exposed to specific ads in specific places – such as, on social media, web search, out-of-home, TV or radio, - and then took measurable actions, such as visiting a specific retailer. Additionally, the OA business allows for the sale of visitation segments', which are data sets compromised of users who were seen at a specific location. These data sets are provided to advertisers for use in advertising, targeting across various mediums and platforms.

On April 6, 2020, Freckle announced in a press release that its wholly owned subsidiary, Freckle IoT Ltd. ("**Freckle IoT**") entered into an asset purchase agreement (the "**Asset Purchase Agreement**") with PlaceIQ, Inc. ("**PlaceIQ**") effective April 1, 2020 (the "**Effective Date**"), pursuant to which PlaceIQ has agreed to purchase all of the assets (the "**OA Assets**") used solely and exclusively in the Company's OA Business, subject to the terms and conditions contained in the Asset Purchase Agreement as described hereinafter (the "**Proposed Transaction**").

Under the terms of the Asset Purchase Agreement, Freckle IoT has agreed to sell, free of any encumbrances, right, title and interest in and to the OA Assets for cash consideration of up to US$4,000,000, to be paid as follows:

- <u>Milestone Payments:</u> for a period of one year following the Effective Date, (the "**Revenue Milestone Period**"), PlaceIQ will pay certain milestones payments to the Company (each a "**Milestone Payment**" and together, the "**Milestone Payments**") based upon total revenue earned by or on behalf of PlaceIQ or Freckle IoT, as the case may be, that can be attributed to the OA Assets during the Revenue Milestone Period (the "**Total Revenue**"). The value of the Milestone Payments will be as follows: (a) US$250,000 if the Total Revenue is at least US$2,000,000; (b) an additional US$250,000 if the Total Revenue is at least US$3,000,000 and, (c) an additional US$400,000 if the Total Revenue is at least US$4,000,000. The maximum value of the Milestone Payments is US$900,000.

- <u>Revenue Sharing Payments:</u> for a period of two years following the Effective Date (the "**Revenue Sharing Period**"), PlaceIQ will pay to Freckle IoT, on a quarterly basis: (a) 30% of total revenue received by PlaceIQ and Freckle IoT, as the case may be, in such calendar quarter that can be attributed to certain current customer accounts, which are included among the Purchased Assets (the "**Current Customer Payments**"); and (b) 3% of the revenue generated by employees transferred from Freckle IoT to PlaceIQ in connection with the Transaction during the Revenue Sharing Period (the "**New Customer Payments**" and together with the Current Customer Payments, the "**Revenue Sharing Payments**").

- The combined value of the Revenue Sharing Payments and the Milestone Payments will not exceed US$4,000,000. See "Asset Purchase Agreement" below.

In addition to obtaining Shareholder approval, the closing of the Proposed Transaction ("**Closing**") is subject to the satisfaction of all regulatory requirements and the fulfilment of certain other conditions, and is expected to occur on or prior to May 29, 2020. As of the date of this Circular, the Proposed Transaction remains subject to the final approval of the TSX Venture Exchange (the "**TSXV**"). **There can be no assurance that the TSXV's final acceptance of the Proposed Transaction will be given**.

Although the Company's intention is to complete the Proposed Transaction as soon as possible after the Meeting, the Closing could be delayed for a number of reasons, including, but not limited to, a delay in obtaining any required regulatory approvals, including the approval of the TSXV, or clearances and any disturbance caused by the spread of COVID-19. In addition, the Company may determine not to complete the Proposed Transaction without prior notice to, or action on the part of, Shareholders.

2.2 <u>Background of the Proposed Transaction</u>

The Asset Purchase Agreement is the result of arm's length negotiations among representatives of Freckle and PlaceIQ and their respective legal counsel. The following is a summary of the background leading up to the announcement of the Asset Purchase Agreement.

The senior Management team of Freckle regularly considers strategic opportunities that will complement its business and enhance value for its Shareholders.

Since the Amalgamation, the Company has taken steps to grow both the OA Business and the Killi Business. These efforts have been spearheaded by the Company's Chief Executive Officer, Neil Sweeney, whose vision is to create Shareholder value by providing services and tools that will allow consumers to take back control of their digital identity while also providing reliable first party data to brands and platforms. This vision has resulted in the successful growth of the OA and the Killi Businesses post-Amalgamation.

In November 2019, Management met to review the OA Assets and assess their market value. The objective of the review was to obtain an understanding of the value of the OA Assets, to evaluate what, if any, opportunities were available to Management to increase the value of the OA Assets, and to determine whether selling the OA Assets could be a viable option and alternative source of financing for the Company given the depressed share price at the date thereof (the "**Review**").

In connection with the Review, the Company set up a data site that aggregated the necessary information that the Company would use to arrive at a high-level approximate valuation of the OA Assets. This information included, but was not limited to the Company's financial information and analytical data about the OA Assets (type of data collected, global sales and use in ad campaigns, and industry concentration) from January 1, 2018 to December 31, 2020. Although Management did not submit a formal valuation of the OA Assets to the Board, Management concluded that the value of the OA Assets amounted to approximately US$4,000,000 and that the expense associated with operation of the OA Assets represented approximately CAD$4,000,000 in annual savings for the Company.

The Review not only allowed Management to assess the value of the OA Assets, but it also allowed Management to reassess the OA Business. After this reassessment, Management concluded that Killi™ is the Company's primary growth opportunity. Currently, two of the largest macro trends in the data and media world are (i) an inflection towards consumer privacy and data control, and (ii) the loss of third party cookies as a result of Google's intention to block all third party cookies on its Google Chrome browsers by 2022. Killi™ solves both of these issues. In light of the foregoing, Management decided that it was time to shift the Company's focus to the Killi Business.

Management recognized that in order to truly focus on the growth of the Killi Business, the Company needed additional financial resources and could not continue to have its key personnel and Management divided between the OA Business and the Killi Business. Management decided that any additional capital raise would be dilutive to Shareholders, and would not solve the issue of the division of its key personnel and Management between the Company's two business streams. As a result, Management and the Board agreed to explore further possibilities to obtain an injection of cash from the sale of the OA Assets. If available on favourable terms, this approach would allow the Company to obtain the resources needed to grow the Killi Business with no dilution to Shareholders, while also allowing the Company to focus all of its resources on the Killi Business.

From the period of December 2019 to January 2020, eight companies entered into non-disclosure agreements with the Company and were provided access to due diligence information in order to conduct a high-level review of the OA Assets. Following completion of this process, Freckle initially received three verbal indications of interest and ultimately one written non-binding indication of interest from PlaceIQ.

On February 28 2020, the Company's senior Management received an indication of interest from PlaceIQ for the potential purchase of the OA Assets. On March 5, 2020, the Board met for the purposes of determining whether the Board was open to considering the sale of all or a portion of the OA Assets. The Board ultimately agreed that it was in the best interests of the Company to consider the offer from PlaceIQ and, as part of the consideration, the following was presented by Management to the Board: (i) financial modeling of the Company's business following completion of the sale of the OA Assets, including the likely impact on revenues, EBITDA and cash; and (ii) the likely impact on the price of the Common Shares.

On March 5, 2020, Management reviewed the non-binding offers and provided a recommendation to the Board to pursue further discussions with PlaceIQ. The review included:

- a summary of the terms of each of the indications of interest;
- an estimated timeline for negotiating and closing a transaction;
- estimates of the financial impact of a sale of the OA Assets; and
- the requirement of PlaceIQ for a 21-day exclusivity period to negotiate a binding agreement with the Company.

Based on its review of the non-binding indications of interest and following a presentation by and extensive discussions with Management, the Board approved moving forward on the potential sale of the OA Assets to PlaceIQ and authorized Management to negotiate remaining outstanding items, execute a non-binding confidential term sheet and continue discussions with PlaceIQ toward negotiation of a definitive binding asset purchase agreement.

Ultimately, Management and the Board determined not to obtain a fairness opinion because, at the time the offer from PlaceIQ was received, several verbal indications of interest had been received with respect to the OA Assets, and therefore, the value of the OA Assets were already sufficiently well understood.

On March 10, 2020, Freckle IoT entered into a non-binding confidential term sheet with PlaceIQ, which was revised on March 18, 2020.

On or about March 16, 2020 to the evening of April 3, 2020, with the assistance of their respective legal counsel, Freckle and PlaceIQ commenced with the negotiation of the terms and conditions of the Asset Purchase Agreement.

On April 5, 2020, following extensive negotiation with PlaceIQ, Management met with the Board to review the terms of the Asset Purchase Agreement. Based on its assessment of the Proposed Transaction and the interest of Shareholders, the Board unanimously approved the Asset Purchase Agreement and the performance of the transactions contemplated therein. On April 5, 2020, the Board authorized Management to present the Proposed Transaction to Shareholders for approval and unanimously resolved to recommend that Shareholders vote in favour of the Proposed Transaction.

2.3 About PlaceIQ

PlaceIQ is a leading data and technology provider that powers critical business and marketing decisions with location data, analytics, and insights. An early industry pioneer, PlaceIQ has become the standard for fueling better outcomes for marketers, analysts and publishers through powerful, location-based consumer insights, real-world measurement, and attribution. With PlaceIQ, companies can uncover opportunities within the consumer journey by learning about and connecting with location-based audiences, measuring real-world ROI and applying insights that drive intelligent marketing and successful business outcomes. The company is headquartered in New York City and has offices in Chicago, Detroit, Silicon Valley and Los Angeles.

2.4 Asset Purchase Agreement

The following is a summary of the principal terms of the Asset Purchase Agreement. It does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the Asset Purchase Agreement, a copy of which is attached hereto as Appendix "A" and is also available on the Company's profile on SEDAR at www.sedar.com.

Pursuant to the terms of the Asset Purchase Agreement: (i) Freckle IoT has agreed to sell and PlaceIQ has agreed to purchase all of Freckle IoT's right, title and interest in and to the OA Assets; and (ii) PlaceIQ has agreed to assume, pay and discharges certain liabilities of Freckle IoT related to the OA Assets (the "**Assumed Liabilities**"). The terms of the Asset Purchase Agreement are the result of arm's length negotiations conducted between representatives of the Company and Freckle IoT and PlaceIQ.

The closing of the transactions contemplated by the Asset Purchase Agreement shall take place within five (5) business days immediately following the satisfaction or waiver of the closing conditions, or on such other date as may be mutually agreed to by the parties (the "**Closing Date**"). It is currently expected that the Closing Date will be on or prior to May 29, 2020.

For the purposes of this Section 2.4:

(i) "**Accrued**" means accrued and payable for services actually provided by or on behalf of PlaceIQ or Freckle IoT;

(ii) "**Assumed Liabilities**" means the obligations of Freckle IoT that PlaceIQ expressly assumes in the Asset Purchase Agreement;

(iii) "**Closing**" means the completion of the sale, transfer, assignment and purchase of the OA Assets;

(iv) "**Completion Document**" means any of the documents to be delivered by the parties pursuant to the Closing, in connection with the transactions contemplated by the Asset Purchase Agreement;

(v) "**Current Customer Accounts**" means customer accounts of the current and prospective customers of Freckle IoT;

(vi) "**Effective Time**" means 5:00 pm (Toronto time) on April 1, 2020;

(vii) "**Excluded Liabilities**" means (a) Liabilities of Freckle IoT including, without limiting the generality of the foregoing, any taxes of Freckle IoT and any taxes which may be or become payable by the Freckle IoT in connection with the purchase and sale of the OA Assets, (b) any Liabilities arising from any contract that is not included among the OA Assets or (c) any Liabilities arising from the OA Assets prior to the Effective Time;

(viii) "**Liabilities**" means all liabilities, obligations, claims, commitments, demands, suits, proceedings, losses, fines, damages, costs or expenses whatsoever including, without limitation, reasonable legal fees and disbursements;

(ix) "**Other Customer Accounts**" means the accounts of customers of PlaceIQ sourced by the Transferred Employees following the execution of the Asset Purchase Agreement which shall not, for greater certainty, include Current Customer Accounts;

(x) "**Revenue**" means gross revenue less any Revenue Share, any specific third-party fees directly related to the execution of an individual campaign, insertion order, or contract, and applicable duties and sales taxes;

(xi) "**Revenue Milestone Amount**" means an amount calculated during each calendar month commencing on the date of the Asset Purchase Agreement and concluding on the one year anniversary of the date of the Asset Purchase Agreement (the "**Revenue Milestone Term**") for reaching certain milestones of total Revenue Accrued by or on behalf of PlaceIQ or Freckle IoT, as the case may be, from the combination of Current Customer Accounts and Other Customer Accounts, with such amount equal to the sum of: (i) US$250,000 for Accruing at least US$2,000,000 in total Revenue during the Revenue Milestone Term; (ii) an additional US$250,000 (an aggregate of US$500,000) for Accruing at least US$3,000,000 in total Revenue during the Revenue Milestone Term; and, (iii) an additional

US$400,000 (an aggregate of US$900,000) for Accruing at least US$4,000,000 in total Revenue during the Revenue Milestone Term (each such milestone, a "**Revenue Milestone**" and collectively, the "**Revenue Milestones**");

(xii) "**Revenue Share**" means any payments or royalty amounts as they are due to any agency, data management platform or advertising platform;

(xiii) "**Revenue Sharing Amount**" means an amount calculated in each calendar quarter commencing on the date of the Asset Purchase Agreement and concluding on the Revenue Sharing Termination Date, with such amount equal to the sum of: (i) 30% of total Revenue Accrued by PlaceIQ and Freckle IoT, as the case may be, in such calendar quarter from Current Customer Accounts with respect to the OA Assets; and (ii) 3% of total Revenue Accrued by PlaceIQ and Freckle IoT, as the case may be, in such calendar quarter from Other Customer Accounts, to a maximum aggregate Revenue Sharing Amount of $4,000,000 less any Revenue Milestone Amount received;

(xiv) "**Revenue Sharing Termination Date**" means the date that is the second (2nd) anniversary of the date of the Asset Purchase Agreement; and

(xv) "**Transferred Employees**" means the employees transferred from Freckle IoT to PlaceIQ in connection with the Asset Purchase Agreement.

Purchase Price

The purchase price for the OA Assets shall be equal to the Revenue Sharing Amount and Revenue Milestone Amount to a maximum amount of US$4,000,000 (the "**Purchase Price**"). The Purchase Price shall be paid by way of wire transfer of immediately available funds and satisfied as follows:

(i) as to the Revenue Sharing Amount, being payable within thirty (30) days from the end of each calendar quarter (based on documented evidence provided by PlaceIQ at the time of such payment) with the first payment due within thirty (30) days from June 30, 2020 and the final payment due within thirty (30) days from Revenue Sharing Termination Date; and

(ii) as to the Revenue Milestone Amount, being payable within thirty (30) days from the end of each applicable calendar month within which any one (1) of the three (3) Revenue Milestones are reached (based on documented evidence provided by Place IQ at the time of such payment);

provided that no additional payments shall be due and payable to Freckle IoT under either subsection (i) or (ii) above following such time when the aggregate of the Revenue Sharing Amounts and Revenue Milestone Amounts actually paid by PlaceIQ amounts to US$4,000,000. No payments shall be made until the consummation of the Closing.

Adjustment to Purchase Price

In connection with each payment or non-payment by PlaceIQ of the Revenue Sharing Amount and Revenue Milestone Amount, as applicable, PlaceIQ shall deliver to Freckle IoT, a statement setting out in reasonable detail the Revenue Sharing Amount or the Revenue Milestone Amount, as applicable, and how it was calculated with underlying working papers with all relevant calculations and information for the period in question (the "**Reconciliation Statement**").

Freckle IoT shall have a period of fifteen (15) days from the date it receives a Reconciliation Statement (the "**Review Period**") in which to review the same. If no objection in writing is given to PlaceIQ by Freckle IoT within the Review Period, such Reconciliation Statement shall be deemed to have been approved as of the last day of such Review Period. Freckle IoT may, at its option, give notice in writing to PlaceIQ that it wishes to audit the Revenue Sharing Amount or the Revenue Milestone Amount, as applicable, during the Review Period. If so, the Review Period will be extended to a date which is fifteen (15) days following completion of the audit.

If Freckle IoT objects to any item or aspect of any Reconciliation Statement, it may submit a single written notice (the "**Notice of Disagreement**") to PlaceIQ on or before the end of the Review Period, setting out in detail the nature of any such objection and the related amount(s) in dispute and the parties shall attempt to resolve the matters in dispute, acting reasonably, as set out in any Notice of Disagreement within thirty (30) days from the date of the applicable Notice of Disagreement. If the parties cannot resolve all matters in dispute within such thirty (30) day period, all such unresolved matters shall be submitted to a nationally recognized accounting firm acceptable to the parties (the "**Expert**") for resolution. The Expert shall use its reasonable efforts to render its written decision within thirty (30) days of its appointment. The Reconciliation Statement shall be modified to the extent required to give effect to the Expert's determination and shall be deemed to have been approved as of the date of such determination.

Representations and Warranties of Freckle IoT

The Asset Purchase Agreement contains a number of customary representations and warranties of Freckle IoT relating to, amongst other things, corporate status, due authorization and enforceability, absence of conflicts, validity of permits, financial statements, absence of changes and unusual transactions, title to and condition of certain assets, compliance with legal requirements, employment matters, lack of indebtedness, solvency, material contracts, security of customer data, litigation, and tax matters. Freckle IoT also provides limited representations and warranties with respect to intellectual property, licenses and customers.

Representations and Warranties of PlaceIQ

The Asset Purchase Agreement contains a number of customary representations and warranties of PlaceIQ relating to, amongst other things, corporate status, due authorization and enforceability of obligations, no violations and consents, residence and litigation.

Indemnification by Freckle IoT

Under the Asset Purchase Agreement, Freckle IoT has agreed to indemnify PlaceIQ, its affiliates and their respective directors, officers and agents from, against and in respect of, any and all claims that arise or result from:

(i) all Excluded Liabilities;

(ii) all Liabilities pertaining to the OA Assets arising, accruing or existing prior to the Effective Time including, without limitation, any claim made in respect of services rendered by Freckle IoT prior to the Effective Time;

(iii) any inaccuracy in or breach of any representation or warranty made by the Freckle IoT in the Asset Purchase Agreement or any Completion Document;

(iv) all taxes associated with the OA Assets incurred before the Closing Date; and

(v) any fraud or intentional misrepresentation by Freckle IoT.

Except in connection with certain key representations and warranties, fraud or intentional misrepresentation and certain key covenants, Freckle IoT shall not be liable for any claim for indemnification until the aggregate amount of indemnifiable losses equals or exceeds US$50,000; after which, Freckle IoT shall be liable for indemnifiable losses from the first dollar.

Except in connection with certain key representations and warranties, fraud or intentional misrepresentation and certain key covenants, Freckle IoT shall not have any liability for indemnification in excess of US$500,000, in the aggregate.

Indemnification by PlaceIQ

Under the Asset Purchase Agreement, PlaceIQ has agreed to indemnify Freckle IoT, its affiliates and their respective directors, officers and agents from, against and in respect of, any and all claims that arise or result from:

(i) any inaccuracy in or breach of any representation or warranty made by PlaceIQ in the Asset Purchase Agreement or any Completion Document;

(ii) any breach of any covenant or agreement of PlaceIQ under the Asset Purchase Agreement or any Completion Document;

(iii) all Liabilities suffered by PlaceIQ pertaining to the OA Assets for all periods following the Effective Time including, without limitation, any claim made in respect of services rendered by the Freckle IoT following the Effective Time, excluding any Excluded Liabilities and any Liabilities that would not have arisen but for Freckle IoT's conduct with respect to the OA Assets prior to the date of the Asset Purchase Agreement; and

(iv) the Assumed Liabilities.

Except in connection with fraud or intentional misrepresentation, PlaceIQ shall not be liable for any claim for indemnification until the aggregate amount of indemnifiable losses equals or exceeds US$50,000; after which, PlaceIQ shall be liable for indemnifiable losses from the first dollar.

PlaceIQ shall not have any liability for indemnification in excess of US$500,000, in the aggregate.

PlaceIQ's Closing Conditions

The obligation of PlaceIQ to complete the purchase of the OA Assets under the Asset Purchase Agreement is subject to the satisfaction of the following conditions precedent, any one or more of which PlaceIQ may waive prior to Closing:

(v) The representations and warranties of Freckle IoT made in the Asset Purchase Agreement shall be true and correct at Closing;

(vi) Freckle IoT shall have performed or complied with the terms, obligations, covenants and agreements under the Asset Purchase Agreement;

(vii) Freckle IoT shall have been obtained such approvals or consents as are required to permit the change of ownership of the OA Assets (including, without limitation, the assignment of certain contracts listed in the Asset Purchase Agreement, except where the failure to do so would not have a Material Adverse Effect);

(viii) Certain Transferred Employees shall have entered into an employment agreement effective as of the time of Closing with PlaceIQ on terms acceptable to PlaceIQ and the Transferred Employee (the "**Employment Agreement**");

(ix) the TSXV shall have approved the transactions contemplated under the Asset Purchase Agreement; and

(x) Freckle IoT shall have executed and delivered to PlaceIQ the following closing documentation:

    (a) officer's certificate of Freckle IoT;

(b) all duly executed documents of title, conveyances, assurances, transfers, assignments, consents and approvals to the assignment of the OA Assets;

(c) certificate of status of Freckle IoT;

(d) executed counterparts of the Employment Agreement and Services Agreement (as defined herein);

(e) executed copies of the customer contracts that are included among the OA Assets;

(f) third party consents; and

(g) applicable ancillary documents.

Freckle IoT's Closing Conditions

The obligation of Freckle IoT to complete the sale of the OA Assets under the Asset Purchase Agreement is subject to the satisfaction of the following conditions precedent, any one or more of which Freckle IoT may waive prior to Closing:

(i) The Shareholders shall have approved the Proposed Transaction;

(ii) The representations and warranties of PlaceIQ made in the Asset Purchase Agreement shall be true and correct at Closing;

(iii) PlaceIQ shall have performed or complied with the terms, obligations, covenants and agreements under the Asset Purchase Agreement;

(iv) the TSXV shall have approved the transactions contemplated under the Asset Purchase Agreement; and

(v) PlaceIQ shall have executed and delivered to the Company the following closing documentation:

(a) officer's certificate of PlaceIQ;

(b) executed counterparts of the Employment Agreement and Services Agreement (as defined herein); and

(c) applicable ancillary documents.

Covenants of Freckle IoT

Freckle IoT has provided, in favour of PlaceIQ, usual and customary covenants including, among others, covenants in respect of actions during the period prior to Closing, confidentiality, tax matters, non-competition and non-solicitation, employee matters, and certain negative covenants.

Services Agreement

In connection with the Proposed Transaction and pursuant to the terms of the Asset Purchase Agreement, Freckle IoT and PlaceIQ will enter into a transition services agreement (the "**Service Agreement**") on Closing, under which Freckle IoT will provide certain services to PlaceIQ for a minimum period of thirty days, subject to any extension, following the closing of the Proposed Transaction.

Term and Termination

The Asset Purchase Agreement will be effective from April 1, 2020 until the earlier of (i) Closing and (ii) the termination of the Asset Purchase Agreement in accordance with its terms.

The Asset Purchase Agreement may be terminated by Freckle IoT with notice to PlaceIQ in the event that PlaceIQ fails to comply with its closing conditions. Conversely, the Asset Purchase Agreement may be terminated by PlaceIQ with notice to the Freckle IoT in the event that Freckle IoT fails to comply with its closing conditions.

Governing Law

The Asset Purchase Agreement will be governed by and construed in accordance with the laws of the State of New York and the laws of United States applicable therein. The PlaceIQ and Freckle IoT hereby consent to jurisdiction of the State and Federal courts located in New York, New York.

2.5 Effect of the Proposed Transaction

In the event that the Proposed Transaction is ultimately approved and completed according to the terms of the Asset Purchase Agreement, Freckle will have only one business segment, the Killi Business. Upon closing of the Proposed Transaction, Freckle expects that it will have approximately US$1,000,000 in cash.

The proceeds of the Proposed Transaction will be used to help grow and develop Killi™ by concentrating its resources in the following areas:

1) *Marketing*. The Company will continue its efforts to attract and retain users to the Killi™ ecosystem within current markets, while expanding into new markets across the globe.

2) *Sales*. The Company will continue to expand its sales on a global scale. This will allow for wider distribution of the data collected through Killi™, thereby offering users greater opportunities to monetize their data and also offering third party buyers access to a wider array of reliable first party data.

3) *Platform Improvements*. The improvement of the user experience and interface will continue to be a point of focus for the Company in order to attract and retain users.

4) *Development of New Products.* Additional modules will be added to the Killi™ ecosystem to allow its users to expand the types of data that they can elect to monetize, thereby increasing the selection of data available to third party buyers.

On a go-forward basis, the Board and Management will have a mandate to continue building the Killi Business and furthering the Company's presence in data and media space by way of the growth of Killi™ and the development of other technology to be used in the Killi Business. The Company will continue to operate globally and will continue to foster client relationships with both consumers and third party entities who place a high value on first party collected data on a global scale.

2.6 Reasons for the Proposed Transaction and the Recommendation of the Board

The Board and Management have periodically reviewed a range of strategic alternatives for creating shareholder value, including other potential transactions. The Board reviewed and considered a number of factors relating to the Proposed Transaction with the benefit of input and advice from Freckle's senior Management team. The Board believes the Proposed Transaction strongly positions the Company for future growth and building value for its Shareholders. The following is a summary of the principal reasons for the unanimous conclusion of the Board to approve the Proposed Transaction and authorize its submission to the Shareholders for approval, and that Shareholders vote **FOR** the Sale Resolution (as defined herein).

The benefits of the Proposed Transaction include, but are not limited to:

- Fueling the Company's Primary Growth Opportunity. Killi™ is the Company's primary growth opportunity. Currently, two of the largest macro trends in the media world are (i) an inflection towards consumer privacy and data control, and (ii) the loss of third party cookies as a result of Google's intention to block all third party cookies on its Google Chrome browsers by 2022. Killi™ offers users the ability to regain control of their data, while also allowing third party data buyers access to first party data that would otherwise be unavailable as a result of Google's intentions. In addition, the Killi™ application is able to facilitate this relationship between Killi™ users and third party data buyers in a manner that is fully compliant with applicable privacy legislation. The consideration to be received pursuant to the Proposed Transaction will provide the Company with the cash needed to accelerate the growth of the Killi Business and thereby increase the Company's overall rate of growth.

- Stronger Financial Position. The Company's expects to have approximately US$1,000,000 in cash prior to closing of the Proposed Transaction. The sale of the OA Assets is expected to result in an improved financial position for the Company due to the removal of significant costs that are attributed to operating the OA Business. The Company incurs costs related to the OA Assets and Business of approximately US$1,000,000 annually. The removal of these costs, combined with the future cash injection of up to US$4,000,000 from the sale of the OA Assets is expected to improve the working capital position of the Company and provide resources needed to accelerate the growth of the Killi Business.

- Fair Value. Based on the Review, and the receipt of verbal indications of interest for the OA Assets, the Board concluded that the Purchase Price was at the high end of the range of market values for comparable transactions involving similar assets. Completion of the Proposed Transaction will allow the Company to exit a market segment that it believes to be saturated and commoditized, which is resulting in declining profit margins in order to focus on a market segment that the Company believes has more promising growth.

- Alternatives to the Proposed Transaction. The Proposed Transaction is the result of the Review conducted by Management and the input received from the Board. Both prior to and throughout the negotiations of the terms of the Asset Purchase Agreement with PlaceIQ, Management and the Board, with the assistance of a number of advisors, pursued a variety of strategic alternatives with a view to the best interests of the Company, its Shareholders and its various stakeholders. The Board believes that the Proposed Transaction with PlaceIQ represents the best alternative currently available.

- Lowest Cost of Financing. Absent the sale of the OA Assets, the Company would require additional cash to fund its growth. Based on estimated costs of financing available to the Company, either through debt or in the form of an equity offering, and in light of the current state of the capital markets, the Board determined that selling the OA Assets presents the most economical and efficient option for injecting cash into the Company which will be used to fund the growth of the Killi Business.

- Resource Focus. Currently, the Company's resources, most notably the time and focus of its senior Management and employees, are divided between two different business segments. The Board believes that Shareholders will achieve increased value by having Management and employees exclusively focused on the Killi Business, building additional Killi™ features and increasing revenue derived from the Killi™ platform. The shift to focusing exclusively on the Killi Business could attract additional investors who prefer to invest in companies with a single stream of business.

- Buyer Strategic Fit. In addition to the sale of OA Assets, PlaceIQ and Freckle will continue to explore opportunities to work together in the data space with a view to building on identified synergies to create additional shareholder wealth for both companies.

- Reasonableness of the Terms of the Asset Purchase Agreement. The terms and conditions of the Asset Purchase Agreement, including the parties' respective representations, warranties and covenants, and the conditions to their respective obligations, are, in the Board's opinion, fair and reasonable.

In making its determinations and recommendations, the Board also observed that a number of procedural safeguards were in place and are present to permit the Board to represent the interests of the Company, the Shareholders and Freckle's other stakeholders. Accordingly, the Board also considered the following:

- Shareholder Approval. The Proposed Transaction must be approved by at least two-thirds of the votes cast by on the Sale Resolution at the Meeting by Shareholders, present in person or represented by proxy and entitled to vote at the Meeting.

- Dissent Rights. The provisions of the OBCA provide that any Registered Shareholders who oppose the Proposed Transaction may, upon compliance with certain conditions, exercise Dissent Rights (as defined herein) and, if ultimately successful, receive the fair value of the Dissent Shares (as defined herein) pursuant to the terms of the OBCA.

The Board also considered a variety of risks and other potentially negative factors relating to the Proposed Transaction including those matters described under the heading "*Risk Relating to the Proposed Transaction*". The Board believed that, overall, the anticipated benefits of the Proposed Transaction to Freckle outweighed these risks and negative factors.

The foregoing summary of the information and factors considered by the Board is not intended to be exhaustive, but includes the material information and factors considered by the Board in their consideration of the Proposed Transaction. In view of the variety of factors and the amount of information considered in connection with the Board's evaluation of the Proposed Transaction, the Board did not find it practicable to and did not quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. In addition, individual members of the Board may have assigned different weights to different factors in reaching their own conclusion as to the fairness of the Proposed Transaction.

2.7 Shareholder Approval and Recommendation of the Board

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to authorize and approve a special resolution authorizing the sale of the OA Assets (the "**Sale Resolution**"), the full text of which is set out in Appendix "**B**" to this Circular.

The sale of the OA Assets constitutes a sale of more than 50% of the Company's business. Pursuant to TSXV Policy 5.3 *Acquisitions and Dispositions of Non-cash Assets* ("**Policy 5.3**"), the Company must provide evidence of value for a sale of more than 50% of the Company's business and obtain the approval of the Shareholders of the Company, other than Shareholders who have an interest in the Proposed Transaction ("**Disinterested Shareholders**"). In addition to the foregoing requirement to obtain Disinterested Shareholder approval, pursuant to Policy 5.3, as the Company did not provide the TSXV with evidence of value in accordance with Section 4.2 of TSXV Policy 5.4 *Escrow, Vendor Consideration and Resale Restrictions*, the Company must obtain majority Disinterested Shareholder approval for the Proposed Transaction.

In addition, under section 184(3) of the OBCA, a sale of all or substantially all of the property of a corporation other than in the ordinary course of business requires the approval of its shareholders by way of a special resolution adopted by not less than 66.6% of the votes cast at a meeting of shareholders. As the OA Assets comprise substantially all of the property of the Company, the Proposed Transaction will constitute the sale of all or substantially all of the Company's property for the purposes of the OBCA.

Accordingly, the Sale Resolution must be approved by at least two-thirds of the votes cast on the Sale Resolution by Disinterested Shareholders, present in person or represented by proxy and entitled to vote at the Meeting. **Unless otherwise directed in a properly completed form of proxy, it is the intention of individuals named in the enclosed form of proxy to vote FOR the Sale Resolution. If you do not specify how you want your Common Shares voted at the Meeting, the persons named as proxyholders in the enclosed form of proxy will cast the votes represented by your proxy at the Meeting FOR the Sale Resolution.**

For greater certainty, the Proposed Transaction is an arm's length transaction and there are no Shareholders with a material interest in the Proposed Transaction or the OA Assets.

After careful consideration of the terms of the Proposed Transaction and Asset Purchase Agreement and the other factors set out above under "**Reasons for the Proposed Transaction and the Recommendation of the Board**", **the Board unanimously approved the Asset Purchase Agreement and the performance of the transactions contemplated therein and recommends that Disinterested Shareholders vote FOR the Sale Resolution.**

2.8 Summary of Dissent Rights

Registered Shareholders who wish to exercise Dissent Rights in connection with the Sale Resolution ("Dissenting Shareholders") should take note that strict compliance with the procedures to be taken by Shareholder in exercising Dissent Rights (the "Dissent Procedures") is required.

The following description of the Dissent Procedures is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of his, her or its Common Shares and is qualified in its entirety by the reference to the full text of section 185 of the OBCA which is attached to this Circular as Appendix "C". A Dissenting Shareholder who intends to exercise the Dissent Rights should carefully consider and comply with the provisions of Section 185 of the OBCA. Failure to comply strictly with the provisions of the OBCA and to adhere to the procedures established therein may result in the loss of all rights thereunder.

Persons who are Beneficial Shareholders who wish to dissent with respect to their Common Shares should be aware that only Registered Shareholders are entitled to dissent with respect to them. A Registered Shareholder such as an Intermediary who holds Common Shares as nominee for Beneficial Shareholders, some of whom wish to dissent, must exercise Dissent Rights on behalf of such Beneficial Shareholders with respect to the Common Shares held for such Beneficial Shareholders. In such case, the Notice of Objection (as defined herein) should set forth the number of Common Shares it covers. Accordingly, a Beneficial Shareholder desiring to dissent should make arrangements for the registered holder of his, her or its Common Shares to dissent on his, her or its behalf. Alternatively, a Beneficial Shareholder wishing to exercise Dissent Rights directly should make arrangements for the Common Shares beneficially owned by such person to be re-registered in his, her or its name prior to the time the Notice of Objection is required to be received by the Company.

A Registered Shareholder who wishes to dissent must send a written objection notice (the "**Notice of Objection**") objecting to the Sale Resolution to Freckle Ltd., Suite 400, 409 King Street West, Toronto, Ontario M5V 1K1, Attention: Chief Executive Officer, at or prior to the time of the Meeting in order to be effective. The Notice of Objection must set out the number of Common Shares held by the Dissenting Shareholder.

The delivery of a Notice of Objection does not deprive such Dissenting Shareholder of the right to vote at the Meeting; however, a vote in favour of the Sale Resolution may result in a loss of his, her or its Dissent Right. A vote against the Sale Resolution, whether in person or by proxy, does not constitute a Notice of Objection, but a Shareholder need not vote his, her or its Common Shares against the Sale Resolution in order to object. Similarly, the revocation of a proxy conferring authority on the proxy holder to vote in favour of the Sale Resolution does not constitute a Notice of Objection in respect of the Sale Resolution, but any such proxy granted by a Shareholder who intends to exercise Dissent Rights should be validly revoked (see "*General Information for the Meeting – Appointment and Revocation of Proxies*" in this Circular) in order to prevent the proxy holder from voting such Common Shares in favour of the Sale Resolution. A vote in favour of the Sale Resolution, whether in person or by proxy, may constitute a loss of a Shareholder's right to dissent. However, a Shareholder may vote as a proxy holder for another Shareholder whose proxy required an affirmative vote, without affecting the right of the proxy holder to exercise Dissent Rights.

If the Sale Resolution is passed at the Meeting, the Company is required to deliver to each Dissenting Shareholder, within 10 days after the approval of the Sale Resolution, a notice stating that the Sale Resolution has been adopted (the "**Notice of Resolution**"). A Notice of Resolution is not required to be sent to any Dissenting Shareholder who voted in favour of the Sale Resolution or who has withdrawn his, her or its Notice of Objection. A Dissenting Shareholder then has 20 days after receipt of the Notice of Resolution or, if the Dissenting Shareholder does not receive a Notice of Resolution, within 20 days after learning that the Sale Resolution has been adopted, to send to the

Company a written notice (a "**Demand Notice**") containing the Dissenting Shareholder's name and address, the number of Common Shares in respect of which he, she or it dissents and a demand for payment of the fair value of such Common Shares. A Dissenting Shareholder must within 30 days after sending the Demand Notice, send the certificates representing the Common Shares in respect of which he, she or it is dissenting to the Company or its transfer agent or else the Dissenting Shareholder will lose his, her or its right to make a claim for the fair value of such Common Shares.

On sending the Demand Notice, a Dissenting Shareholder ceases to have any rights as a Shareholder, except the right to be paid the fair value of his, her or its Common Shares ("**Dissenting Shares**"), except where (a) the Dissenting Shareholder withdraws his, her or its Demand Notice before the Company sends its Offer to Pay (as defined herein), (b) the Company fails to make an Offer to Pay and the Dissenting Shareholder withdraws his, her or its Demand Notice, or (c) the Company decides not to proceed with the Proposed Transaction, in which case the Dissenting Shareholder's rights are reinstated as of the date the Demand Notice was sent.

The Company shall, not later than seven days after the later of the date on which the Proposed Transaction becomes effective or the date the Company receives a Demand Notice, send to each Dissenting Shareholder a written offer (the "**Offer to Pay**") to pay for the Dissenting Shares in an amount considered by the directors of the Company to be the fair value thereof, accompanied by a statement showing how the fair value was determined. Every Offer to Pay shall be on the same terms. Dissenting Shareholders who accept the Offer to Pay will, unless such payments are prohibited by the OBCA, be paid within 10 days of acceptance, but any Offer to Pay lapses if the Company does not receive an acceptance thereof within 30 days after the date on which the Offer to Pay was made.

If the Company fails to make the Offer to Pay, or a Dissenting Shareholder fails to accept the Offer to Pay, the Company may, within 50 days after the date on which the Proposed Transaction becomes effective or within such further period as the court may allow, apply to the court to fix a fair value for the Dissenting Shares of any Dissenting Shareholder. Upon any such application by the Company, the Company shall notify each affected Dissenting Shareholder of the date, place and consequences of the application and of his, her or its right to appear and be heard in person or by counsel. If the Company fails to make such an application, a Dissenting Shareholder has the right to so apply within a further period of 20 days or within such further period as the court may allow. All Dissenting Shareholders whose Dissenting Shares have not been purchased by the Company will be joined as parties to the application and will be bound by the decision of the court. The court may determine whether any other person is a Dissenting Shareholder who should be joined as a party and the court will fix a fair value for the Dissenting Shares of all Dissenting Shareholders.

If a Dissenting Shareholder fails to strictly comply with the requirements for the exercise of the Dissent Rights set out in section 185 of the OBCA, such Dissenting Shareholder will lose his, her or its Dissent Rights. If a Dissenting Shareholder strictly complies with the foregoing requirements of the Dissent Rights, but the Proposed Transaction is not completed, the Dissent Rights will terminate. In either of the foregoing cases, the Company will return to the Dissenting Shareholder the certificates representing the Dissenting Shares that were delivered to the Company, if any.

The exercise of Dissent Rights is technical in nature and must be strictly complied with. Shareholders should consult their legal advisors with respect to the legal rights available to them in relation to the exercise of Dissent Rights with respect to the Proposed Transaction.

2.9 Risks Factors

In evaluating whether to approve the Proposed Transaction, Shareholders should carefully consider the following risk factors. Additional risks and uncertainties, including those currently unknown to or considered immaterial by the Company may also adversely affect the Proposed Transaction. The following risk factors are not a definitive list of all risk factors associated with the Proposed Transaction.

Whether or not the Proposed Transaction is completed, the Company will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors are set forth and described in the Company's MD&A for the year ended December 31, 2019 and other filings of the Company filed with the securities regulatory authorities which have been filed on SEDAR at www.sedar.com.

Completion of the Proposed Transaction is subject to several conditions that must be satisfied or waived

There are a number of conditions precedents to the Proposed Transaction which are outside the control of Freckle, including, but not limited to, Shareholder approval, TSXV approval and required satisfaction of the other conditions to Closing. There can be no certainty, nor can the Company provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied. Moreover, a substantial delay in obtaining satisfactory approvals could result in the Proposed Transaction not being completed. If the Proposed Transaction is not completed for any reason, there are risks that the announcement of the Proposed Transaction and the dedication of substantial resources of the Company to the completion thereof could have a negative impact on the Company's current business relationships (including with current, future and prospective employees and partners) and could have a material adverse effect on the current and future operations, financial condition and prospects of the Company.

Failure to complete the Proposed Transaction could negatively impact the trading price of the Common Shares

If, for any reason, the Proposed Transaction is not completed or its completion is materially delayed, the trading priced of the Common Shares may be materially adversely affected to the extent that the current market price reflects a market assumption that the Proposed Transaction will be completed and the Company's business may suffer.

The Asset Purchase Agreement may be terminated by the parties, in which case an alternative transaction may not be available to the Company

Each of the Company and PlaceIQ has the right to terminate the Asset Purchase Agreement in certain circumstances. Accordingly, there is no certainty that the Asset Purchase Agreement will not be terminated before the completion of the Proposed Transaction. If the Proposed Transaction is not completed, there can be no assurance that Freckle will be able to find another opportunity to sell the OA Assets on the same or similar terms, if any.

Costs of the Proposed Transaction

There are certain costs related to the Proposed Transaction, such as legal, accounting and regulatory fees, that must be paid even if the Proposed Transaction is not completed.

The Board of Directors may decide not to proceed with the Proposed Transaction

Notwithstanding the Shareholders approving the Sale Resolution, the Board will retain the discretion not to proceed with any of the transactions contemplated by the Sale Resolution if it determines at any time that the Proposed Transaction is no longer in the best interests of the Company.

The Proposed Transaction may divert the attention of Management

The pendency of the Proposed Transaction could cause the attention of Management to be diverted from the day-to-day operations. These disruptions could be exacerbated by a delay in the completion of the Proposed Transaction and could have an adverse effect on the business, operating results or prospects of the Company regardless of whether the Proposed Transaction is ultimately completed.

Potential payments to Shareholders who exercise Dissent Rights could have an adverse effect on the Company's financial condition

Shareholders have the right to exercise Dissent Rights and demand payment equal to the fair value of their Common Shares in cash. If Dissent Rights are exercised in respect of a significant number of Common Shares, a substantial cash payment may be required to be made to such Shareholders, which could have an adverse effect on the Company's financial condition and cash resources.

Freckle is an early stage technology business

In the event the Proposed Transaction is completed, the Company's strategy is to focus on the continued development and growth of the Killi Business. The Killi Business is a data business that is at an early stage of development. The Company has invested and continues to invest a significant portion of its resources into this segment and has raised additional financing to pursue its business strategy. As with other comparable early stage technology businesses, the Company faces the risks of product and technology failure, unforeseen development delays, weak market acceptance and competition from new entrants. Realization of any of these risks could have a significant negative impact on the Company's anticipated future cash flows and its growth strategy.

3. NAME CHANGE

In connection with the Proposed Transaction, it is anticipated that concurrent with the closing of the Proposed Transaction, the Company's name will be changed to "Killi Ltd." or such other name as is authorized by the board of directors of the Company acceptable to the TSXV and applicable regulatory authorities (the "**Name Change**").

At the Meeting, Shareholders will be asked to consider, and if thought appropriate, approve a special resolution authorizing and approving in connection with the Proposed Transaction an amendment to the Company's articles pursuant to section 171(3) of the OBCA to effect the Name Change. If the Proposed Transaction is not completed, the Company may not proceed with the Name Change.

The full text of the special resolution which management intends to place before the Meeting for approval of the Name Change is set out in Appendix "**D**" to this Circular (the "**Name Change Resolution**").

Unless otherwise directed in a properly completed form of proxy, it is the intention of the individuals named in the enclosed form of proxy to vote FOR the Name Change Resolution. If you do not specify how you want your Common Shares voted at the Meeting, the persons named as proxyholders in the enclosed form of proxy will cast the votes represented by your proxy at the Meeting FOR the Name Change Resolution.

The Board recommends that Shareholders vote FOR the Name Change Resolution.

If the Name Change is approved, the Company will file articles of amendment with the Registrar of Corporations of Ontario (the "**Registrar**") in connection with the Proposed Transaction. The Name Change will become effective on the date shown on the certificate of amendment issued by the Registrar.

Notwithstanding the Name Change receiving Shareholder approval, the Company may determine not to proceed with the Name Change at the discretion of the Board (including in the event the Proposed Transaction is terminated).

4. CONSOLIDATION

At the Meeting, Shareholders will be asked to consider and, if thought advisable, to approve a special resolution authorizing the Company to amend its articles in order to consolidate its issued and outstanding Common Shares (the "**Consolidation**") at a ratio of between three (3) and ten (10) pre-consolidation Common Shares for every one post-consolidation Common Share, as may be determined by the Board in its sole discretion (the "**Consolidation Ratio**").

The full text of the special resolution which management intends to place before the Meeting for approval of the Consolidation is set out in Appendix "**E**" to this Circular (the "**Consolidation Resolution**").

Unless otherwise directed in a properly completed form of proxy, it is the intention of the individuals named in the enclosed form of proxy to vote FOR the Consolidation Resolution. If you do not specify how you want your Common Shares voted at the Meeting, the persons named as proxyholders in the enclosed form of proxy will cast the votes represented by your proxy at the Meeting FOR the Consolidation Resolution.

The Board recommends that Shareholders vote FOR the Consolidation Resolution.

In addition to the requirement that Shareholders approve the Consolidation, the ability of the Board to effect the Consolidation is subject to the approval of the TSXV. Subject to the approval of the TSXV, the approval of the Consolidation Resolution by Shareholders would give the Board the authority to implement the Consolidation and to determine the exact Consolidation Ratio, in its sole discretion, at any time within one year of the date of Shareholder approval of the Consolidation Resolution. Notwithstanding the foregoing, in the event that the Consolidation

Resolution is approved by Shareholders at the Meeting, the Board may elect to revoke the Consolidation Resolution and abandon the Consolidation without prior approval of, or notice to, Shareholders.

4.1 Principal Reasons for Effecting the Consolidation

The Board believes that is in the best interests of the Company to have the authority to implement the Consolidation for the following reasons:

Increased investor interest. A higher post-consolidation share price could help generate interest in the Company among new and existing investors. While decreasing the number of Common Shares outstanding may not, by itself, affect the marketability of the Common Shares, in practice many investors, including institutional investors and investment funds, consider low-priced shares as unduly speculative in nature and, as a matter of policy, avoid investments in such shares. As a result, a higher anticipated share price may meet investing guidelines for certain investors that are currently prevented under their investing guidelines from investing in the Common Shares at current price levels, and may allow such investors to leverage their investment by meeting margin eligibility requirements.

Reduction of Shareholder transaction costs. Shareholders may benefit from relatively lower trading costs associated with a higher share price. In circumstances where commissions are based on the number of shares traded, investors pay lower commissions to trade a fixed value of shares where the price per share is higher.

Improved liquidity. The aggregate potential effect of increased interest from investors and potentially lower transaction costs could ultimately improve the trading liquidity of the shares.

There can be no assurance that any increase in the market price per Common Share or improved liquidity would result from the proposed Consolidation.

4.2 Principal Effects of the Share Consolidation

The principal effects of the Share Consolidation would be:

Reduction in the number of Common Shares outstanding. The number of Common Shares issued and outstanding will be reduced from 216,521,909 Common Shares (as of the Record Date) to between approximately 72,173,969 and 21,652,190, depending on the Consolidation Ratio selected by the Board.

Adjustments to the outstanding options and common share purchase warrants of the Company. The exercise price and the number of Common Shares issuable under the Company's outstanding options and common share purchase warrants will be proportionately adjusted, based on the Consolidation Ratio selected by the Board, with any fraction rounded down to the nearest whole number.

The Board believes that Shareholder approval of a range of potential Consolidation Ratios (rather than a single Consolidation Ratio) would provide the Board with maximum flexibility to react to then-current market conditions and achieve the desired results of the Consolidation. If the Consolidation Resolution is approved, the Consolidation would be implemented, if at all, only upon a determination by the Board that it is in the best interests of the Company at that time. In connection with any determination to implement the Consolidation, the Board will set the timing for such Consolidation and select the specific Consolidation Ratio from within the range of ratios set forth in the Consolidation Resolution, subject to receipt of all necessary regulatory approvals, including the approval of the TSXV. The selection by the Board of the specific ratio would be based primarily on the price level of the Common Shares at that time and the expected stability of that price level. No further action on the part of Shareholders would be required in order for the Board to implement the Consolidation.

The Consolidation will not materially affect any Shareholder's proportionate voting rights. Each Common Share outstanding after the Consolidation will be fully paid and non-assessable and will entitle the holder to one vote per Common Share.

If approved and implemented, the Consolidation will occur simultaneously for all the Common Shares and the Consolidation Ratio will be the same for all the Common Shares. Except for any variances attributable to fractional shares, the change in the number of issued and outstanding Common Shares that will result from the Consolidation will cause no change in the capital attributable to the Common Shares and will not materially affect any Shareholder's percentage ownership in the Company, even though such ownership will be represented by a smaller number of Common Shares. Any fractional Common Shares resulting from the Consolidation will be rounded down to the nearest whole number and any such fractional interest will be cancelled without consideration.

4.3 <u>Certain Risks Associated with the Consolidation</u>

The effect of the Consolidation upon the market price of the Common Shares cannot be predicted with certainty, and the history of share consolidations for corporations similar to the Company is varied. Certain risks associated with the Consolidation are as follows:

The Company's total market capitalization immediately after the proposed Consolidation may be lower than immediately before the proposed Consolidation

There are numerous factors and contingencies that could affect the Common Share price prior to or following the Consolidation, including the status of the market for the Common Shares at the time, the status of the Company's reported financial results in future periods, and general economic, geopolitical, stock market and industry conditions, including but not limited to, the impact of the COVID-19 pandemic on the Company's business and operations. Accordingly, the market price of the Common Shares may not be sustainable at the direct arithmetic result of the Consolidation and may be lower.

A decline in the market price of the Common Shares after the Consolidation may result in a greater percentage decline than would occur in the absence of a consolidation, and liquidity could be adversely affected following such consolidation

If the Consolidation is implemented and the market price of the Common Shares declines, the percentage decline may be greater than it would be in the absence of the Consolidation. The market price of the Common Shares will, however, also be based on the Company's performance and other factors, which are unrelated to the number of Common Shares outstanding.

While the Board believes that a higher share price may provide the benefits described above, the Consolidation may not result in a share price that will attract institutional investors or investment funds. As a result, the liquidity of the Common Shares may not improve after giving effect to the Consolidation.

Furthermore, the liquidity of the Common Shares could be adversely affected by the reduced number of Common Shares that would be outstanding after the Consolidation.

The Consolidation may result in some Shareholders owning "odd lots" of less than 100 Common Shares on a post-consolidation basis, which may be more difficult to sell, or require greater transaction costs per share to sell

The Consolidation may result in some Shareholders owning "odd lots" of less than 100 Common Shares on a post-consolidation basis. "Odd lots" may be more difficult to sell, or require greater transaction costs per Common Share to sell, than Common Shares held in "board lots" of even multiples of 100 Common Shares.

4.4 <u>Procedure for Implementing the Consolidation</u>

If the Consolidation Resolution is approved by Shareholders and the Board decides to implement the Consolidation, subject to TSXV approval, the Company will file articles of amendment with the Registrar in the form prescribed by the OBCA to amend the Company's articles. The Consolidation will become effective on the date shown in the certificate of amendment issued by the Registrar or such other date indicated in the articles of amendment.

Effect on Share Certificates

If the proposed Consolidation is approved by Shareholders and implemented, registered Shareholders will be required to exchange their share certificates representing pre-consolidation Common Shares for new share certificates representing post-consolidation Common Shares. Following the announcement by the Company of the Consolidation Ratio selected by the Board and the effective date of the Consolidation, registered Shareholders will be provided with a letter of transmittal by the Company's transfer agent, Computershare Investor Services Inc., to be used for the purpose of surrendering their certificates representing the then outstanding Common Shares to such transfer agent in exchange for new share certificates representing Common Shares after giving effect to the Consolidation. After the Consolidation, share certificates representing pre-consolidation Common Shares will: (i) not constitute good delivery for the purposes of trades of Common Shares post-consolidation; and (ii) be deemed for all purposes to represent the number of Common Shares to which the shareholder is entitled as a result of the Consolidation. No delivery of a new share certificate to a Shareholder will be made until the Shareholder surrenders its certificates representing the pre-consolidation Common Shares along with the letter of transmittal to the registrar and transfer agent of the Company in the manner detailed therein.

Effect on Convertible and Exercisable Securities

The exercise or conversion price and/or the number of Common Shares issuable under any outstanding convertible and exercisable securities, including under outstanding options, warrants, rights, and any other similar securities will be proportionately adjusted upon the implementation of the Consolidation, in accordance with the terms of such securities, on the same basis as the Consolidation.

Effect on Non-Registered Holders

Non-Registered Beneficial Holders holding their Common Shares through a bank, broker or other nominee should note that such banks, brokers or other nominees may have specific procedures for processing the Consolidation. If you hold your Common Shares with such a bank, broker or other nominee and if you have any questions in this regard, you are encouraged to contact your nominee.

No Dissent Rights

Under the OBCA, Shareholders do not have dissent and appraisal rights with respect to the proposed Consolidation.

5. REPORT AND FINANCIAL STATEMENTS

The audited financial statements of the Company for the year ended December 31, 2019, the auditor's report thereon and management's discussion and analysis will be tabled at the Meeting (collectively, the "**Financial Statements**"). A copy of the Financial Statements is available at the request of Shareholders. No formal action will be taken at the Meeting to approve the Financial Statements. If Shareholders have questions respecting the Financial Statements, the questions will be addressed during the "Other Business" portion of the Meeting.

6. ELECTION OF DIRECTORS

The Company currently has five (5) directors, all of whom are being nominated for election (the "**Management Slate**"). The following table sets forth the name of each of the persons proposed to be nominated for election as a director, all positions and offices in the Company presently held by such nominee, the nominee's municipality of residence, principal occupation at the present and during the preceding five years, the period during which the nominee has served as a director, and the number and percentage of Common Shares of the Company that the nominee has advised are beneficially owned by the nominee, directly or indirectly, or over which control or direction is exercised, as of the date hereof.

Unless otherwise directed in a properly completed form of proxy, it is the intention of the individuals named in the enclosed form of proxy to vote <u>FOR</u> the election of the persons named in the following table to the Board. Management does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, proxies held by management designees will be voted for another nominee in their discretion unless the Shareholder has specified in their form of proxy that their Common Shares are to be withheld from voting in the election of directors. Each director elected will hold office until the next annual general meeting of Shareholders or until his successor is duly elected, unless his office is earlier vacated in accordance with the by-laws of the Company or the provisions of the OBCA to which the Corporation is subject.

Pursuant to the Advance Notice clause in the By-laws (the "**By-Laws**") of the Company approved by the Shareholders on May 29, 2019 and effective as of June 13, 2019, any additional director nominations for the Meeting must be received by the Company in compliance with the By-Laws no later than the close of business on April 25, 2020. As at the date hereof, no such nominations had been received by the Company, and therefore Management's nominees for election as directors set forth below shall be the only nominees eligible to stand for election at the Meeting.

Name, Municipality, Province and Country of Residence	Director Since	Principal Occupations for the Previous Five Years	Number of Common Shares Beneficially Owned, or over which Control or Direction is Exercised, Directly or Indirectly[(1)]
Neil Sweeney *Toronto, Ontario* *Canada*	June 14, 2019	Neil Sweeney is the Founder, Director, CEO, and Chairman of Freckle IoT. Mr. Sweeney dedicates 100% of his time to his role within the Company. Mr. Sweeney has extensive experience at the senior management level of startups and has been involved in several large startups and successful sales. In 2010, Mr. Sweeney founded Juice Mobile, a mobile technology and advertising firm, which was acquired by Yellow Pages in 2016. As the founder and former CEO of Juice Mobile, he was responsible for ushering in some of the most prolific brands and publishers into the mobile space. Prior to launching Juice Mobile, Mr. Sweeney was an owner in StreamTheWorld and was instrumental in building it into the world's first, and largest, in-stream programmatic audio platform prior to its sale in June 2010. Mr. Sweeney was named among Deloitte's Fast 50 for three years in a row and was a two-time Finalist for Ernst & Young's Entrepreneur of the Year. Mr. Sweeney holds an MBA from the University of Edinburgh.	144,247,350[(1)]
Robert Fernicola *Mississauga, Ontario* *Canada*	June 14, 2019	Mr. Fernicola was a director of Freckle IoT. After graduating from the University of Toronto with distinction, he began articling at Ernst and Young, working in audit and assurance. During his time at Ernst and Young, he obtained his CA (CPA). Mr. Fernicola decided to leave in order to further his academic interests at the London School of Economics where he earned a Master's of Science in International Accounting and Finance and graduated with merit. Shortly after, he returned to Ernst and Young and joined their Mergers and Acquisitions Due Diligence service line, where shortly thereafter, he became a senior manager. He was involved in audit and assurance engagements in addition to multiple mergers and acquisitions of public companies. In 2005, Mr. Fernicola left his role as Senior Manager at Ernst and Young to pursue a career in real estate development. In 2012, he founded his own development and management company, Carringwood Developments. Mr. Fernicola recently completed a 53-unit residential development in Vaughan and is currently developing a 14-unit estate project in Caledon. Mr. Fernicola is a successful entrepreneur and highly educated individual. With his professional credentials and broad experience, Mr. Fernicola brings a unique perspective to the Company.	635,000[(2)]

Name, Municipality, Province and Country of Residence	Director Since	Principal Occupations for the Previous Five Years	Number of Common Shares Beneficially Owned, or over which Control or Direction is Exercised, Directly or Indirectly[(1)]
Kevin Shea *Algonquin Highlands*, *Ontario Canada*	June 14, 2019	Mr. Shea has extensive experience in the technology industry and brings invaluable insight to the Company. Mr. Shea has held the positions of President of YTV, President of Atlantis Communications, President of Global Television Network and President of Sirius Satellite Radio Canada. As President of Sirius Satellite Radio Canada, Mr. Shea's role was, among other things, to attain the CRTC licence, which he accomplished. In 2006, former Premier of Ontario, Dalton McGuinty, appointed Mr. Shea to Chair of the Ontario Media Development Council for a 3-year term. Mr. Shea was then reappointed for two additional terms and held that role until 2015. Mr. Shea has sat on numerous technology boards, as both an advisor and director. He is currently an advisor to Infuicity.com and to Slate Entertainment Group, a blockchain technology company. He also serves as the Chairman of ChezShea Communications, a role he has had for the last decade. He is continually retained by companies to provide advice in marketing, strategy and government relations. Mr. Shea holds a Bachelor of Arts degree from York University.	100,000
Michael Atkinson *Vancouver, BC Canada*	February 13, 2009	Since November 2013, Mr. Atkinson has been the CEO of Earlston Investments Corp. a private merchant bank specializing in mortgage and bridge loans. Since 2008, he has been President of Maverick Projects Inc., a private consulting company focused on providing structured finance products and advice relating to strategies involving financing, mergers and acquisitions within the junior resources and technology sectors. He also services as director and officer of several other public companies.	1,297,530
Jason Maguire *Toronto, Ontario, Canada*	February 4, 2020	Mr. Maguire has over 25 years of leadership experience in various senior roles in sales, marketing, finance and IT. He is currently the principal of JM Advisory Group Inc., a consulting firm specializing in marketing, distribution, operations, and strategic planning. From 2008 to 2020, Mr. Maguire has been the Chairman, President and CEO of Hailus Financial Group Ltd. (formerly Heritage Financial Group Ltd.) where he played a key role in implementing the sales, distribution and fintech strategies to drive growth of the company's assets under management and overall increase in customer base for its financial products. Mr. Maguire is currently a Chairman and Director of Tall Tale Spirits Co. Mr. Maguire holds a BA from the University of Waterloo.	3,750,000

Notes:

(1) Mr. Sweeney directly owns 1,000,000 Common Shares, and beneficially holds 99,000,000 Common Shares through Sweeney Oriole Trust of which he is a beneficiary and 44,247,350 Common Shares through Sweeney Data Equity Holdco. Inc. ("**Data Holdco**") of which he holds 1,187,500 Class A Preference Shares and 100 Class V Preference Shares of Data Holdco.

(2) Mr. Fernicola directly owns 135,000 Common Shares and beneficially holds 500,000 Common Shares through Timiro Holdings Ltd.

Cease Trade Orders

Other than as disclosed below, no proposed director, within 10 years before the date of this Circular, has been a director, chief executive officer or chief financial officer of any company that:

(a) was subject to: (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**") that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

(b) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies

No proposed director, within 10 years before the date of this Circular, has been a director or executive officer of any company that, while the proposed director was acting in that capacity, or within a year of the proposed director ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Personal Bankruptcies

No proposed director has, within 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such proposed director.

Penalties and Sanctions

No proposed director has been subject to:

(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

7. APPOINTMENT OF AUDITOR

The management of the Company intends to nominate MNP LLP, Chartered Professional Accountants ("**MNP LLP**"), for re-appointment as the auditors of the Company at a remuneration to be fixed by the Board and to hold such office until the next annual meeting of the Company. MNP LLP has served as auditor of the Company since June 14, 2019.

The resolutions appointing MNP LLP as auditors of the Company must be approved by a simple majority of the votes cast at the Meeting by the Shareholders voting in person or by proxy.

Unless otherwise directed in a properly completed form of proxy, it is the intention of the individuals named in the enclosed form of proxy to vote <u>FOR</u> the resolution appointing MNP LLP as auditor for the Company for the next ensuing year and to authorize the Board to fix the remuneration of the auditor.

8. AMENDMENT OF STOCK OPTION PLAN

Pursuant to TSXV Policy 4.4 – *Incentive Stock Options* (the "**Option Policy**"), the Company is permitted to maintain a "rolling" stock option plan which reserves a percentage of the issued and outstanding Common Shares for issuance pursuant to stock options of the Company (each an "**Option**" and collectively, the "**Options**"). The Company's existing stock option plan (the "**Option Plan**") was previously approved by the Shareholders at the annual and special meeting of Shareholders held on June 22, 2018 and at the annual and special meeting of Shareholders held on May

29, 2019. In accordance with the Option Policy, rolling stock option plans must be approved by Shareholders on an annual basis.

Summary of the Option Plan

The Option Plan is administered by the Board, or if appointed, by a special committee of directors appointed from time to time by the Board. Directors, officers, consultants, and employees of the Company or any of its subsidiaries, and employees of a person or company which provides management services to the Company or its subsidiaries shall be eligible to be granted Options under the Option Plan. The aggregate number of Common Shares which may be reserved for issuance under the Option Plan shall not exceed 10% of the Company's issued and outstanding Common Shares. The number of Common Shares subject to an Option to a participant shall be determined by the Board, but no participant shall be granted an Option which exceeds the maximum number of shares permitted by the TSXV, any stock exchange on which the Common Shares are then listed, or any other regulatory body having jurisdiction. The exercise price of the Common Shares covered by each Option shall be determined by the Board, provided however, that the exercise price shall not be less than the price permitted by the TSXV, any stock exchange on which the Common Shares are then listed, or any other regulatory body having jurisdiction. The maximum length of any Option shall be 10 years from the date the Option is granted, provided that participant's Options expire 12 months after a participant ceases to act for the Corporation, subject to extension at the discretion of the Board, except upon the death of a participant, in which case the participant's estate shall have 12 months in which to exercise the outstanding Options. The Option Plan includes a provision that should an Option expiration date fall within a blackout period or immediately following a blackout period, the expiration date will automatically be extended for 10 business days following the end of the blackout period. The Option Plan allows the Board to terminate or discontinue the Option Plan at any time without the consent of the option holders provided that such termination or discontinuance shall not alter or impair any option previously granted under the Option Plan.

Amendments to the Option Plan

The Board proposes to make the following amendments to the Option Plan:

> (a) in the event that any Option holder ceases to be a director, officer, consultant, employee of the Company or its subsidiaries or employee of a person or company which provides management services to the Company or its subsidiaries for any reason, other than death (each a "**Termination Event**"), unless otherwise determined by the Board at any time prior to the date of the Termination Event, all unvested Options will immediately terminate on the date of the Termination Event and all vested Options will terminate on the date that is thirty (30) days from the date of the Termination Event;
>
> (b) in the event of the death of any Option holder, all unvested Options will immediately terminate on the date of the death of the Option holder, and all vested Options will terminate on the earlier of: (i) the date that is ninety (90) after such death and (ii) the applicable expiry date;
>
> (c) subject to any necessary regulatory approvals, including but not limited to the approval of the TSXV, the Board will have the power to amend the expiry date of any Options previously granted under the Option Plan; and
>
> (d) the Option Plan will be governed under the laws of the Province of Ontario (collectively, the "**Amendments**").

Pursuant to Section 18 of the Option Plan, the Amendments must be approved by the Shareholders. The Amended Option Plan (as defined herein) is subject to the approval of the TSXV.

At the Meeting, Shareholders will be asked to consider, and, if deemed advisable, to approve the ordinary resolution attached hereto as **Appendix "F"** to approve the amended Option Plan (the "**Amended Option Plan**"). The full text of the proposed Amended Option Plan is set out in **Appendix "G"** to this Circular.

In order to be adopted, the resolution approving the Amended Option Plan must be passed by the affirmative vote of at least a majority of the votes cast by Shareholders at the Meeting, whether in person or by proxy. **Unless otherwise directed in a properly completed form of proxy, it is the intention of the individuals named in the enclosed form of proxy to vote <u>FOR</u> the resolution approving the Amended Option Plan. If you do not specify how you want your Common Shares voted at the Meeting, the persons named as proxyholders in the enclosed form of proxy will cast the votes represented by your proxy at the Meeting <u>FOR</u> the resolution approving the Amended Option Plan.**

The Board recommends that Shareholders vote FOR the resolution approving the Amended Option Plan.

9. REPRICE OF CERTAIN STOCK OPTIONS EXISTING UNDER THE AMENDED OPTION PLAN

In order to recreate value in the currently issued and outstanding Options as a continuing incentive instrument, Management has deemed it desirable for the Company to reprice certain previously issued and outstanding Options (as set forth in the table below). Management has suggested that the exercise price of such Options be repriced at $0.05 per Common Share (or such greater price as may be approved by the Board), subject to, the Consolidation Ratio (upon completion of the Consolidation) and TSXV approval (the "**Repricing**"). The Repricing is intended to align the exercise price of the Options with the current market pricing of the Common Shares of the Company. All of the other terms of the Options shall remain the unchanged.

The Company wishes to reprice a total of 3,509,772 Options, of which 2,549,772 Options are held by insiders of the Company, representing 1.6% and 1.2%, respectively, of the current issued and outstanding shares.

In accordance with the terms of the Amended Option Plan and the policies of the TSXV, the Repricing of the 2,549,772 Options held by insiders is subject to disinterested shareholder approval (simple majority), excluding any votes cast by insiders of the Company entitled to receive a benefit under the Repricing. An aggregate of 2,549,772 pre-consolidated Options (post-consolidation Options held by insiders will range from 849,924 to 254,977 depending upon the Consolidation Ratio selected by the Board) held by insiders are subject to the Repricing. Based on the present shareholdings of the directors and senior officers of the Company, a total of 146,538,380 Common Shares will be excluded from voting on the Repricing Resolution (as defined herein). See "*Disinterested Shareholder Approval and TSXV Approval*" below for further details regarding the insiders who are not eligible to vote on the Repricing Resolution.

In accordance with the provisions of the Amended Option Plan, disinterested shareholder approval is not required for the Repricing of 960,000 options that are held by non-insiders.

The Options subject to the Repricing(1) were granted on the dates and at the prices set forth below:

Option Holder by Category	Grant Date	Number of Options	Original Exercise Price	Expiry Date
Consultants and Employees	Jul 12/2018	15,000	$0.30	Jul 12/2023
	Jul 24/2018	125,000	$0.30	Jul 24/2023
	Oct 11/2018	15,000	$0.30	Oct 11/2023
	Oct 28/2018	5,000	$0.30	Oct 28/2023
	Jun 17/2019	500,000	$0.20	Jun 17/2022
	Aug 29/2019	300,000	$0.20	Aug 28/2024

Insiders	Relationship to the Company	Grant Date	Number of Options	Original Exercise Price	Expiry Date
Andrew Elinesky(2)	Chief Financial Officer	Oct 15/2019	1,000,000	$0.20	Oct 15/2024
Anthony Tsigourakos(3)	Chief Revenue Officer	Oct 4/2018	315,000	$0.15	Oct 4/2023
Brad Marks(4)	Consultant, Product Development	Oct 4/2018	315,000	$0.15	Oct 4/2023
Kevin Shea(5)	Director	Aug 29/2019	50,000	$0.20	Aug 28/2024
Laura Jordan(6)	VP, Finance	Oct 4/2018	315,000	$0.15	Oct 4/2023
Marla Baum(7)	Head of People	Oct 4/2018	315,000	$0.15	Oct 4/2023
Michael Atkinson(8)	Director	Aug 29/2019	50,000	$0.20	Aug 28/2024
		Mar 22/2017	89,772	$0.178	Mar 22/2022
Neil Sweeney(9)	CEO, Chairman & Director	Aug 29/2019	50,000	$0.20	Aug 28/2024

Robert Fernicola[(10)]	Director	Aug 29/2019	50,000	$0.20	Aug 24/2024

Note:

(1) The options subject to the Repricing will be subject to applicable hold periods, including but not limited to the Exchange Hold Period (as defined under TSXV Policy 1.1 – *Interpretation*).
(2) As at the Record Date, Mr. Elinesky held an aggregate of 1,000,000 Options.
(3) As at the Record Date, Mr. Tsigourakos held an aggregate of 1,115,000 Options.
(4) As at the Record Date, Mr. Marks held an aggregate of 1,115,000 Options.
(5) As at the Record Date, Mr. Shea held an aggregate of 50,000 Options.
(6) As at the Record Date, Ms. Jordan held an aggregate of 969,000 Options.
(7) As at the Record Date, Ms. Baum held an aggregate of 969,000 Options.
(8) As at the Record Date, Mr. Atkinson held an aggregate of 139,772 Options.
(9) As at the Record Date, Mr. Sweeney held an aggregate of 50,000 Options.
(10) As at the Record Date, Mr. Fernicola held an aggregate of 50,000 Options.

Disinterested Shareholder Approval and TSXV Approval

The following insiders of the Company, holding an aggregate of 146,538,380 Common Shares, are ineligible to vote on the Repricing Resolution (as defined below): Michael Atkinson (1,297,530 Common Shares); Marla Baum (12,500 Common Shares); Andrew Elinesky (238,500 Common Shares); Robert Fernicola (635,000 Common Shares); Laura Jordan (5,000 Common Shares); Brad Marks (2,500 Common Shares); Kevin Shea (100,000 Common Shares) and Neil Sweeney (144,247,350 Common Shares). If the Repricing Resolution is not passed by a majority of the disinterested Shareholders present in person or by proxy at the Meeting, the Company will not proceed with the Repricing.

At the Meeting, Shareholders will be asked to consider, and, if deemed advisable, to approve the ordinary resolution attached hereto as **Appendix "H"** to approve the Repricing (the "**Repricing Resolution**").

In order to be adopted, the Repricing Resolution must be passed by the affirmative vote of at least a majority of the votes cast by disinterested Shareholders at the Meeting, whether in person or by proxy. **Unless the disinterested Shareholder has specifically instructed in the enclosed form of proxy that the Common Shares represented by such proxy are to be voted against the Repricing Resolution, the persons named in the accompanying proxy will vote FOR the resolution approving the Repricing.**

10. DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

10.1 Compensation Discussion and Analysis

Named Executive Officers

The following discussion describes the elements of the Company's executive compensation program, in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**"), and provides details of all compensation for each of the directors and named executive officers (each, an "**NEO**") of the Company for the fiscal year ended December 31, 2019.

In this Circular "**Named Executive Officer**" or "**NEO**" means each of the following individuals:

(a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;

(b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;

(c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000 for that financial year; and

(d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year.

As at December 31, 2019, the Named Executive Officers of the Company were:

- Neil Sweeney, Chief Executive Officer, Director and Chairman
- Michael Atkinson, Former President and Chief Executive Officer
- Andrew Elinesky, Chief Financial Officer
- Sean Homuth, Former Chief Financial Officer
- John Downes, Former Chief Financial Officer
- Anthony Tsigourakos, Chief Revenue Officer

For the year ended December 31, 2019, Mr. Atkinson was paid, through an affiliated entity, $12,500 for his services as Chief Executive Officer. Mr. Downes was compensated through his association with Earlston Management Corp. ("**Earlston**"), which provided the services of the Chief Financial Officer, the corporate secretary, and accounting, office and administrative services. Mr. Homuth was compensated through his association with Positive Venture Group Inc., which provided the services of the Chief Financial Officer. Neither Mr. Atkinson nor Mr. Downes received any other salary, share-based awards, non-equity incentive plan compensation, pension value or other compensation other than option-based awards for their roles as officers of the Company and neither received any compensation in their capacity as directors of the Company. See "*Narrative Discussion*" and "*Corporate Services Contracts*" below.

10.2 Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth the information required under Form 51-102F6V, regarding all compensation paid, payable, granted or otherwise provided during the two most recently completed financial years of the Company, to all persons acting as directors or as Named Executive Officers, as this expression is defined in Form 51-102F6V.

The following table sets forth all annual and long-term compensation for services paid to or earned by the Named Executive Officers and the directors for the two fiscal years ended December 31, 2019 and December 31, 2018:

TABLE OF COMPENSATION, EXCLUDING COMPENSATION SECURITIES							
Name and Position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Neil Sweeney(1) CEO, Director and Chairman	2019	$187,410	Nil	Nil	Nil	Nil	$187,410
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Michael Atkinson(2) Former President and CEO and Current Director	2019	$12,500	Nil	$11,575	Nil	Nil	$24,075
	2018	$30,000	Nil	Nil	Nil	Nil	$30,000
Andrew Elinesky(3) CFO	2019	$47,916	Nil	Nil	Nil	Nil	$47,916
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Sean Homuth(4) Former CFO	2019	$56,000	Nil	Nil	Nil	Nil	$56,000
	2018	Nil	Nil	Nil	Nil	Nil	Nil
John Downes(5) Former CFO and Director	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Anthony Tsigourakos(6) Chief Revenue Officer	2019	$602,288(7)	Nil	Nil	Nil	Nil	$602,288(7)
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Kevin Shea(8) Director	2019	Nil	Nil	$11,575	Nil	Nil	$11,575
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Robert Fernicola(8) Director	2019	Nil	Nil	$11,575	Nil	Nil	$11,575
	2018	Nil	Nil	Nil	Nil	Nil	Nil
John Farlinger(8)(9) Former Director	2019	Nil	Nil	$11,575	Nil	Nil	$11,575
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Mark Vanry(10) Former Chairman and Director	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil

TABLE OF COMPENSATION, EXCLUDING COMPENSATION SECURITIES							
Name and Position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Scott McLean(11) Former Director	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Mr. Sweeney was appointed as the Company's CEO, Director and Chairman on June 14, 2019. Mr. Sweeney received a car allowance and health care insurance benefits in the aggregate of $13, 243. Mr. Sweeney did not receive any compensation for his role as chairman and director of the Company.
(2) Mr. Atkinson resigned as the Company's President and CEO on June 14, 2019. Mr. Atkinson received management fees through his private company, Maverick Projects Inc. See "*Narrative Discussion*" and "*Corporate Services Contracts*" below.
(3) Mr. Elinesky was appointed as the Company's CFO on October 15, 2019 following the resignation of Mr. Homuth on October 15, 2019. Mr. Elinesky received healthcare insurance benefits.
(4) Mr. Homuth was appointed as the Company's CFO on June 14, 2019 following the resignation of Mr. Downes on June 14, 2019. Mr. Homuth resigned as the Company's CFO on October 15, 2019. Mr. Homuth was compensated through his association with Positive Venture Group Inc.
(5) Mr. Downes resigned as the Company's CFO and from his position as director of the Company on June 14, 2019. Mr. Downes received this compensation from Earlston. See "*Narrative Discussion*" and "*Corporate Services Contracts*" below.
(6) Mr. Tsigourakos was appointed as the Company's Chief Revenue Officer on June 14, 2019.
(7) In 2019 Mr. Tsigourakos received aggregate compensation of US$452,847. This compensation was comprised of a base salary of US$228,124 and commissions of US$224,723. Mr. Tsigourakos' compensation was converted to Canadian dollars at a conversion rate of US$1 to CAD$1.33.
(8) Mr. Shea, Mr. Fernicola and Mr. Farlinger were appointed as directors of the Company on June 14, 2019.
(9) Mr. Farlinger resigned from his position as director on February 4, 2020.
(10) Mr. Vanry resigned from his position as Chairman and director of the Company on June 14, 2019.
(11) Mr. McLean resigned from his position as director of the Company on June 14, 2019.

10.3 External Management Companies

During the financial year ended December 31, 2019, pursuant to statement of work, which was governed by a master service agreement dated January 1, 2018 among Positive Venture Group Inc. and Freckle IoT Mr. Homuth provided CFO services to the Company for a fee of $7,000 per month.

During the financial year ended December 31, 2019, pursuant to a consulting agreement entered into effective May 1, 2014, the Company paid fees of $12,500 to Maverick Projects Inc., a private company owned by Michael Atkinson, for management and business development services provided by Michael Atkinson, at a monthly rate of $2,500.

During the financial year ended December 31, 2019, the Company paid aggregate fees of $88,000 (2018 - $96,000) to Earlston, a private management company, pursuant to a services agreement whereby Earlston provides various administrative and related corporate services to the Company.

See "*Director and Named Executive Officer Compensation, Excluding Compensation Securities*".

10.4 Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each NEO and director by the Company for services provided or to be provided, directly or indirectly, to the Company in the fiscal year ended December 31, 2019:

TABLE OF COMPENSATION, EXCLUDING COMPENSATION SECURITIES							
Name and Position	**Type of Compensation Security**	**Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class**	**Date of Issue or Grant**	**Issue, Conversion or Exercise Price ($)**	**Closing Price of Security or Underlying Security on Date of Grant ($)**	**Closing Price of Security or Underlying Security at Year End ($)**	**Expiry Date**
Neil Sweeney(1) CEO, Director and Chairman	Options	50,000 Options 50,000 Underlying Common Shares (>0.1%)(2)	August 29, 2019	0.20	0.12	0.055	August 28, 2024
Michael Atkinson(3)(4) Former President and CEO and Current Director	Options	50,000 Options 50,000 Underlying Common Shares (>0.1%)(2)	August 29, 2019	0.20	0.12	0.055	August 28, 2024
Andrew Elinesky(5) CFO	Options	1,000,000 Options 1,000,000 Underlying Common Shares (0.5%)(2)	October 15, 2019	0.20	0.085	0.055	October 15, 2024
Sean Homuth(6) Former CFO	N/A	Nil	N/A	N/A	N/A	0.055	N/A
John Downes(7)(4) Former CFO and Director	N/A	Nil	N/A	N/A	N/A	0.055	N/A
Anthony Tsigourakos(8) Chief Revenue Officer	N/A	Nil	N/A	N/A	N/A	0.055	N/A
Kevin Shea(9) Director	Options	50,000 Options 50,000 Underlying Common Shares (>0.1%)(2)	August 29, 2019	0.20	0.12	0.055	August 28, 2024
Robert Fernicola(10) Director	Options	50,000 Options 50,000 Underlying Common Shares (>0.1%)(2)	August 29, 2019	0.20	0.12	0.055	August 28, 2024
John Farlinger(11) Former Director	Options	50,000 Options 50,000 Underlying Common Shares (>0.1%)(2)	August 29, 2019	0.20	0.12	0.055	February 4, 2021
Mark Vanry(12)(4) Former Chairman and Director	N/A	Nil	N/A	N/A	N/A	0.055	N/A
Scott McLean(11) Former Director	N/A	Nil	N/A	N/A	N/A	0.055	N/A

Notes:

(1) As at December 31, 2019, Mr. Sweeney had an aggregate of 50,000 options to purchase 50,000 Common Shares of the Company at an exercise price of $0.20 which expire on August 28, 2024, pursuant to options awarded to Mr. Sweeney on August 29, 2019. As at December 31, 2019, all options held by Mr. Sweeney have vested.

(2) Calculated by dividing the number of underlying Common Shares by the number of issued and outstanding Common Shares as at the Record Date, being 216,521,909 Common Shares.

(3) As at December 31, 2019, Mr. Atkinson had an aggregate of 139,772 options to purchase (a) 50,000 Common Shares of the Company at an exercise price of $0.20 which expire on August 28, 2024, pursuant to options awarded to Mr. Atkinson on August 29, 2019; and (b) 89,772 Common Shares at an exercise price of $0.178 which expire on March 22, 2022, pursuant to options awarded to Mr. Atkinson on March 22, 2017. As at December 31, 2019, all options held by Mr. Atkinson have vested.

(4) On June 13, 2019, in connection with the business combination between Freckle IoT and the Company, the Company

completed a consolidation of its outstanding Common Shares on the basis of one post consolidation Common Share for every 2.2278588 pre-consolidation Common Shares. Accordingly, as at June 13, 2019 all outstanding options were consolidated.

(5) As at December 31, 2019, Mr. Elinesky had an aggregate of 1,000,000 options to purchase 1,000,000 Common Shares of the Company at an exercise price of $0.20 which expire on October 15, 2024, pursuant to options awarded to Mr. Elinesky on October 15, 2019. The options vest annually on the anniversary of the date of grant in three equal installments.

(6) As at December 31, 2019, Mr. Homuth did not hold any options to purchase Common Shares of the Company.

(7) As at December 31. 2019 Mr. Downes had an aggregate of 112,215 options to purchase 112,215 Common Shares of the Company at an exercise price of $0.178 which expire on June 14, 2020, pursuant to options awarded to Mr. Downes on March 22, 2017. As at December 31, 2019, all options held by Mr. Downes have vested. On June 14, 2020, the expiry of the options held by Mr. Downes was accelerated to June 14, 2020 in accordance with the Option Plan.

(8) As at December 31, 2019, Mr. Tsigourakos had an aggregate of 1,115,000 options to purchase (a) 315,000 Common Shares of the Company at an exercise price of $0.15 which expire on October 4, 2023, pursuant to options awarded to Mr. Tsigourakos on October 4, 2018; (b) 134,001 Common Shares at an exercise price of $0.05 which expire on May 9, 2023, pursuant to options awarded to Mr. Tsigourakos on May 9, 2018; and (c) 665,999 Common Shares at an exercise price of $0.05 which expire on May 30, 2022, pursuant to options awarded to Mr. Tsigourakos on May 30, 2017. The options vest annually on the anniversary of the date of grant in three equal installments. The options held by Mr. Tsigourakos were issued by Freckle IoT Ltd. and exchange for options of the Company on June 14, 2019 on closing of the business combination between Freckle IoT Ltd. and the Company.

(9) As at December 31, 2019, Mr. Shea had an aggregate of 50,000 options to purchase 50,000 Common Shares of the Company at an exercise price of $0.20 which expire on August 28, 2024, pursuant to options awarded to Mr. Shea on August 29, 2019. As at December 31, 2019, all options held by Mr. Shea have vested.

(10) As at December 31, 2019, Mr. Fernicola had an aggregate of 50,000 options to purchase 50,000 Common Shares of the Company at an exercise price of $0.20 which expire on August 28, 2024, pursuant to options awarded to Mr. Fernicola on August 29, 2019. As at December 31, 2019, all options held by Mr. Fernicola have vested.

(11) As at December 31, 2019, Mr. Farlinger had an aggregate of 50,000 options to purchase 50,000 Common Shares of the Company at an exercise price of $0.20 which expire on February 4, 2021, pursuant to options awarded to Mr. Farlinger on August 29, 2019. As at December 31, 2019, all options held by Mr. Farlinger have vested. On February 4, 2020, the expiry of the options held by Mr. Farlinger was accelerated to February 4, 2021 in accordance with the Option Plan.

(12) As at December 31. 2019 Mr. Vanry had an aggregate of 134,658 options to purchase 134,658 Common Shares of the Company at an exercise price of $0.178 which expire on June 14, 2020, pursuant to options awarded to Mr. Vanry on March 22, 2017. As at December 31, 2019, all options held by Mr. Vanry have vested. On June 14, 2020, the expiry of the options held by Mr. Vanry was accelerated to June 14, 2020 in accordance with the Option Plan.

(13) As at December 31, 2019, Mr. McLean had an aggregate of 134,657 options to purchase 134,657 Common Shares of the Company at an exercise price of $0.178 which expire on June 14, 2020, pursuant to options awarded to Mr. McLean on September 13, 2017. As at December 31, 2019, all options held by Mr. McLean have vested. On June 14, 2020, the expiry of the options held by Mr. McLean was accelerated to June 14, 2020 in accordance with the Option Plan.

No options or other compensation securities were exercised by any Named Executive Officers or directors of the Corporation in the financial year ended December 31, 2019.

10.5 Stock Option Plans and Other Incentive Plans

The Company has adopted the stock option plan described under "*Amendment of Stock Option Plan*", being referred to as the "Option Plan". The Option Plan was most recently approved by the shareholders of the Company on May 29, 2019 and is required to be re-approved yearly at the Company's annual meeting of shareholders. The Company has submitted to Shareholders the Amended Option Plan for approval at the Meeting. Refer to "*Amendment of Stock Option Plan*" for a description of the material amendment to the Option Plan.

10.6 Employment, Consulting and Management Agreements

The Company has entered into employment agreements with certain NEOs. The agreements establish the terms and conditions that will apply during their employment with the Company as well as the terms and conditions that will apply upon their termination of employment.

Neil Sweeney, Chief Executive Officer, Chairman and Director

Effective January 1, 2015, Freckle IoT Ltd. entered into an employment agreement with Mr. Sweeney in respect of his services as Chief Executive Officer of Freckle IoT Ltd. This agreement was amended by a letter agreement dated April 23, 2019. Under the terms of the amended agreement, Freckle IoT paid Mr. Sweeney a gross annual salary of $260,000.00. On June 14, 2019, following closing of the business combination between Freckle IoT and the Company, the Company assumed the obligations under the letter agreement dated April 23, 2019. Mr. Sweeney is subject to non-competition, non-solicitation and non-disparagement clauses, which are effective during the entire term of his employment and 6 months thereafter. In addition, Mr. Sweeney is restricted from disclosing any confidential information to any person except where the disclosure is made in the course of the performance of his duties and responsibilities under the agreement to a person who is employed by the Company or with the Company's prior consent during the entire term of his employment. In the case in which Mr. Sweeney develops any moral rights in and to any intellectual property that he may create during his term of employment, Mr. Sweeney agrees to waive any such right in favour of the Company. Mr. Sweeney's employment will be indefinite, unless it is terminated in accordance with the terms of his employment agreement. The Company may, at any time during the term of his employment, terminate Mr. Sweeney's employment for just cause. In any case other than for just cause, the Company may terminate Mr. Sweeney's employment by providing him with the greater of one year or the minimum amount of notice of termination or pay in lieu of notice as required by the Employment Standards Act (Ontario). This agreement may not be assigned by Mr. Sweeney without the prior written consent of the Company and will be governed by the laws of the Province of Ontario. This agreement may be assigned by the Company without prior written consent of Mr. Sweeney. This agreement shall enure to the benefit of and be binding on the Company and Mr. Sweeney and their respective successors and assigns.

Andrew Elinesky, Chief Financial Officer

Effective October 17, 2019 the Company entered into an employment agreement with Mr. Elinesky in respect of his services as Chief Financial Officer. Pursuant to the employment agreement, the Company pays Mr. Elinesky a gross annual salary of $230,000.00. Mr. Elinesky is eligible to participate in the Option Plan. Mr. Elinesky is subject to non-competition, non-solicitation and non-disparagement clauses, which are effective during the entire term of his employment and one year thereafter. In addition, Mr. Elinesky is restricted from disclosing any confidential information to any person except where the disclosure is made in the course of the performance of his duties and responsibilities under the agreement to a person who is employed by the Company or with the Company's prior consent during the entire term of his employment. In the case in which Mr. Elinesky develops any moral rights in and to any intellectual property that he may create during his term of employment, Mr. Elinesky agrees to waive any such right in favour of the Company. Mr. Elinesky's employment will be indefinite, unless it is terminated in accordance with the terms of his employment agreement. The Company may, at any time during the term of his employment, terminate Mr. Elinesky's employment for just cause. In any case other than for just cause, the Company may terminate Mr. Elinesky's employment by providing him with six (6) months' severance of Mr. Elinesky's base salary in the first year of employment. The Company will provide Mr. Elinesky with an additional one month's severance for every year of service with the Company thereafter. In the event that a court of competent jurisdiction determines Mr. Elinesky has been constructively dismissed, Mr. Elinesky will be entitled to the entitlement outlined in the employment agreement for a termination other than for just cause. This agreement may not be assigned by Mr. Elinesky without the prior written consent of the Company and will be governed by the laws of the Province of Ontario. This agreement may be assigned by the Company without the prior written consent of Mr. Elinesky.

Sean Homuth (Positive Venture Group Inc.), Former Chief Financial Officer

On March 1, 2019 Freckle IoT was provided with a statement of work, which was governed by a master service agreement dated January 1, 2018, from Positive Venture Group Inc. On June 14, 2019, following closing of the business combination between Freckle IoT and the Company, the Company assumed the obligations under the agreement. Pursuant to the agreement, Sean Homuth provided Chief Financial Officer services to Freckle IoT and then to the Company for a term that began on March 1, 2019 and concluded on October 15, 2019. Pursuant to the agreement, Mr. Homuth committed one day per week to performing his services and the Company paid Positive Venture Group Inc. $7,000.00 per month for the services of Mr. Homuth. Either party was able to terminate the agreement on thirty days written notice.

Anthony Tsigourakos, Chief Revenue Officer

On April 17, 2017, Freckle IoT Ltd. entered into an employment agreement with Anthony Tsigourakos in respect of his services as Vice President of Sales. On March 1, 2019 Mr. Tsigourakos was promoted to Chief Revenue Officer. The employment agreement was amended on April 24, 2019. On June 14, 2019, following closing of the business combination between Freckle IoT Ltd. and the Company, the Company assumed the obligations under the amended agreement. Pursuant to the amended agreement, the Company paid Mr. Tsigourakos a gross annual salary of US$235,000.00. In addition to Mr. Tsigourakos' base salary, Mr. Tsigourakos also received up to 13% commission on sales which he generated and 2% commission on sales generated by his sales team. Mr. Tsigourakos is also eligible to participate in the Option Plan. Mr. Tsigourakos is subject to both non-competition and non-solicitation clauses, which are effective during the entire term of his employment and one year thereafter. In addition, Mr. Tsigourakos is restricted from disclosing any confidential information to any person except where the disclosure is expressly authorized by the Company. In the event Mr. Tsigourakos develops any rights in and to any intellectual property that he may create during the term of his employment, Mr. Tsigourakos has agreed that any such rights will be transferred to the Company. Mr. Tsigourakos' employment will be indefinite, unless it is terminated in accordance with the terms of the agreement. The agreement may not be assigned by Mr. Tsigourakos without the prior written consent of the Company and is governed by the laws of the State of New York. This agreement may be assigned by the Company and shall be binding and enure to the benefit of the Company, its successors and assigns.

Other than as set forth herein under the heading "*Executive Compensation – Director and Named Executive Officer Compensation, Excluding Compensation Securities – Narrative Discussion*", the Company was not a party to any contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company, its subsidiaries or affiliates or a change in a Named Executive Officer's responsibilities during the financial year ended December 31, 2019.

10.7 Compensation Objectives and Principles

The Compensation Committee, through discussions without any formal objectives, criteria or analysis, is responsible for determining all forms of compensation to be granted to the directors of the Company to be recommended to the Board for approval. The level of compensation for directors is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and stage of development in the same industry, and the availability of financial and other resources of the Company.

The Compensation Committee is responsible for overseeing the Company's compensation practices and makes compensation-related decisions and recommendations to the Board regarding compensation and equity incentive plans for the executive officers of the Company. The Company's approach to executive compensation has been to provide suitable compensation for executives that is internally equitable, externally competitive and reflects individual achievement. The Company seeks to maintain compensation arrangements that will attract and retain highly qualified individuals who are able and capable of carrying out the objectives of the Company.

The mandate of the Compensation Committee is to establish and review the Company's overall compensation philosophy and its general compensation policies with respect to its executive officers, including the corporate goals and objectives and the annual performance objectives relevant to such officers. The Compensation Committee evaluates each officer's performance in light of these goals and objectives and, based on its evaluation, determines and approves the salary, bonus, Options, and other benefits. In determining compensation matters, the Compensation Committee may consider a number of factors, including the Company's performance, the value of similar incentive awards to officers performing similar functions at comparable companies, the awards given in past years and other factors it considers relevant.

Given the stage of development and financial resources of the Company, the Company's compensation arrangements for NEOs are designed with a view that the level and form of compensation achieves certain objectives, including:

(1) attracting and retaining qualified executives;

(2) motivating the short and long-term performance of these executives; and

(3) better align the interests of the executives with the interests of Shareholders.

The Company chooses to issue Options to maintain a competitive position in the marketplace. The Company currently has in place the Option Plan under which awards have been made to executive officers and directors in amounts relative to positions, overall individual performance, anticipated contribution to the Company's future success and the individual's ability to influence corporate and business performance. The significant terms of the Plan are disclosed in this Circular under "*Particulars of Matters To Be Acted Upon – Re-approval of Stock Option Plan*".

The purpose of granting Options is to assist the Company in compensating, attracting, retaining and motivating the executive officers and directors of the Company and to closely align the personal interest of such persons to the interests of the Shareholders. The recipients of incentive share options and the terms of the share options granted were determined from time to time by the Board. The exercise price of the share options granted is generally determined by the market price at the time of grant.

In addition to the foregoing and Mr. Tsigourakos' base salary, he is entitled to earn up to 13% commission on sales which he generates and 2% commission on sales generated by his sales team.

10.8 Risks of Compensation Policies and Practices

Executive compensation is comprised of short-term compensation in the form of a base salary, bonuses, commissions and long-term incentives through the Company's Option Plan. This structure ensures that a significant portion of executive compensation (the grant of Options) is both long-term and "at risk" and, accordingly, is directly linked to the achievement of business results and the creation of long-term Shareholder value. As the benefits of such compensation, if any, are not realized by officers until a significant period of time has passed, the ability of such officers to take inappropriate or excessive risks that are beneficial to their compensation at the expense of the Company and the Shareholders is limited. As a result, it is unlikely that an officer would take inappropriate or excessive risks at the expense of the Company or the Shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk from their actions.

Due to the small size of the Company and the current level of the Company's activity, the Compensation Committee is able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular meetings of the Compensation Committee during which financial and other information of the Company are reviewed. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

10.9 Financial Instruments

The Company has not implemented any policies which restrict its executive officers and directors from purchasing financial instruments, including prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the executive officer or director. To the knowledge of the Company, none of the NEOs or directors have purchased such financial instruments.

10.10 Pension Plan Benefits

The Company does not have in place any deferred compensation plan or pension plan that provides for payments or benefits at, following or in connection with retirement.

11. SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth securities of the Company that were authorized for issuance under equity compensation plans as at the end of the Company's financial year ended December 31, 2019:

Plan Category	Number of Securities to be issued upon exercise of outstanding options, warrants and rights(1)	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for issuance under equity compensation plans(2)
Equity compensation plans approved by securityholders	7,819,850	$0.138	13,832,340
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	7,819,850	$0.138	13,832,340

Note:

(1) Represents the number of Common Shares reserved for issuance upon exercise of outstanding options granted under the Option Plan as of December 31, 2019.

(2) Represents the number of Common Shares remaining available for future issuance upon exercise of options that could have been granted under the Option Plan as at December 31, 2019. The aggregate number of Common Shares that may be reserved for issuance under the Stock Option Plan shall not exceed 10% of the Corporation's issued and outstanding Common Shares.

12. INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No individual who is, or at any time during the most recent completed fiscal year of the Company was, a director or officer of the Company, a proposed nominee for election as a director of the Company, or any associate of any one of the foregoing persons is, or at any time since the beginning of the most recent completed fiscal year of the Company has been, indebted to the Company or any of its subsidiaries (other than in respect of amounts which constitute routine indebtedness) or was indebted to another entity, where such indebtedness is, or was at any time during the most recent completed fiscal year of the Company, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries. For the purposes of this paragraph, "**support agreement**" includes, but is not limited to, an agreement to provide assistance in the maintenance or servicing of any indebtedness and an agreement to provide compensation for the purpose of maintaining or servicing any indebtedness of the borrower.

13. INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the "**informed persons**" of the Company (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*), nor any Nominee, nor any person who beneficially owns, directly or indirectly, Common Shares carrying more than 10% of the voting rights attached to the issued Common Shares, nor any associate or affiliate of the foregoing persons has any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed fiscal year or in any proposed transaction which has materially affected the Company or would materially affect the Company, or any of its subsidiaries.

14. MANAGEMENT CONTRACTS

Positive Venture Group Inc.

During the financial year ended December 31, 2019 and pursuant to statement of work, which was governed by a master service agreement dated January 1, 2018 among Positive Venture Group Inc. ("**Positive Venture**") and Freckle IoT, Sean Homuth provided CFO services to the Company for a fee of $7,000 per month. During the financial year ended December 31, 2019, the Company paid a total of $56,000 to Positive Venture. Positive Venture is private company that is headquartered in Ottawa, Ontario. None of the persons who were directors or executive officers of the Company or a subsidiary of the Company at any time during the Company's last financial year, the proposed nominees for election to the Board, any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding Common Shares, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in Positive Venture.

Maverick Projects Inc.

During the financial year ended December 31, 2019, pursuant to a consulting agreement entered into effective May 1, 2014, the Company paid fees of $12,500 to Maverick Projects Inc. ("**Maverick**"), a private British Columbia corporation owned by Michael Atkinson, for management and business development services provided by Michael Atkinson, at a monthly rate of $2,500. None of the persons who were directors or executive officers of the Company or a subsidiary of the Company at any time during the Company's last financial year, the proposed nominees for election to the Board, any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding Common Shares, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in Maverick, other than Michael Atkinson, the former President and Chief Executive Officer and current director of the Company, who is also a director and officer of Maverick.

Earlston Management Corp.

Pursuant to a corporate services agreement dated December 1, 2010 (the "**Services Agreement**") between the Company and Earlston, a private British Columbia corporation, the Company paid $8,000 per month to Earlston in consideration of it providing various administrative and related corporate services to the Company, including the services of John Downes as the former Chief Financial Officer of the Company. An aggregate of $88,000 was paid to Earlston during the financial year ended December 31, 2019. Earlston is a private company owned by Earlston

Investments Corp., a private British Columbia corporation. None of the persons who were directors or executive officers of the Company or a subsidiary of the Company at any time during the Company's last financial year, the proposed nominees for election to the Board, any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding Common Shares, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in Earlston or Earlston Investments Corp., other than Michael Atkinson, the former President and Chief Executive Officer and current director of the Company, who is also a director and officer of Earlston Investments Corp. and John Downes, the former Chief Financial Officer and a director of the Company, who is also an officer of Earlston and Earlston Investments Corp.

15. AUDIT AND GOVERNANCE COMMITTEE

15.1 Audit and Governance Committee Mandate

The audit and governance committee of the Board (the "**Audit and Governance Committee**") is a committee to which the Board delegates its responsibility for oversight of the accounting and financial reporting process. The Audit and Governance Committee is also responsible for: (i) overseeing the quality and integrity of the internal controls and accounting procedures of the Company, including reviewing the Company's procedures for internal control with the Company's auditor and Chief Financial Officer; (ii) reviewing and assessing the quality and integrity of the Company's annual and quarterly financial statements and related management discussion and analysis, as well as all other material continuous disclosure documents, such as the Company's annual information form (if applicable); (iii) monitoring compliance with legal and regulatory requirements related to financial reporting; (iv) reviewing and approving the engagement of the auditor of the Company and independent audit fees; (v) reviewing the qualifications, performance and independence of the auditor of the Company, considering the auditor's recommendations and managing the relationship with the auditor, including meeting with the auditor as required in connection with the audit services provided to the Company; (vi) assessing the Company's financial and accounting personnel; (vii) reviewing the Company's risk management procedures; (viii) reviewing any significant transactions outside the Company's ordinary course of business and any pending litigation involving the Company; and (ix) examining improprieties or suspected improprieties with respect to accounting and other matters that affect financial reporting.

Pursuant to National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") the Company is required to disclose certain information with respect to its Audit Committee, as set out below.

15.2 Audit and Governance Committee Composition

The Audit and Governance Committee currently consists of Robert Fernicola (Chair), Kevin Shea and Jason Maguire. All members of the Audit and Governance Committee are independent directors in accordance with NI 52-110 and are "financially literate" within the meaning of Section 1.6 of NI 52-110, as a result of their prior financial experience in a management capacity or as members of audit committees of public companies.

15.3 Audit and Governance Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit and Governance Committee to nominate or compensate an external auditor not adopted by the Board.

15.4 Relevant Education and Experience

Each member of the Audit and Governance Committee has adequate education and experience that is relevant to their performance as a committee member and, in particular, education and experience that have provided the member with: (i) an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves; (ii) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements or experience actively supervising individuals engaged in such activities; and (iii) an understanding of internal controls and procedures for financial reporting.

Robert Fernicola

Mr. Fernicola was a director of Freckle IoT. After graduating from the University of Toronto with distinction, he began articling at Ernst and Young, working in audit and assurance. During his time at Ernst and Young, he obtained his CA (CPA). Mr. Fernicola decided to leave in order to further his academic interests at the London School of Economics where he earned a Master's of Science in International Accounting and Finance and graduated with merit. Shortly after, he returned to Ernst and Young and joined their Mergers and Acquisitions Due Diligence service line, where shortly thereafter, he became a senior manager. He was involved in audit and assurance engagements in addition to multiple mergers and acquisitions of public companies. In 2005, Mr. Fernicola left his role as Senior Manager at Ernst and Young to pursue a career in real estate development. In 2012, he founded his own development and management company, Carringwood Developments.

Kevin Shea

Mr. Shea has held the positions of President of YTV, President of Atlantis Communications, President of Global Television Network and President of Sirius Satellite Radio Canada. As President of Sirius Satellite Radio Canada, Mr. Shea's role was, among other things, to attain the CRTC licence, which he accomplished. In 2006, former Premier of Ontario, Dalton McGuinty, appointed Mr. Shea to Chair of the Ontario Media Development Council for a 3-year term. Mr. Shea was then reappointed for two additional terms and held that role until 2015. Mr. Shea has sat on numerous technology boards, as both an advisor and director. He is currently an advisor to Infuicity.com and to Slate Entertainment Group, a blockchain technology company. He also serves as the Chairman of ChezShea Communications, a role he has had for the last decade. He is continually retained by companies to provide advice in marketing, strategy and government relations. Mr. Shea holds a Bachelor of Arts degree from York University.

Jason Maguire

Mr. Maguire has over 25 years of leadership experience in various senior roles in sales, marketing, finance and IT. After obtaining his Bachelor of Arts degree from the University of Waterloo in 1994, Mr. Maguire completed a number of courses offered by the Canadian Securities Institute and the Investment Funds Institute of Canada related to the roles and responsibilities of directors and officers and public company and investment fund compliance with applicable Canadian securities legislation. Mr. Maguire is currently the principal of JM Advisory Group Inc., which is a consulting firm specializing in marketing, distribution, operations, and strategic planning. From 2008 to 2020, Mr. Maguire is the Chairman, President and CEO of Hailus Financial Group Ltd. (formerly Heritage Financial Group Ltd.) where he played a key role in implementing the sales, distribution and fintech strategies to drive growth of the company's assets under management and overall increase in customer base for its financial products. Mr. Maguire is currently the Chairman and Director of Tall Tale Spirits Co.

15.5 Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. However, the Company is classified as a "venture issuer" within the meaning of applicable securities laws and accordingly, under Part 6 of NI 52-110, is exempt from the requirements of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of NI 52-110.

15.6 Pre-Approval Policies and Procedures

In the event that the Company wishes to retain the services of the Company's external auditors for tax compliance, tax advice or tax planning, the CFO of the Company will consult with the Chair of the Audit and Governance Committee, who will have the authority to approve or disapprove on behalf of the Audit and Governance Committee, such non-audit services. All other non-audit services will be approved or disapproved by the Audit and Governance Committee as a whole.

15.7 External Auditor Service Fees

The aggregate fees billed by the Corporation's external auditors in each of the last two fiscal years for audit and other fees are as follows:

Financial Year Ending	Audit Fees(1)	Audit Related Fees(2)	Tax Fees(3)	All Other Fees(4)
2019	$86,068	$5,136	Nil	Nil
2018	$21,400	Nil	$3,210	Nil

Notes:

(1) The aggregate fees billed for audit services.

(2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and are not disclosed in the 'Audit Fees' column.

(3) The aggregate fees billed for tax compliance, tax advice, and tax planning services.

(4) The aggregate fees billed for professional services other than those listed in the other three columns.

16. CORPORATE GOVERNANCE

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. The Board is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision making.

Pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), the Company is required to disclose its corporate governance practices, as summarized below.

16.1 Board of Directors

The Board is currently comprised of five members, all of whom are nominated for re-election at the Meeting.

NI 58-101 suggests that the board of directors of a public company should be constituted with a majority of individuals who qualify as "independent" directors. An "independent" director is a director who has no direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the board of directors, reasonably interfere with the exercise of a director's independent judgment. The independent judgment of the Board in carrying out its responsibilities is the responsibility of all directors. The Board facilitates independent supervision of management through meetings of the Board and through frequent informal discussions among independent members of the Board and management. In addition, the Board has free access to the Company's external auditors, legal counsel and to any of the Company's officers.

The Board is responsible for determining whether a director is an independent director. Currently, two directors of the Board are not independent directors, being Mr. Sweeney and Mr. Atkinson. As the Chief Executive Officer of the Company, Mr. Sweeney is not an independent director and, as the former Chief Executive Officer and President of the Company, Mr. Atkinson is also not an independent director.

Mr. Fernicola, Mr. Shea, and Mr. Maguire are independent directors within the meaning of NI 58-101 as they have no interest or relationship with the Company other than arising in connection with serving as directors or on committees of the Company.

16.2 Other Directorships

The following directors of the Company are directors of the reporting issuers other than the Company set out opposite their respective names in the following table.

Director	Other Reporting Issuers	Exchange
Michael Atkinson	Legend Power Systems Inc.	TSXV
	Rainy Hollow Ventures Inc.	TSXV
Kevin Shea	TrackX Holdings Inc.	TSXV

16.3 Orientation and Continuing Education

While the Board does not currently have a formal orientation and training program, the Company provides a variety of resources to ensure that each member of the Board maintains the skills and knowledge necessary to meet their obligations as directors. Among other things, new Board members are provided with: (i) information respecting the functioning of the Board and its committees; (ii) information respecting the nature and operation of the business of the Company; (iii) access to recent, publicly-filed documents of the Company and the Company's internal financial information; and (iv) access to management. Moreover, the Board briefs all new directors on the corporate policies of the Company and other relevant corporate and business information. Members of the Board have full access to the Company's records.

16.4 Ethical Business Conduct

The Company has adopted a Code of Business Conduct & Ethics, which applies to all directors, officers, employees and consultants of the Company. The Board has also established a Whistle Blower Policy, which establishes the complaint procedure for concerns about any aspect of the Company's activities and operations. The Company has also adopted a Disclosure Policy which establishes procedures for ensuring adequate disclosure and compliance with disclosure requirements as well as procedures for maintaining confidentiality.

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, as some of the directors of the Company may also serve as directors and officers of other companies engaged in similar business activities, directors must comply with the conflict of interest provisions of the OBCA, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of his interest and would not be entitled to vote at meetings of directors which evoke such a conflict.

16.5 Nomination of Directors

The Company has adopted a Nomination Committee Charter which is responsible for, among other things, the appointment and assessment of directors. The Nomination Committee regularly reviews the diversity of skills, experience, tenure and other relevant characteristics represented by current Board members and makes recommendations to the Board regarding the size and composition of the Board.

The Nomination Committee does not formally assess the performance or contribution of individual Board members or committee members.

16.6 Compensation of Directors and Officers

The Compensation Committee oversees the remuneration practices of the Company. The principal responsibilities of the Compensation Committee include: (i) considering the Company's overall remuneration strategy and, where information is available, verifying the appropriateness of existing remuneration levels using external sources for comparison; (ii) comparing the nature and amount of the Company's directors' and executive officers' compensation to performance against goals set for the year while considering relevant comparative information, independent expert advice and the financial position of the Company; and (iii) making recommendations to the Board in respect of director and executive officer remuneration matters, with the overall objective of ensuring maximum shareholder benefit from the retention of high quality Board and executive team members.

16.7 Corporate Governance

The Board is responsible for corporate governance matters include addressing all governance issues identified by securities regulators and any additional issues as they arise by virtue of the operations and growth of the Company as being emerging progressive issues of corporate governance. The Board has unrestricted access to the Company's personnel and documents and is provided with the resources necessary, including, as required, the engagement and compensation of outside advisors, to carry out its responsibilities.

16.8 Other Board Committees

The Board does not currently have any committees other than the Nomination Committee, Audit and Governance Committee, and the Compensation Committee. For further information regarding the Audit and Governance Committee, see the description under the heading "*Audit and Governance Committee*".

17. OTHER BUSINESS

While there is no other business other than that business mentioned in the Notice of Meeting to be presented for action by the Shareholders at the Meeting, it is intended that the proxies hereby solicited will be exercised upon any other matters and proposals that may properly come before the Meeting or any adjournment or adjournments thereof, in accordance with the discretion of the persons authorized to act thereunder.

18. GENERAL

Except where otherwise indicated, information contained herein is given as of the 14th day of April, 2020.

19. ADDITIONAL INFORMATION

Additional information relating to the Company is available under the Company's profile on SEDAR at www.sedar.com. Financial information is provided in the Company's annual audited financial statements and related management's discussion and analysis for the fiscal year ended December 31, 2019, will also be available under the Company's profile on SEDAR at www.sedar.com. Shareholders may also contact the Company at its principal office address at Suite 400, 409 King Street West, Toronto, Ontario M5V 1K1, to request copies of the Company's most recent annual and interim financial statements and related management's discussion and analysis.

20. APPROVAL

The contents of this Circular and the sending thereof to Shareholders, directors and the auditors of the Company, have been approved by the Board.

ON BEHALF OF THE BOARD OF DIRECTORS

"Neil Sweeney"

Neil Sweeney, Chief Executive Officer, Director, and Chairman

APPENDIX "A"

ASSET PURCHASE AGREEMENT

See attached.

ASSET PURCHASE AGREEMENT

BETWEEN

PLACEIQ, INC.,

AND,

FRECKLE I.O.T. LTD.

MADE EFFECTIVE AS OF

April 1, 2020

TABLE OF CONTENTS

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made effective as of April 1, 2020;

AMONG:

PLACEIQ, INC., a corporation incorporated under the laws of the State of Delaware (hereinafter referred to as the "**Purchaser**"),

OF THE FIRST PART,

– and –

FRECKLE I.O.T. LTD., a corporation incorporated under the laws of the Province of Ontario (hereinafter referred to as the "**Vendor**"),

OF THE SECOND PART,

WHEREAS the Vendor carries on the Purchased Business (as defined below);

AND WHEREAS the Vendor owns all of the Assets (as defined below);

AND WHEREAS the Vendor desire to sell and the Purchaser desires to purchase the Assets pertaining to the Purchased Business upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(a) "**Accrued**" means accrued and payable for services actually provided by or on behalf of the Purchaser or the Vendor;

(b) "**Agreement**" means this agreement and all Schedules attached hereto and all amendments made hereto by written agreement between the parties hereto;

(c) "**Assets**" has the meaning set out in Section 2.1;

(d) "**Assumed Contracts**" means the contracts of the Vendor listed in Schedule 1.1(d);

(e) "**Assumed Liabilities**" means the obligations of the Vendor that the Purchaser expressly assumes in this Agreement;

(f) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, in Ontario or New York, New York;

(g) "**Canada Point-of-Interest Data**" means the data set utilized by the Vendor with respect to point-of-interest location data in Canada;

(h) "**Closing**" means the completion of the sale, transfer, assignment and purchase of the Assets as provided for herein;

(i) "**Closing Date**" means five (5) Business Days or such shorter period agreed to by the Purchaser and the Vendor following satisfaction of conditions of closing set forth in Article 5 provided that if the Closing has not occurred on or prior to May 29, 2020, or such other date as mutually agreed to in writing by the parties, this Agreement shall, subject to Section 5.1.2. and Section 5.2.2., automatically terminate and no amounts will be due or payable to the Vendor by the Purchaser unless otherwise agreed by the Vendor and the Purchaser;

(j) "**Completion Documents**" means the documents to be delivered by the parties at the Time of Closing in connection with the transactions contemplated by this Agreement;

(k) "**Contractual Rights**" has the meaning set out in Section 2.8;

(l) "**Covered Customer Accounts**" means Current Customer Accounts and Other Customer Accounts;

(m) "**Current Customer Accounts**" means customer accounts of Current Customers;

(n) "**Current Customer**" means the current and prospective customers of the Vendor set forth on Schedule 1.1(n);

(o) "**Effective Time**" means 5:00 pm (Toronto time) on April 1, 2020;

(p) "**Employment Agreements**" the employment agreements entered into by the Purchaser with each of the Transferred Employees on the date hereof and effective as of the Time of Closing, substantially in the form set out in Schedule 1.1(p);

(q) "**Encumbrance**" means any mortgage, charge, claim, pledge, hypothec, lien, encumbrance, restriction, option, equitable or ownership interest, license, deed of interest, right of first offer or first refusal, buy/sell agreement, right of others, security interest of any kind, or any other restriction or covenant with respect to, or condition governing the use, construction, transfer, receipt of income or exercise of any other attribute of ownership;

(r) "**Excluded Assets**" has the meaning set out in Section 2.6;

(s) "**Expert**" has the meaning set out in Section 2.4;

(t) “**Financial Statements**” has the meaning set out in Section 3.1;

(u) “**Fundamental Representations**” means the representations and warranties of the Vendor set forth in Sections 3.1(a) through 3.1(l) inclusive;

(v) “**Governmental Authority**” means any national, regional, state, provincial municipal or local authority having jurisdiction;

(w) “**Interim Period**” means the period commencing on the date of this Agreement and ending at the Time of Closing;

(x) “**Killi Data Business**” means the business of the Vendor as it relates to the Killi mobile application and related platform operated by the Vendor, as further described in Schedule 2.6;

(y) “**Laws**” means all applicable federal and provincial legislation and regulations passed pursuant thereto, all municipal by-laws and ordinances and all notices, orders, guidelines, rules and directions of any Governmental Authorities in effect on the date hereof;

(z) “**Liabilities**” means all liabilities, obligations, claims, commitments, demands, suits, proceedings, losses, fines, damages, costs or expenses whatsoever including, without limitation, reasonable legal fees and disbursements;

(aa) “**Material Adverse Effect**”, “**Material Adverse Effect**”, “**Material Adverse Affect**” or phrases of a similar import, means any change or effect that has or could reasonably be expected to have a material and adverse effect on the Assets or the liabilities, operations, financial condition or prospects of the Purchased Business and “**Materially Adversely**” has a corresponding meaning;

(bb) “**MSA**” means each of the following master services agreements: **REDACTED**;

(cc) “**Notice of Disagreement**” has the meaning set out in Section 2.4;

(dd) “**Other Customers**” means customers of the Purchaser in respect of the Purchased Business sourced by a Transferred Employee following the Effective Time which shall not, for greater certainty, include Current Customers;

(ee) “**Other Customer Accounts**” means customer accounts of Other Customers;

(ff) “**Payment Date**” has the meaning set out in Section 2.4;

(gg) “**Permitted Encumbrances**” means the Encumbrances set out in Schedule 1.1(gg);

(hh) “**Person**” means any individual, body corporate, partnership, unincorporated association or syndicate or organization, trust, trustee, legal representative or other entity;

(ii) "**Purchase Price**" has the meaning set out in Section 2.2;

(jj) "**Purchased Business**" means the offline advertising attribution and located-based measurement, analytics, and audience businesses and their associated data business carried on by the Vendor;

(kk) "**Reconciliation Statement**" has the meaning set out in Section 2.4;

(ll) "**Revenue**" means gross revenue *less* any Revenue Share, any specific third-party fees directly related to the execution of an individual campaign, insertion order, or contract, and applicable duties and sales taxes;

(mm) "**Revenue Milestone Amount**" means an amount calculated during each calendar month commencing on the date of this Agreement and concluding on the one year anniversary of the date of this Agreement (the "**Revenue Milestone Term**") for reaching certain milestones of total Revenue Accrued by or on behalf of the Purchaser or the Vendor, as the case may be, from the combination of Current Customer Accounts and Other Customer Accounts with respect to the Purchased Business, with such amount equal to the sum of: (i) $250,000 for Accruing at least $2,000,000 in total Revenue during the Revenue Milestone Term; (ii) an additional $250,000 (an aggregate of $500,000) for Accruing at least $3,000,000 in total Revenue during the Revenue Milestone Term; and, (iii) an additional $400,000 (an aggregate of $900,000) for Accruing at least $4,000,000 in total Revenue during the Revenue Milestone Term (each such milestone, a "**Revenue Milestone**");

(nn) "**Revenue Share**" means any payments or royalty amounts as they are due to any agency, data management platform or advertising platform;

(oo) "**Revenue Sharing Amount**" means an amount calculated in each calendar quarter commencing on the date of this Agreement and concluding on the Revenue Sharing Termination Date, with such amount equal to the sum of: (i) 30% of total Revenue Accrued by the Purchaser and the Vendor, as the case may be, in such calendar quarter from Current Customer Accounts with respect to the Purchased Business; and (ii) 3% of total Revenue Accrued by the Purchaser and the Vendor, as the case may be, in such calendar quarter from Other Customer Accounts with respect to the Purchased Business, to a maximum aggregate Revenue Sharing Amount of $4,000,000 less any Revenue Milestone Amount received;

(pp) "**Revenue Sharing Termination Date**" means the date that is the second (2^{nd}) anniversary of the date of this Agreement;

(qq) "**Review Period**" has the meaning set out in Section 2.4;

(rr) "**Services Agreement**" means the agreement to be entered into between the Vendor, and the Purchaser, substantially in the form set forth in Schedule 1.1 (rr);

(ss) "**Tax**" means any tax, duty, excise, fee, impost, assessment, charge or withholding tax including federal and provincial sales tax, social services tax, goods and services tax, land transfer tax, property purchase tax, income taxes, excise tax, use tax, business tax, capital tax, franchise tax and other provincial and federal taxes, municipal tax, local tax, foreign tax, and all liabilities with respect thereto, including without limitation any penalty and interest payable with respect thereto, levied, imposed or assessed from time to time upon or in respect of income, profits or assets of any nature or kind by any Governmental Authority;

(tt) "**Tax Representations**" means the representations and warranties of the Vendor set forth in Sections 3.1(t) and 3.1(u) inclusive;

(uu) "**Time of Closing**" means 10:00 a.m. (Toronto Time) on the Closing Date;

(vv) "**Trademarks**" means the trademarks, Internet domain names, and social media accounts associated with the Purchased Business, including those listed in Schedule 1.1(vv); and

(ww) "**Transferred Employees**" means the employees listed in Schedule 3.1(ii), including **REDACTED**.

1.2 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meanings

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.4 Accounting Principles

Wherever in this Agreement reference is made to a calculation to be made in accordance with IFRS principles, such reference shall be deemed to be to International Financial Reporting Standards established by The IFRS Foundation or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with IFRS, applied on a consistent basis.

1.5 Currency

All references to currency herein are to United States dollars unless otherwise expressly indicated.

1.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States applicable therein.

1.7 Associates and Affiliates

The terms "associates" and "affiliates" shall have the respective meanings set forth in the *Securities Act* (Ontario), as it may be amended, restated or re-enacted from time to time.

1.8 Schedules

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule 1.1(d)	Assumed Contracts
Schedule 1.1(n)	Current Customers
Schedule 1.1(p)	Employment Agreement
Schedule 1.1(gg)	Permitted Encumbrances
Schedule 1.1(rr)	Services Agreement
Schedule 1.1(vv)	Trademarks
Schedule 2.4	Interim Period Expenses
Schedule 2.5	Allocation of Purchase Price
Schedule 2.6	Excluded Assets
Schedule 3.1(ii)	Employees

1.9 Knowledge

Any reference herein to the "knowledge of" the Vendor and similar phrases shall be deemed to mean the actual or constructive knowledge of Neil Sweeney or Andrew Elinesky after reasonable enquiry.

1.10 Ordinary Course of Business

Any reference in this Agreement to "ordinary course of business" shall mean ordinary course of business, consistent with past practices of the Vendor over the last two (2) fiscal years of the Purchased Business.

ARTICLE 2 – SALE AND PURCHASE

2.1 Assets to be Sold and Purchased

Upon and subject to the terms and conditions hereof the Vendor shall at the Time of Closing, sell, transfer and assign to the Purchaser and the Purchaser shall purchase and accept the transfer and assignment from the Vendor as of and with effect from the Time of Closing, the following assets (other than the Excluded Assets) (collectively referred to herein as the "**Assets**"):

(a) the full benefit of all Assumed Contracts;

(b) the Current Customer Accounts;

(c) subject to the terms of the Services Agreement with respect to the effective date of assignment, the Canada Point-of-Interest Data, in a form reasonably satisfactory to the Purchaser; and

(d) all Trademarks.

To the extent that any currently existing tangible or intangible assets or rights are discovered or identified at any time after the Closing Date that, pursuant to this Agreement, constitute Assets (or would have been if such assets or rights had been listed in the applicable schedules) and should have been transferred to the Purchaser, the Vendor shall promptly transfer and deliver them (or cause them to be delivered) to the Purchaser without additional payment. For greater certainty, such assets do not include any tangible or intangible assets or rights discovered or identified which form part of the Killi Data Business.

2.2 Purchase Price

Subject to Section 2.3 and to adjustment pursuant to Section 2.4, the aggregate purchase price to be paid by the Purchaser to the Vendor for the purchase of the Assets shall be the Revenue Sharing Amount and Revenue Milestone Amount to a maximum amount of $4,000,000 (the "**Purchase Price**"). The Purchaser and the Vendor acknowledge and agree that the Purchase Price is exclusive of any GST/HST imposed under the *Excise Tax Act* (Canada) or under the provisions of any applicable Canadian provincial or territorial legislation imposing a similar value-added or multi-staged tax (collectively, the "**HST**").

2.3 Payment of Purchase Price

The Purchase Price shall be paid by way of wire transfer of immediately available funds and satisfied as follows:

(a) as to the Revenue Sharing Amount, being payable within thirty (30) days from the end of each calendar quarter (based on documented evidence provided by the Purchaser at the time of such payment) with the first payment due within thirty (30) days from June 30, 2020 and the final payment due within thirty (30) days from Revenue Sharing Termination Date; and

(b) as to the Revenue Milestone Amount, being payable within thirty (30) days from the end of each applicable calendar month within which any one (1) of the three (3) Revenue Milestones are reached (based on documented evidence provided by the Purchaser at the time of such payment);

provided that no additional payments shall be due and payable to the Vendor under either subsection (a) or (b) above following such time when the aggregate of the Revenue Sharing Amounts and Revenue Milestone Amounts actually paid to Purchaser hereunder is $4,000,000.

For the avoidance of doubt, no payments shall be made hereunder, until the consummation of the Closing. Notwithstanding the foregoing, the calculation of Revenue for the purposes of determining the Initial Revenue Sharing Amount and the Revenue Milestone Amount shall commence on the date of this Agreement and any Revenue Accrued pursuant to the terms of this Agreement during the Interim Period shall be included in the calculation of such Revenue.

2.4 Interim Period; Adjustment of Revenue Sharing Amount

During the Interim Period, the Vendor will continue to operate the Purchased Business in the ordinary course of business, including the employment of the Transferred Employees and the provision of services provided to Current Customers and Other Customers (including pursuant to the contracts that would constitute Assumed Contracts). For the avoidance of doubt, (A) the calculation of the Revenue Sharing Amount and the Revenue Milestone Amount will apply to Revenue Accrued beginning at the Effective Time and (B) any Revenue Accrued prior to the Effective Time and cash receipts in connection therewith will remain the sole property of the Vendor. Promptly and in no event later than thirty (30) days, following June 30, 2020, the Vendor and the Purchaser shall set off the following amounts:

(a) any Revenue Sharing Amount due from the Purchaser to the Vendor based on Revenue Accrued during the Interim Period;

(b) any Revenue Milestone Amount due from the Purchaser to the Vendor based on Revenue Accrued during the Interim Period; and

(c) payment due from the Vendor to the Purchaser for any Revenue collected by the Vendor during the Interim Period from a Current Customer Account or Other Customer Account under a contract that would constitute an Assumed Contract or a MSA;

(collectively, such set-off amounts based on (a) through (c), the "**Interim Period Set-Off Amount**").

Either the Vendor or the Purchaser shall pay to the other party the Interim Period Set-Off Amount, as applicable, based on whether the Interim Period Set-Off Amount results in a payment due by the Vendor or due by the Purchaser.

Notwithstanding the foregoing, promptly and in no event later than five (5) days following the Closing Date, the Purchaser shall reimburse the Vendor for expenses incurred during the Interim Period (the "**Interim Period Expenses**") as set out in Schedule 2.4.

For the purposes of the calculation and payment of the Revenue Sharing Amount, to the extent that the Purchaser has made a payment to the Vendor of the Revenue Sharing Amount with regard to a particular calendar quarter (the "**Initial Calendar Quarter**") which is based on Revenue that has been Accrued by the Purchaser, or the Vendor, as the case may be, in the Initial Calendar Quarter (the "**Initial Revenue Sharing Amount**"), and such Revenue has not been received from the applicable Current Customer Account or Other Customer Account by the end of the following calendar quarter (the "**Second Calendar Quarter**"), the Purchaser shall have the right to deduct the portion of the Initial Revenue Sharing Amount attributable to such Revenue Accrued but not received against any Revenue Sharing Amount due and payable by Purchaser to Vendor during the Second Calendar Quarter. If, however such Revenue payment is received by the Purchaser in any future calendar quarter, the applicable portion of the Revenue Sharing Amount will be paid by the Purchaser to the Vendor with respect to such calendar quarter. Any Revenue that remains Accrued but uncollected from the applicable Current Customer Accounts or Other Customer Accounts for a period of one hundred and twenty (120) days after the end of the later of: (i) the invoice due date; and (ii) the Revenue Sharing Termination Date will be omitted from the calculation of the Revenue Sharing Amount.

For the purposes of the calculation and payment of the Revenue Milestone Amount, in the event that:

- (x) the Purchaser has made a payment to the Vendor of any Revenue Milestone Amount based on Revenue Accrued by the Purchaser, or the Vendor, as the case may be, during the Revenue Milestone Term,

- (y) such Revenue has not been received from the Customer for a period of one hundred and fifty (150) days after the later of: (i) the invoice due date; and (ii) the end of the Revenue Milestone Term corresponding to the Purchaser's internal accounts receivables accounting policies, and

- (z) absent such Revenue, the applicable Revenue Milestone would not have otherwise been met during the Revenue Milestone Term,

then the Purchaser may deduct the applicable Revenue Milestone Amount previously paid to the Vendor from future payments of the Revenue Sharing Amount.

In connection with each payment or non-payment by the Purchaser of the Revenue Sharing Amount and Revenue Milestone Amount, as applicable, the Purchaser shall deliver to the Vendor a statement setting out in reasonable detail the Revenue Sharing Amount or the Revenue Milestone Amount, as applicable, and how it was calculated with underlying working papers with all relevant calculations and information for the period in question (the "**Reconciliation Statement**"). This process and the process set forth below shall apply to the Interim Period, the Revenue Milestone Term, each calendar quarter until the Revenue Sharing Termination Date and one time following the Revenue Sharing Termination Date.

The Vendor shall have a period of fifteen (15) days from the date the Vendor receives a Reconciliation Statement (the "**Review Period**") in which to review the same. If no objection in writing is given to the Purchaser by the Vendor within the Review Period, such Reconciliation

Statement shall be deemed to have been approved as of the last day of such Review Period. Notwithstanding the foregoing, the Vendor may, within fifteen (15) days from the date the Vendor receives the final Reconciliation Statement following the Revenue Sharing Termination Date, review any Reconciliation Statements received from the Purchaser other than those that have been previously objected to by the Vendor.

The Vendor may, at its option, give notice in writing to the Purchaser that it wishes to audit the Revenue Sharing Amount or the Revenue Milestone Amount, as applicable, during the Review Period. If so, the Review Period will be extended to a date which is fifteen (15) days following completion of the audit. If the Vendor provides notice as aforesaid of a desire to audit, then the Vendor will arrange for its auditors to proceed with completion of the audit as soon as commercially reasonable, but in no event later than fifteen (15) days from the date Vendor provides such notice. The Purchaser shall provide reasonable access to its books and records (for the avoidance of doubt, excluding any information regarding any customers outside of those customers applicable to the Revenue Sharing Amount or the Revenue Milestone Amount, as applicable, any of the Purchaser's vendors, or any of the Purchaser's employees except for the Transferred Employees) to the Vendor's auditor during normal business hours. The Vendor shall be responsible for all costs associated with the audit unless a Notice of Disagreement is delivered following the audit that proceeds to Expert review, in which case the cost of the audit will be allocated by the Expert in the manner set out below.

If the Vendor objects to any item or aspect of any Reconciliation Statement, the Vendor may give a single written notice (the "**Notice of Disagreement**") to the Purchaser on or before the end of the Review Period, setting out in detail the nature of any such objection and the related amount(s) in dispute and the Purchaser and the Vendor shall attempt to resolve the matters in dispute, acting reasonably, as set out in any Notice of Disagreement within thirty (30) days from the date of the applicable Notice of Disagreement. If all matters in dispute in any Notice of Disagreement are resolved by the Purchaser and the Vendor, the applicable Reconciliation Statement shall be modified to the extent required to give effect to such resolution and shall be deemed to have been approved as of the date of such resolution.

If the Purchaser and the Vendor cannot resolve all matters in dispute within such thirty (30) day period, all such unresolved matters shall be submitted to a nationally recognized accounting firm acceptable to the Purchaser and the Vendor (the "**Expert**") for resolution, as expert and not arbitrator. If the Purchaser and the Vendor cannot agree on the identity of the Expert within ten (10) days of such thirty (30) day period, the Expert shall be appointed by the ADR Institute of Canada. The Expert shall use its reasonable efforts to render its written decision within thirty (30) days of its appointment. The Expert shall be given access to all materials and information reasonably requested by it for such purpose. The rules and procedures to be followed in such proceeding shall be determined by the Expert in its discretion. The Expert's determination of all such matters shall be final and binding on all parties and shall not be subject to appeal, absent manifest error. The fees and expenses of the Expert shall be borne by the Vendor and the Purchaser in the manner determined by the Expert based on the relative success of the Vendor and the Purchaser. The Reconciliation Statement shall be modified to the extent required to give effect to the Expert's determination and shall be deemed to have been approved as of the date of such determination.

The Vendor or the Purchaser, as the case may be, shall within five (5) days of the earlier of: (i) the last day of the Review Period if no Notice of Disagreement is provided before the end of the Review Period; (ii) the date the Vendor and Purchaser mutually resolve their dispute pursuant to the relevant Notice of Disagreement; and (iii) the date of delivery of the Expert's written decision (in any case, the "**Payment Date**"), pay the applicable amount.

2.5 Allocation of Purchase Price

The Purchaser and the Vendor, in filing their respective income tax returns (including, but not limited to Form 8594), shall use the allocations of the Purchase Price as set forth in Schedule 2.5 attached hereto, as amended to reflect the Assets transferred to the Purchaser, which allocation may be amended, from time to time, by the Purchaser, with the prior written consent of the Vendor, not to be unreasonably withheld. Neither Purchaser nor Vendor shall take a position that is inconsistent with such allocation in any filings, declarations and reports with the Internal Revenue Service ("**IRS**") or Canada Revenue Agency ("**CRA**"), except as otherwise required by the IRS or CRA following an audit, and each of Purchaser and Vendor shall make consistent use of such allocation for all Tax purposes.

2.6 Excluded Assets

Attached hereto as Schedule 2.6 is a list of assets of the Vendor that the parties agree, notwithstanding anything to the contrary contained herein, shall not be included in the Assets (collectively, the "**Excluded Assets**").

2.7 Assumption of Obligations

Except as expressly provided in this Agreement, the Purchaser does not assume and shall not be liable in any way whatsoever for any (a) Liabilities of the Vendor including, without limiting the generality of the foregoing, any Taxes of Vendor and any Taxes which may be or become payable by the Vendor in connection with the purchase and sale contemplated hereby or otherwise, (b) any Liabilities arising from any contract that does not constitute an Assumed Contract, including the MSAs, or (c) any Liabilities arising from the Assets or the Purchased Business prior to the Effective Time (collectively, "**Excluded Liabilities**"). With respect to the Assumed Contracts, the Purchaser shall be responsible for all Liabilities arising thereunder subsequent to the Time of Closing, and, only if the Closing occurs, the Purchaser shall be deemed to be responsible for all such Liabilities arising thereunder subsequent to the Effective Time.

2.8 Assignment of Contracts

Nothing in this Agreement shall be construed as an attempt to assign to the Purchaser any Assumed Contract that would otherwise be Assets hereunder having the following character (collectively the "**Contractual Rights**"):

(a) any Assumed Contract which, as a matter of law or by the terms thereof, is not assignable without the consent of the party or parties to such assignments; or

(b) any claim or demand as to which all of the remedies for the enforcement thereof enjoyed by the Vendor would not as a matter of law pass to the Purchaser as an incident of the transfers to be made under this Agreement.

The Vendor shall hold the Contractual Rights in trust for the Purchaser. In order that the full value of the Contractual Rights may be realized for the benefit of the Purchaser, commencing the date such Contractual Rights are to be transferred pursuant to the terms of this Agreement, the Vendor will take all such actions and do or cause to be done all such things as shall, in the opinion of the Purchaser, acting reasonably, be necessary or proper in order that the obligations of the Vendor thereunder may be performed in the manner that the value of the Contractual Rights shall be preserved and shall enure to the benefit of the Purchaser, and that the collection of any monies due and payable and to become due and payable to the Vendor in and under the Contractual Rights shall be received by the Purchaser, in each case, including the Vendor continuing to provide the applicable services under such Assumed Contract in the ordinary course pursuant to the Services Agreement at the cost of the Purchaser. The Vendor will promptly pay over to the Purchaser all monies collected by or paid to the Vendor in respect of such Contractual Rights in accordance with Section 2.4. If, with respect to any Assumed Contract which is not assigned, the Vendor is not entitled to, or cannot, hold the benefit of the Contractual Rights under such contract for the Purchaser as a result of law, the terms of such contract or for any other reason, or the Purchaser is unable to enjoy the full benefit thereof, then at the Purchaser's option, it may notify the Vendor that it rejects such Assumed Contract and notwithstanding Section 2.8 hereof, the Purchaser shall not be liable for any obligations under such rejected Assumed Contract.

For the avoidance of doubt, the Revenue Sharing Amount and the Revenue Milestone Amount shall apply to Revenue Accrued under any Assumed Contract that is subject to either (a) or (b) above. As described above, the Vendor shall promptly pay over to the Purchaser all monies collected by or paid to the Vendor under any such Assumed Contract. The applicable calculation and payment of the Revenue Sharing Amount and the Revenue Milestone Amount shall be done pursuant to Section 2.4.

2.9 Consents to Assignments

Subject to Section 2.8, where consents are required for the valid transfer or assignment by the Vendor to the Purchaser of any Assumed Contracts or other Assets, Vendor shall use commercially reasonable efforts to seek to obtain all such required consents in a form satisfactory to the Purchaser acting reasonably. The Purchaser shall cooperate with the reasonable requests of the Vendor to facilitate obtaining all such required consents.

2.10 Conduct of the Purchased Business

The Purchaser agrees not to take any action or to omit to take any action where the primary motivation is to avoid or reduce payments to the Vendor without a valid business reason as determined by the Purchaser acting in good faith. Notwithstanding the foregoing, it is acknowledged by the parties that there is no guarantee that the Revenue Milestone Amounts will be achieved or that certain levels of Revenue will be achieved for the purposes of the Revenue Sharing Amount.

2.11 Performance of the MSAs

Nothing in this Agreement shall be construed as an attempt by the Vendor to assign to the Purchaser any MSA. The Vendor agrees to fulfill its obligations under the MSAs until such time that the Vendor's syndicated taxonomy expires which, for greater certainty, shall be for a period of sixty (60) days from the Effective Time in each case (the "**MSA Period**"). The Vendor will pay over to the Purchaser all monies collected by or paid to the Vendor pursuant to such MSAs in respect of the Purchased Business in accordance with Section 2.4, including after the Time of Closing.

ARTICLE 3– REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

If Closing occurs, the Vendor represents and warrants to the Purchaser as of the date hereof and the Time of Closing that:

Fundamental Matters

(a) the Vendor is a corporation duly incorporated, organized and subsisting under the laws of the Province of Ontario with the corporate power and authority to own its assets and to carry on its business;

(b) the Vendor has made all necessary material filings under all applicable corporate, securities and taxation Laws or other Laws to which it is subject;

(c) the Vendor has all necessary corporate power and authority to execute and deliver this Agreement and all other documents and instruments executed or to be executed hereunder by it and to transfer the legal and beneficial title and ownership of the Assets owned by it to the Purchaser free and clear of all Encumbrances other than Permitted Encumbrances;

(d) the execution and delivery of this Agreement and all other documents and instruments executed or to be executed by the Vendor pursuant to this Agreement and the performance by the Vendor of its obligations to be performed hereunder or thereunder have been duly authorized by all necessary corporate action on the part of the Vendor;

(e) this Agreement is a valid, legal and binding agreement of the Vendor enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally;

(f) neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by the Vendor will result in the violation of:

(i) any of the provisions of the constating documents or by-laws of the Vendor;

(ii) any agreement or other instrument to which the Vendor is a party or by which it is bound (including, without limitation, any Assumed Contract); or

(iii) any Laws of any jurisdiction to which the Purchased Business or the Assets are subject;

(g) no meeting has been convened or resolution proposed or petition presented or order made for the Vendor to be wound up or dissolved;

(h) the Vendor has not:

(i) applied for or consented to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets;

(ii) made a general assignment for the benefit of creditors;

(iii) committed an act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or under any analogous Law of any other jurisdiction;

(iv) commenced any cause, proceeding or other action under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts or an arrangement with creditors or taking advantage of any insolvency law or proceeding for the relief of debtors, or filed an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or filed a notice of intention or a proposal under the applicable bankruptcy or insolvency Laws; or

(v) taken action for the purpose of effecting any of the foregoing;

(i) no cause, proceeding or other action has been instituted in any court of competent jurisdiction against the Vendor seeking an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or the like thereof or of all or any substantial part of its assets, or any other like relief in respect thereof;

(j) the Vendor is the legal and beneficial owner of the Assets with good and marketable title thereto, and is transferring to the Purchaser, pursuant to the Transactions, all of its right, title and interest in the Assets, free and clear of all Encumbrances other than Permitted Encumbrances;

(k) at the Time of Closing, the Purchaser will obtain good and valid title to the Assets, free and clear of all Encumbrances other than Permitted Encumbrances and Encumbrances created by Purchaser;

(l) the Vendor is not in default or breach of any material provision of any Assumed Contract (nor, to the knowledge of the Vendor, are any of the counterparties thereto) and all of the Assumed Contracts are in good standing and in full force and effect, there are no amendments thereto and the Vendor is entitled to all benefits thereunder, there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute such a default or breach, or give rise to an acceleration of any obligations, loss of rights, termination, cancellation, modification, or indemnification with respect to any Assumed Contract, and Vendor has not received any written notice or request on behalf of any counterparties thereto to terminate, cancel, not renew, or renegotiate any material term of any Assumed Contract or alleging any breach or default, or exercising any material right under, any Assumed Contract;

Financial Matters

(m) the Financial Statements of Freckle Ltd. for the year ended December 31, 2019 (the "**Financial Statements**") were not, as of their dates, misleading and presented fairly, in all material respects, the revenues, costs and expenses earned or incurred by the Vendor for the periods so indicated;

(n) the Financial Statements are, in all material respects, in accordance with the books and accounts of Freckle Ltd. as at the date thereof, are true and correct and present fairly, in all material respects, the financial position of Freckle Ltd. as of the dates thereof, have been prepared in accordance with IFRS, consistently applied, except for immaterial changes in accounting policies mandated by IFRS;

(o) the books of account and accounting records maintained by Freckle Ltd. in respect of the Purchased Business are true and correct and present fairly and disclose in all material respects the financial position of the Purchased Business and all material financial transactions of the Vendor relating to the Purchased Business have been accurately recorded in such books and records, and there has been no change in the accounting policies applied by Freckle Ltd. to the Purchased Business and the financial records thereof since December 31, 2019;

(p) since December 31, 2019:

(i) there has been no material change in any accounting or valuation method used by Freckle Ltd. or reflected in the Financial Statements in relation to the Purchased Business;

(ii) there have been no material write-downs or similar reductions to the book value of any of the Assets; and

(iii) there have been no material upward valuations of the Assets;

(q) since December 31, 2019 and except for the purpose of giving effect to the transactions contemplated by this Agreement, the Purchased Business has been conducted and carried on only in the ordinary course consistent with past practices;

(r) the Vendor is not now insolvent. As used herein, "insolvent" means that the sum of the present fair saleable value of the assets of an entity do not and will not exceed its debts and other probable liabilities of the Vendor;

(s) immediately after giving effect to the consummation of the transactions contemplated hereby, (i) the Vendor will be able to pay its retained liabilities as at the Closing Date, (ii) the Vendor will have assets (calculated at fair market value) that exceed its retained liabilities, and (iii) the cash available to the Vendor immediately after giving effect to the transactions contemplated hereby, after taking into account all other anticipated uses of the cash, will be sufficient to pay all such debts and judgments promptly in accordance with their terms;

Tax Matters

(t) all returns required to be filed with any Tax authority prior to the date of this Agreement, which are material in the context of the Purchased Business and which relate to any of the Assets, have been duly filed;

(u) there are no arrears or any defaults in respect of the payment of any Taxes payable in respect of the Assets or the Purchased Business and all Taxes and other assessments due and payable in respect of the Purchased Business and the Assets have been paid, and no claim for additional Taxes has been made in respect of the Purchased Business or the Assets and is currently outstanding, and there is no audit by a Tax authority or action now pending or to the knowledge of the Vendor, threatened in respect of any Tax levied against the Vendor or relating to the Assets;

(v) there are no liens or other encumbrances for Taxes upon the assets or properties of the Vendor, including the Assets. There is no reasonable basis for the assertion of any claim for any liabilities for unpaid Taxes arising prior to Closing for which the Purchaser or its Affiliates would become liable as a result of the transactions contemplated by this Agreement or that would reasonably be expected to result in any encumbrance on any of the Assets;

(w) none of the Assets constitute a "United States real property interest" within the meaning of Section 897(c) of the Code;

(x) the transactions shall not terminate any Tax incentive, holiday or abatement related to the Assets;

(y) the Vendor does not have any liability for the Taxes of any person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise. Vendor is not a party to or bound by any Tax sharing, Tax indemnity or Tax allocation contract or other similar arrangement with any Person;

The Purchased Business

(z) there is no contract, option or any other right of another binding upon or which at any time in the future may become binding upon the Vendor to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber all or any of the Assets other than pursuant to the provisions of this Agreement and no consents of any Governmental Authority are required in connection with the purchase and sale of the Assets contemplated by this Agreement;

Contracts

(aa) the Vendor has not delivered or received any written communication regarding any default under or intention to cancel or modify any Assumed Contract;

(bb) the Vendor has provided the Purchaser with correct and complete copies of all Assumed Contracts, including all amendments and modifications thereto;

(cc) there is no contract, judgment, injunction, order or decree binding upon the Vendor that restricts or prohibits, purports to restrict or prohibit, or has or would reasonably be expected to have, whether before or after consummation of the transactions contemplated herein, the effect of prohibiting, restricting or impairing, any current or presently proposed business practice of the Vendor or the conduct or operation of the Purchased Business or limiting the freedom of the Vendor to engage in the Purchased Business or any line of business, to sell, license or otherwise distribute services or products in any market or geographic area, or to compete with any Person in its conduct or operation of the Purchased Business, including any grants by the Vendor of exclusive rights or exclusive licenses;

Intellectual Property

(dd) the Vendor owns and has good, valid, and exclusive title to the Trademarks and the Canada Point-of-Interest Data, free and clear of all Encumbrances; any Trademarks subject to a registration are valid, subsisting, and enforceable (or in the case of applications, applied for); the Trademarks and Canada Point-of-Interest Data do not infringe, misappropriate, or violate on any intellectual property or other proprietary rights of any third party and, to the Vendor's knowledge, no third party is currently infringing upon, misappropriating, or violating the Vendor's rights to the Trademarks or Canada Point-of-Interest Data;

Litigation and Licenses

(ee) to the knowledge of the Vendor, there are no actions, suits or proceedings (whether or not purportedly on behalf of the Vendor) pending or threatened against or related to the Purchased Business or the Assets before or by any federal, provincial, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, whether or not insured;

(ff) the Vendor is conducting the Purchased Business in compliance with all Laws applicable to the Purchased Business in all material respects;

(gg) to the knowledge of the Vendor, there are no orders, decrees, judgments or agreements of or with any court or Governmental Authority to which the Vendor (in relation to the Purchased Business) is a party or by which the Vendor (in relation to the Purchased Business) is bound which are material in amount;

(hh) to the knowledge of the Vendor, there is no reasonable basis for any Person to assert a claim against the Vendor or any of the Assets based upon: (a) the Vendor's entering into this Agreement or consummating any of the transactions contemplated hereby; (b) any confidentiality or similar agreement entered into by the Vendor regarding the Assets; or (c) any claim that the Vendor has agreed to sell or dispose of the Assets to any party other than the Purchaser, whether by way of merger, consolidation, sale of assets or otherwise;

Employees

(ii) Schedule 3.1(ii) contains a complete list of all Transferred Employees, their respective job title, salary and bonus, their dates of hire and their current status as full-time, part-time, active and inactive and the reason for any absence from active employment, if applicable;

(jj) the Vendor is not bound by or a party to any collective bargaining or other related ancillary agreement relating to the Purchased Business or the Transferred Employees and there are no material grievances, actions, proceedings or outstanding orders, awards or rulings relating to the Transferred Employees which are pending or, to the best of the knowledge of the Vendor, threatened;

(kk) all salaries, wages, vacation pay, bonuses, commissions and other forms of compensation payable to the Transferred Employees have been accrued in accordance with IFRS in the books and accounts of the Vendor and have been paid in full;

(ll) the Vendor is in compliance, in all material respects, with all applicable Laws with respect to workplace employment and matters that apply in any way to the independent contractors of the Vendor, including, without limitation, any pay equity, human rights, occupational health and safety and similar Laws and no independent contractor or employee of the Vendor is entitled to any severance, termination or similar payment at Law or under contract;

(mm) to the knowledge of the Vendor, no Transferred Employee is in violation of any term of any agreement or restrictive covenant to a current or former employer relating to (A) the right of any such Transferred Employee to be employed by, or performing services for, the Vendor because of the nature of the Purchased Business or (B) the use of trade secrets or proprietary information of others;

General

(nn) there has been no material adverse change in the financial condition, operations, results of operations of the Purchased Business or in the condition of the Assets since, December 31, 2019;

(oo) the Vendor (in relation to the Purchased Business) has not given any power of attorney, proxy or similar authority which remains outstanding;

(pp) the Purchased Business is in compliance with all applicable Laws regarding privacy and "commercial electronic messages" sent by, as part of, or on behalf of the Purchased Business;

(qq) the Vendor has not received any inquiries, notices of investigation or enforcement actions with respect to its compliance with Laws regarding "commercial electronic messages" or has been assessed any administrative monetary penalties by any Governmental Authority as a result of non-compliance therewith; and

(rr) the Vendor has not and, to the knowledge of the Vendor, none of the Vendor's directors, officers, employees, contractors, agents or representatives in carrying out or representing the Purchased Business anywhere in the world, has not, directly or indirectly:

(i) paid or offered, or promised to pay or offer, any bribe, payoff, influence payment, kickback, unlawful rebate, unlawful donation or other similar unlawful payment of any nature to any Person; or

(ii) violated the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act* (United States) or any other anti-corruption or anti-bribery Laws of any jurisdiction, to the extent applicable.

3.2 Survival of Vendor's Warranties and Covenants

3.2.1. The representations and warranties of the Vendor shall survive as follows:

(a) the Fundamental Representation shall survive the completion of the sale and purchase of the Assets herein provided for and shall continue in full force and effect for the benefit of the Purchaser for a period of twenty four (24) months after the Closing Date;

(b) the Tax Representations shall survive completion of the sale and purchase of the Assets herein provided for and shall continue in full force and effect for the benefit of the Purchaser until 90 days after the expiration of the period during which an assessment, reassessment or other form of recognized document assessing or reassessing liability for Tax could be issued by an applicable Governmental Authority, having regard to any waivers given by or on behalf of the Vendor;

(c) all other representations and warranties set forth in Section 3.1 shall survive the completion of the sale and purchase of the Assets herein provided for and shall continue in full force and effect for the benefit of the Purchaser for a period of eighteen (18) months after the Closing Date; and

(d) any representations and warranties of the Vendor which prove to be false in whole or in part due to fraud or intentional non-disclosure, shall survive completion of the sale and purchase of the Assets herein provided for and continue in full force and effect for the benefit of the Purchaser indefinitely.

3.2.2. The covenants of the Vendor set forth in this Agreement shall survive the completion of the sale and purchase of the Assets herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Purchaser and in accordance with the terms thereof.

3.3 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor that:

(a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of the State of Delaware the with the corporate power and authority to own its assets and to carry on its business;

(b) the Purchaser has made all necessary material filings under all applicable corporate, securities and taxation Laws or other Laws to which it is subject;

(c) the Purchaser has all necessary corporate power and authority to execute and deliver this Agreement and to complete the transactions to be completed by it as contemplated hereunder, including the purchase of the Assets and delivery of the Purchase Price;

(d) this Agreement is a valid, legal and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally;

(e) neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by the Purchaser will result in the violation of:

(i) any of the provisions of the constating documents or by-laws of the Purchaser; or

(ii) any agreement or other instrument to which the Purchaser is a party by which it is bound; or

(iii) any Laws of any jurisdiction to which the Purchaser is subject;

(f) no meeting has been convened or resolution proposed or petition presented or order made for the Purchaser to be wound up or dissolved;

(g) the Purchaser has not:

(i) applied for or consented to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets;

(ii) made a general assignment for the benefit of creditors;

(iii) committed an act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or under any analogous Law of any other jurisdiction;

(iv) commenced any cause, proceeding or other action under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts or an arrangement with creditors or taking advantage of any insolvency law or proceeding for the relief of debtors, or filed an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or filed a notice of intention or a proposal under the *Bankruptcy and Insolvency Act* (Canada) or under any analogous Law of any other jurisdiction; or

(v) taken action for the purpose of effecting any of the foregoing;

(h) no cause, proceeding or other action has been instituted in any court of competent jurisdiction against the Purchaser seeking an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or the like thereof or of all or any substantial part of their assets, or any other like relief in respect thereof.

3.4 Survival of Purchaser’s Representations, Warranties and Covenants

3.4.1. The representations and warranties of the Purchaser set forth in Section 3.3 shall survive the completion of the sale and purchase of the Assets herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Vendor for a period of eighteen (18) months after the Closing Date. Notwithstanding the forgoing, any representations and warranties of any Purchaser which prove to be false in whole or in part due to fraud or intentional non-disclosure, shall survive completion of the sale and purchase of the Assets herein provided for and continue in full force and effect for the benefit of the Vendor indefinitely.

3.4.2. The covenants of the Purchaser set forth in this Agreement shall survive the completion of the sale and purchase of the Assets herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Vendor in accordance with the terms thereof.

ARTICLE 4 – COVENANTS

4.1 Indemnification by the Vendor

4.1.1. In addition to the provisions for indemnification set out elsewhere in this Agreement, the Vendor hereby agrees to indemnify and save harmless the Purchaser and its directors, officers, employees, agents and representatives (collectively, the "**Purchaser Indemnitees**") from and against:

(a) all Excluded Liabilities;

(b) all Liabilities pertaining to the Purchased Business or the Assets arising, accruing or existing prior to the Effective Time including, without limitation, any claim made in respect of services rendered by the Vendor prior to the Effective Time (including pursuant to any Assumed Contract); and

(c) all Liabilities suffered by any of them resulting from, arising out of, in connection with, relating to, or caused by any breach or non-fulfilment of any covenant of the Vendor contained in this Agreement or any Completion Document (other than the Services Agreement) or from any breach of, or any inaccuracy or misrepresentation, in any representation or warranty set forth in Section 3.1;

except, in each case, only the Assumed Liabilities.

For the avoidance of doubt, in the event the Closing does not occur, the Vendor will indemnify and save harmless the Purchaser Indemnitees from and against all Liabilities pertaining to the Purchased Business or the Assets arising, accruing or existing after the Effective Time including, without limitation, any claim made in respect of services rendered by the Vendor after the Effective Time (including pursuant to any Assumed Contract).

4.1.2. The Vendor shall ensure that the representations and warranties of the Vendor set out in Section 3.1 are true and correct as at the date hereof and as at the Time of Closing and that the conditions of closing for the benefit of the Purchaser set out in Section 5.1.1. over which the Vendor has control have been performed or complied with on or prior to the Time of Closing.

4.2 Indemnification by the Purchaser

4.2.1. The Purchaser, hereby indemnifies and saves harmless the Vendor and its directors, officers, employees, agents and representatives (collectively the "**Vendor Indemnitees**") from and against all, Liabilities directly or indirectly suffered by the Vendor Indemnitees resulting from:

(a) any breach or non-fulfilment of any covenant of the Purchaser contained in this Agreement or any Completion Document (other than the Services Agreement) from any breach of, or any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.3;

(b) all Liabilities suffered by the Vendor pertaining to the Assets and the operation of the Purchased Business for all periods following the Effective Time including, without limitation, any claim made in respect of services rendered by the Purchased Business following the Effective Time, excluding any Excluded Liabilities and any Liabilities that would not have arisen but for the Vendor's conduct of the Purchased Business or with respect to any Asset prior to the date of this Agreement; and

(c) the Assumed Liabilities.

The Purchaser shall ensure that the representations and warranties of the Purchaser set out in Section 3.3 are true and correct as at the date hereof and as at the Time of Closing and that the conditions of closing for the benefit of the Vendor set out in Section 5.2.1. over which the Purchaser has control have been performed or complied with by the Time of Closing.

4.3 Limitations of Liability

4.3.1. Notwithstanding the foregoing, the indemnity granted by the Vendor under Section 4.1.1(c) solely in respect of any breach of representation or warranty of the Vendor set out in Section 3.1 (other than breaches of Fundamental Representations and breaches referred to in Section 3.2.1(d), in respect of which the limitations set forth in this Section 4.3.1. shall not apply) and the indemnity granted by the Purchaser under Section 4.2.1(a) solely in respect of any breach of representation or warranty of the Purchaser set out in Section 3.3, shall be limited as follows:

(a) the obligation to indemnify shall be limited to an aggregate, cumulative amount not to exceed $500,000; and

(b) no amount shall be payable by the Vendor to the Purchaser, or by the Purchaser to the Vendor, as applicable, unless and until the Vendor or the Purchaser, as applicable, has suffered, incurred or sustained Liabilities in excess of $50,000, individually or on a cumulative basis, following which the Purchaser or the Vendor as applicable, may bring a claim for all Liabilities (including to the first dollar of loss).

4.3.2. Payments by an Indemnifying Party shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its best efforts to recover under such insurance policies or indemnity, contribution or other similar agreements (collectively, the "**Recovery Policies**" for any Liabilities. In furtherance of the foregoing:

(a) upon making any payment to an Indemnified Party for any indemnification claim under this Agreement, the Indemnifying Party shall be subrogated, to the extent of such payment, to any rights which the Indemnified Party may have against any other Person(s) (including under any insurance policies) with respect to the subject matter underlying such indemnification claim (subject in all cases to any contractual or legal limitations upon any such subrogation rights);

(b) if an Indemnified Party receives proceeds from a Recovery Policy with respect to Liabilities for which the Indemnified Party has made an indemnification claim prior to the date on which the Indemnifying Party is required pursuant to this Article 4 to pay such indemnification claim, the indemnification claim shall be reduced by an amount equal to such proceeds received by the Indemnified Party; and

(c) if an Indemnified Party actually receives proceeds from a Recovery Policy with respect to Liabilities after the date on which the Indemnifying Party pays such indemnification claim to the Indemnified Party, the Indemnified Party shall remit such proceeds to the Indemnifying Party no later than five Business Days after the receipt of such proceeds.

4.3.3. The parties agree and acknowledge that where one and the same set of facts qualifies under more than one provision under this Agreement entitling an Indemnified Party to a claim or remedy under this Agreement, such Indemnified Party shall only be entitled to recover once and shall not be entitled to recovery in excess of the indemnifiable Liabilities incurred by such Indemnified Party and resulting from such facts.

4.3.4. The parties agree and acknowledge, that the Purchaser may offset against amounts payable to the Vendor in respect of the Revenue Share Amount or Revenue Milestone Amount any indemnification payments required to be made pursuant to this Agreement in an amount equal to the claim for Liabilities hereunder.

4.3.5. Each Indemnified Party shall take all necessary steps to mitigate any Liabilities for which such Indemnified Party is entitled to indemnification under this Agreement. In any case where an Indemnified Party recovers, pursuant to its mitigation efforts any amount in respect of a matter for which such Indemnified Party was indemnified pursuant to this Agreement and received payment under such indemnity, such Indemnified Party shall promptly pay to the Person or Persons that made such payment the amount so recovered.

4.3.6. Any indemnification payments made pursuant to this Agreement shall be considered, to the extent permissible under Applicable Law, as adjustments to the Purchase Price for all Tax purposes.

4.3.7. From and after the Closing, the rights of indemnity set out in this Article 4 are the sole and exclusive remedy of the Purchaser (whether in contract, tort, equity or otherwise) in respect of any and all claims which may be brought by it for Liabilities that it may suffer or incur as a result of any and all matters under this Agreement, including as a result of, in respect of, or arising out of any incorrectness in or breach of any representation or warranty contained herein or in any certificate or other document furnished pursuant hereto and the Purchaser hereby irrevocably and unconditionally waives and releases any and all rights to take action, institute proceedings or make any claims of any nature whatsoever against the Vendor except pursuant to such indemnification provisions. This Article 4 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any party of its covenants, representations or warranties hereunder or under any certificate or other document furnished pursuant hereto or by any termination or rescission of this Agreement.

4.3.8. Notwithstanding anything to the contrary in this Agreement, in no event shall any Indemnified Party be entitled to recover any special, exemplary or punitive damages, or damages for loss of revenue or profits.

4.3.9. Notwithstanding anything to the contrary in this Article 4 or elsewhere in this Agreement, any indemnification payment to be made to any Indemnified Party pursuant to this Article 4 shall be reduced by the value of any Tax benefit available to such Indemnified Party thereof actually realized or realizable by the Indemnified Party relating to such loss for the Tax year in which such loss was incurred or suffered, or any earlier Tax year (net of reasonable out-of-pocket costs associated with such a claim for a Tax benefit).

4.3.10. In no event shall the Vendor be required to indemnify any Purchaser Indemnified Party and the Vendor shall have no liability to the Purchaser:

(a) to the extent the indemnification obligation or liability arises or is increased as a result of any action taken or omitted to be taken by any Purchaser Indemnified Party; or

(b) for any Liabilities or matter to the extent resulting from a change in Applicable Law that becomes effective after the date of this Agreement.

4.3.11. Nothing in this Article 4 shall be construed as a limitation on an Indemnifying Party's right to contest in good faith whether an Indemnified Party is entitled to indemnification pursuant to this Article 4 with respect to a particular claim. The Indemnified Party shall have the burden of proof in establishing the existence of a claim for indemnification under this Agreement and the amount of Liabilities suffered by it.

4.4 Indemnification Procedure

The following procedures shall apply to claims for indemnification under this Agreement:

4.4.1. In the event that a party entitled to indemnification hereunder shall incur or suffer any Liabilities (or shall reasonably anticipate that it shall suffer any Liabilities) in respect of which indemnification may be sought by such party (an "**Indemnified Party**") from a party providing indemnification hereunder (each, an "**Indemnifying Party**"), the Indemnified Party shall submit to the Indemnifying Party written notice (an "**Indemnification Notice**") stating the nature and basis of such claim including, to the extent it is then known, a description in reasonable detail of the facts giving rise to the claim for indemnification hereunder and (if known) the amount or the method of computation of the amount of Liabilities, and a reference to the provisions of this Agreement upon which such claim is based. The Indemnifying Party shall respond to the Indemnification Notice (an "**Indemnification Claim Response**") within thirty (30) days after the date the Indemnification Notice is delivered by the Indemnified Party (the "**Response Period**"). Any Indemnification Claim Response must specify whether the Indemnifying Party disputes the claim described in the Indemnification Notice (or the amount of Liabilities set forth therein).

4.4.2. If the Indemnifying Party delivers an Indemnification Claim Response within the Response Period indicating that it disputes one or more of the claims identified in the Claim Notice, then the Purchaser and the Vendor shall promptly meet and use their commercially reasonable efforts to settle the dispute. If the Purchaser and the Vendor reach an agreement with respect to the dispute, the Indemnifying Party shall pay the agreed amount to the Indemnified Party. If the Purchaser and the Vendor are unable to reach agreement within 30 days after the conclusion of the Response Period, then either the Purchaser or the Vendor may resort to other legal remedies available pursuant to this Agreement. For all purposes of this Article 4 (including those pertaining to disputes under this Section 4.4.2., the Purchaser and the Vendor shall cooperate with and make available to the other party and its respective representatives all information, records and data, and shall permit it reasonable access to its facilities and personnel, in each case, to the extent required in connection with the resolution of such disputes.

4.4.3. In the case of third-party claims with respect to which an Indemnification Notice is given, the Indemnifying Party may: (i) conduct any proceedings or negotiations in connection therewith; (ii) take all other steps to settle or defend any such claim; and (iii) employ counsel of the Indemnifying Party's choosing to contest any such claim in the name of the Indemnified Party or otherwise. The Indemnified Party shall be entitled to participate at its own expense and by its own counsel in any proceedings relating to any third-party claim and the Indemnified Party shall be entitled to participate with counsel of its own choice at the expense of the Indemnifying Party if, on the written advice of legal counsel, representation of both parties by the same counsel presents a conflict of interest or is otherwise inappropriate under applicable standards of professional conduct. The Indemnifying Party shall, within twenty (20) days of receipt of the Indemnification Notice, notify the Indemnified Party of its intention to assume the defense of any such claim. If the Indemnifying Party shall decline to assume the defense of any such claim, or shall fail to notify the Indemnified Party within twenty (20) days after receipt of the Indemnification Notice of the Indemnifying Party's election to defend such claim or fails to diligently defend such claim after electing to assume conduct, the Indemnified Party may assume the defense of such claim, in which case the reasonable expenses associated with all proceedings, contests or lawsuits in respect of any such claims shall be reimbursed by the Indemnifying Party.

4.5 Conduct of Purchased Business Prior to Closing Date

During the Interim Period, the Vendor agrees to carry on and cause the Purchased Business to be carried on in the ordinary course of business and shall not make or institute any unusual or novel methods of sale or operation that vary materially from those used by the Vendor in the ordinary course of business. Without limiting the generality of the foregoing, up to the Effective Time, the Vendor shall:

(a) use commercially reasonable efforts to preserve the goodwill of the Purchased Business and the present relationships with customers, employees and others having business relationships with the Purchased Business;

(b) record all sales of the Purchased Business and maintain the books and records of the Purchased Business in the usual and regular manner in accordance with generally accepted accounting principles;

(c) not hire any employees or independent contractors in respect of the Purchased Business, or change the terms and conditions of the engagement of any employees or independent contractors except, in each case, with the Purchaser's prior written consent, which shall not be unreasonably withheld;

(d) not enter into or amend any material contracts or commitments or make any material capital expenditures in respect of the Purchased Business, except in the ordinary course of business or with the Purchaser's prior written consent, which shall not be unreasonably withheld;

(e) not sell, lease, license or permit to lapse, or otherwise dispose of, any Assets;

(f) not create any Encumbrance on any of the Assets (other than Permitted Encumbrances); and

(g) not cause any damage, destruction or other casualty loss (whether or not covered by insurance) affecting the Purchased Business or any Asset.

4.6 Examination of Assets

Prior to the date of this Agreement, the Vendor shall have provided the Purchaser and its authorized representatives reasonable opportunity to have access to the Assets and the Purchased Business in order to inspect the same.

4.7 Revenue Sharing Amount

The Purchaser covenants and agrees that from the date of this Agreement to the Revenue Sharing Termination Date, the Purchaser will not divert any Revenue Sharing Amount or Revenue associated with Current Customer Accounts or Other Customer Accounts to any other Person for the purpose of avoiding or circumventing Purchaser's obligation to pay the Revenue Sharing Amount. From the Closing Date to the Revenue Sharing Termination Date, the Purchaser will provide access to the Vendor and its affiliates to an internal revenue reporting interface with respect to Revenue associated with the Covered Customer Accounts subdivided by type of account.

4.8 Tax Matters

4.8.1. The Vendor will be liable for and will pay all income-related Taxes payable by it in connection with the sale of the Assets by the Vendor to the Purchaser, and for greater certainty, shall not be liable for HST or any other sales, use, transfer or excise tax. The Vendor will pay such income-related Taxes in the prescribed manner and by the prescribed time. The Vendor shall be responsible for filing any income tax returns that are required to be filed by it under applicable law.

4.8.2. The Purchaser and the Vendor will, on Closing, jointly execute, in the prescribed manner and form, and title, by the prescribed time, an election under section 167(1) of the *Excise Tax Act* (Canada) with respect to the transactions contemplated herein (the "**ETA Election**"), together with any equivalent or corresponding elections under other Applicable Laws. For certainty, the purchaser will file the ETA Election (together with any equivalent or corresponding elections under other Applicable Laws) with the appropriate governmental entity within the prescribed time and otherwise in accordance with the requirements of the ETA and such other Applicable Laws, as the case may be, and, if requested by the Purchaser, the Vendor will execute and deliver to the Purchaser an authorization authorizing the Purchaser or its Accountants to file the ETA Election (together with any equivalent or corresponding elections under other Applicable Laws) on behalf of the Vendor, provided that if any exemption for HST is determined to not be available by any governmental entity, including, but not limited, to the ETA Election, the Purchaser shall be responsible for paying such HST (including and interest and penalties in relation thereto), or indemnifying the Vendor to the extent the Vendor has been required by a governmental entity to pay such HST (and any interest or penalties in relation thereto).

4.8.3. The Purchaser and the Vendor will, if requested by either the Purchaser or the Vendor, jointly execute and file an election under section 20(24) of the ITA, in the prescribed manner and within the prescribed time, and under the equivalent or corresponding provisions of any other Applicable Laws, as to such amount, as mutually agreed by the parties, acting reasonably, paid by the Vendor to the Purchaser for assuming future obligations of the Vendor in accordance with this Agreement.

4.8.4. Following Closing, the Purchaser and the Vendor will cooperate fully, as and to the extent reasonably requested by the parties, in connection with the preparation, execution and filing of the Tax elections referred to in this Section 4.8 and any audit, legal proceeding or other proceeding with respect to Taxes related to the Assets, the Purchased Business and the transactions contemplated herein.

4.8.5. At least ten (10) days prior to the Closing, the Purchaser shall file with the New York State Department of Taxation & Finance Form AU 196.10 (Notification of Sale, Transfer, or Assignment in Bulk) and any other applicable taxing jurisdiction and the respective form(s). Contingent on the Purchaser's completion of such filing, prior to Closing, the Purchaser shall have received either Form AU 197.1 (Purchaser's and/or Escrow Agent's Release – Bulk Sale) or Form AU-196.2, (Notice of Claim to Purchaser) from the New York State Department of Taxation & Finance, and/or similar notices from any other applicable taxing jurisdiction, with respect to the transaction. If the Purchaser receives Form AU-196.2 (or substantially similar form) and/or similar notices from any other applicable taxing jurisdiction, then the Purchaser shall withhold from the next Revenue Share Amount or Revenue Milestone Amount as applicable, payment of any amount specified in such form, and shall subsequently pay to the New York State Department of Taxation & Finance and/or any other applicable taxing jurisdiction from the amount withheld any amount that it requires the Purchaser to pay to it and, following appropriate notice from the New York State Department of Taxation & Finance and/or any other applicable taxing jurisdiction, the Purchaser shall release the remaining portion of such Revenue Share Amount or Revenue Milestone Amount, as applicable, withheld to the

Vendor. Nevertheless, the Vendor shall indemnify and hold the Purchaser harmless from any actual out-of-pocket costs or losses incurred by the Purchaser on account of any failure by the Vendor to pay its sales taxes on any and all of the Vendor's activities which occurred prior to Closing.

4.8.6. All transfer, sales, use and similar Taxes, any penalties, interest and additions to Tax, and fees incurred, in each case solely under United States Tax Laws, in connection with the transactions contemplated by this Agreement shall be split equally among the Vendor and the Purchaser and be timely paid by the Vendor and the Purchaser. The Vendor and the Purchaser shall cooperate in the timely making of all filings, returns, reports and forms as may be required in connection therewith.

4.9 Employee Matters

4.9.1. The Vendor shall employ the Transferred Employees until the Time of Closing and at the Time of Closing the Purchaser shall, effective as of the Effective Time, offer to continue to employ all of the active Transferred Employees who are employed by the Vendor in the Purchased Business and listed on <u>Schedule 3.1(ii)</u>: (i) at the same annual salary as indicated on <u>Schedule 3.1(ii)</u>; and (ii) otherwise on terms and conditions of employment in the aggregate not materially less favourable than those in effect on the date hereof; provided that the Transferred Employees shall be subject to the commission policies of the Purchaser.

4.9.2. The Vendor shall bear and discharge and promptly pay following the Effective Time any and all Liabilities: (i) incurred as a result of an event that commenced or occurred before the Effective Time; or (ii) that has accrued up to the Effective Time, in either case owing to or in respect of a former employee of the Vendor in respect of any matter and the Vendor shall indemnify and save harmless the Purchaser from and against any and all such Liabilities made or brought against the Purchaser or any of its directors, officers, employees or agents by any Person, association or trade union or by any federal, provincial, municipal or other government department, commission, board, bureau, agency or instrumentality or any other Person or body which in any way pertains to or arises out of such Liability including, without limiting the generality of the foregoing, any and all Liabilities whatsoever with respect to wages, commissions, bonuses, severance pay, notice of termination of employment or pay in lieu of such notice, damages for wrongful dismissal or other employee benefits or claims, including vacation pay, and including any interest, award, judgment or penalty relating thereto and any reasonable costs or expenses incurred by the Purchaser in defending any such claim or demand.

4.9.3. The Purchaser shall bear and discharge and promptly pay following the Effective Time any and all Liabilities: (i) incurred as a result of an event that commenced or occurred on or after the Effective Time; or (ii) that has accrued on or after the Effective Time, in either case owing to or in respect of a Transferred Employee in respect of any matter and the Purchaser shall indemnify and save harmless the Vendor from and against any and all such Liabilities made or brought against the Vendor or any of its directors, officers, employees or agents by any Person, association or trade union or by any federal, provincial, municipal or other government department, commission, board, bureau, agency or instrumentality or any other Person or body which in any way pertains to or arises out of such Liability including, without limiting the generality of the foregoing, any and all Liabilities whatsoever with respect to wages, commissions, bonuses, severance pay, notice of termination of employment or pay in lieu of such notice, damages for wrongful dismissal or other employee benefits or claims, including vacation pay, and including any interest, award, judgment or penalty relating thereto and any reasonable costs or expenses incurred by the Vendor in defending any such claim or demand.

4.9.4. The parties agree to make appropriate adjustments to the Effective Time of all items in respect of Transferred Employees which require adjustment including, without limiting the generality of the foregoing, premiums for unemployment insurance, provincial health programs and Canada Pension Plan, vacation pay, accrued wages, salaries and commissions and employee benefit plan payments.

4.10 Services Agreement

4.10.1. The parties agree to enter into the Services Agreement effective as of the Time of Closing.

ARTICLE 5– CONDITIONS

5.1 Conditions for the Benefit of the Purchaser

5.1.1. The sale by the Vendor and the purchase by the Purchaser of the Assets is subject to the following conditions which are for the exclusive benefit of the Purchaser to be performed or complied with at or prior to the Time of Closing:

(a) the representations and warranties of the Vendor set forth herein shall be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;

(b) the Vendor shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by it at or prior to the Time of Closing;

(c) there shall have been obtained such approvals or consents as are required to permit the change of ownership of the Assets (including, without limitation, the assignment of the Assumed Contracts except where the failure to do so would not have a Material Adverse Effect) contemplated hereby;

(d) all necessary steps and proceedings shall have been taken to permit the Assets to be duly and regularly transferred to and registered in the name of the Purchaser;

(e) the Vendor shall have delivered duly executed copies of the documents and agreements referred to in Section 6.2.1.;

(f) **REDACTED** shall have entered into an employment agreement effective as of the Time of Closing with the Purchaser on terms acceptable to the Purchaser and **REDACTED**; and

(g) the TSXV shall have approved the transactions contemplated by this Agreement.

5.1.2. In case any material term hereof or covenant of the Vendor or condition to be performed or complied with for the benefit of the Purchaser at or prior to the Time of Closing shall not have been performed or complied with at or prior to May 29, 2020, including, without limitation, the condition set forth in Section 5.1.1(g), the Purchaser may, without limiting any other right that the Purchaser may have, at its sole option, either:

(a) rescind this Agreement by notice to the Vendor and, in such event, the Purchaser shall be released from all obligations hereunder;

(b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part; or

(c) complete the transactions contemplated by this Agreement without prejudice to any of its rights to claim against the Vendor (but subject to the limitations set out in Section 4.3.2.) or any of them for any Liabilities directly or indirectly incurred by the Purchaser as a result of such non-performance or non-compliance;

and, if the Purchaser rescinds this Agreement pursuant to Section 5.1.2(a), this Agreement will be of no further force or effect; provided, however, that (a) Section 7.4 (Confidentiality), this Section 5.1.2 (Conditions for the Benefit of the Purchaser) and Article 8 (General Provisions) will survive the termination of this Agreement and will remain in full force and effect in accordance with their terms and (b) the termination of this Agreement will not relieve any party from any Liability for fraud or any willful breach of this Agreement.

5.2 Conditions for the Benefit of the Vendor

5.2.1. The sale by the Vendor and the purchase by the Purchaser of the Assets is subject to the following conditions which are for the exclusive benefit of the Vendor to be performed or complied with at or prior to the Time of Closing:

(a) the representations and warranties of the Purchaser set forth in Section 3.3 shall be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;

(b) the Purchaser shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Purchaser at or prior to the Time of Closing;

(c) the Vendor shall be furnished with such certificates or other instruments of the Purchaser or its directors and/or officers as the Vendor or their counsel may reasonably think necessary in order to establish that the terms, covenants and conditions contained in this Agreement to have been performed or complied with by the Purchaser at or prior to the Time of Closing have been performed or complied with and that the representations and warranties of the Purchaser herein given are true and correct at the Time of Closing;

(d) the Purchaser shall have delivered duly executed copies of the documents and agreements referred to in Section 6.2.2.;

(e) the TSXV shall have approved the transactions contemplated by this Agreement; and

(f) the shareholders of the Vendor and of Freckle Ltd. shall have approved the transactions contemplated by this Agreement by the requisite majorities.

5.2.2. In case any material term or covenant of the Purchaser or material condition to be performed or complied with for the benefit of the Vendor at or prior to the Time of Closing shall not have been performed or complied with at or prior to the Time of Closing, the Vendor may, without limiting any other right that it may have, at its sole option, either:

(a) rescind this Agreement by notice to the Purchaser, and in such event the Vendor shall be released from all obligations hereunder; or

(b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part; or

(c) complete the transactions contemplated by this Agreement without prejudice to any of its rights to claim against the Purchaser, but subject to Sections 4.3.2. and 4.3.3. for any Liabilities directly or indirectly incurred by the Purchaser as a result of such non-performance or non-compliance,

and, if the Vendor rescinds this Agreement pursuant to Section 5.2.2(a), the Purchaser shall also be released from all obligations hereunder unless the term, covenant or condition for which the Vendor has rescinded this Agreement was one that the Purchaser had covenanted, pursuant to Section 4.2.1., to ensure had been performed or complied with, in which event the Purchaser shall be jointly and severally liable to the Vendor for all Liabilities incurred by the Vendor as a result of such breach but subject to Sections 4.3.2. and 4.3.3.

ARTICLE 6 – CLOSING ARRANGEMENTS

6.1 Closing

The sale and purchase of the Assets shall be completed at the Time of Closing by the exchange of documents between counsel for the parties on mutually acceptable undertakings or in such other manner as may be agreed upon by the Purchaser and the Vendor.

6.2 Deliveries

6.2.1. At or before the Time of Closing, the Vendor shall deliver or cause to be delivered to the Purchaser, among other things:

(a) all duly executed documents of title, conveyances, assurances, transfers, assignments, consents and approvals to the assignment of the Assets in form and substance satisfactory to the Purchaser, all such documents being in registrable or recordable form, as may be required pursuant to this Agreement;

(b) an officer's certificate re: representations and warranties pursuant to Section 5.1.1.(a) including certified copies of resolutions of the directors and the shareholders as applicable, of the Vendor and Freckle Ltd. authorizing this Agreement, the Completion Documents and the transactions contemplated hereby and thereby;

(c) certificate of corporate status of the Vendor;

(d) signed waivers and releases of all creditors of the Vendor having any Encumbrance or interest in respect of the Purchased Business, the Assets or any of them in form and substance satisfactory in all respects to the Purchaser and its counsel;

(e) all other agreements, documents or evidence required or contemplated by this Agreement or as may reasonably be deemed necessary by counsel to the Purchaser to give effect to this Agreement;

(f) executed copies of the Assumed Contracts;

(g) executed counterparts of the Services Agreement and the Employment Agreement signed by the Vendor;

6.2.2. At or before the Time of Closing, the Purchaser shall deliver or cause to be delivered to the Vendor:

(a) an officer's certificate of the Purchaser pursuant to Section 5.2.1(a), including certified copies of resolutions of the directors of the Purchaser authorizing this Agreement, the Completion Documents and the transactions contemplated hereby;

(b) executed counterparts of the Services Agreement signed by the Purchaser; and

(c) all other agreements, documents or evidence required or contemplated by this Agreement or as may reasonably be deemed necessary by counsel to the Vendor to give effect to this Agreement.

6.3 Privacy and Personal Information

The parties shall each be obligated to comply with their own obligations with respect to the collection, use, transfer, and processing of personal information. Furthermore, each party shall be responsible for their own Liabilities associated with any non-compliance with the forgoing. The Vendor represents and warrants that the Canada Point-of-Interest Data does not include any personal information and the Vendor shall not transfer any personal information to the Purchaser in connection with this Agreement.

ARTICLE 7 – RESTRICTIVE COVENANTS

7.1 Non-Solicitation

(a) During the period from and including the Closing Date to and including the date that is three (3) years after the date of this Agreement (the "**Effective Period**"), the Vendor and its Affiliates, shall not in any manner whatsoever, directly or indirectly, for any purpose that could reasonably be considered competitive with the Purchased Business, hire, solicit, divert, canvass, induce to reduce or alter an association or relationship or otherwise interfere with an association or relationship of the Purchased Business or the Purchaser with any clients, customers, suppliers, consultants, contractors, agents or other Persons who, at the Closing Date, were, or are at the applicable time, under contract or otherwise associated or doing business with the Purchased Business (including any Current Customer or Other Customer), or attempt to do any of the foregoing.

(b) For the purpose of this Article 7, "directly or indirectly" in relation to any actions of the Parties includes, but is not limited to, any action taken by any Person for his, her or its own benefit or for the benefit of any other Person, whether taken individually or in partnership or jointly or in association or in conjunction with others or through a medium of any Person or in any other manner whatsoever, whether as a shareholder, owner, co-owner, employer, investor, partner, lender, consultant, advisor, agent, trustee or representative or otherwise (other than as a passive investor holding not more than 5% of any class of securities of a public company).

7.2 Non-Solicitation of Workers

During the Effective Period, neither the Vendor and its Affiliates, on one hand, nor the Purchaser and its Affiliates, on the other hand, shall, in any manner whatsoever, directly or indirectly including through any other Person, solicit, induce or influence, directly or indirectly (or attempt to solicit, induce or influence, directly or indirectly), any employee or contractor of the of the other party to leave his or her employment or engagement with the other party.

7.3 Non-Competition

During the Effective Period, the Vendor and its Affiliates shall not, directly or indirectly by any means whatsoever, carry on, engage in, invest in, be concerned with, be interested in, lend money to, guarantee the debts or obligations of, or permit its name or any part thereof to be used or employed by any Person engaged in, concerned with or interested in any business, activity, operation or undertaking substantially similar to or competitive with the Purchased Business within North America as currently conducted and as proposed to be conducted as of the date of this Agreement, with the sole exception of the Killi Data Business, as currently conducted and as proposed to be conducted as of the date of this Agreement. For the avoidance of doubt, the Killi Data Business shall not include (a) the selling of any location data based aggregated products, including but not limited to, a combination of raw location data with places or point of interest data, location-based audiences, foot traffic measurement, location-based analytics or insights, or any aggregated products created where the sole or the primary ingredient is location-based data, or (b) the selling of any data where raw location data is the sole or primary data sold to its customers, except for the selling of raw location data to the following types of companies: (i) location aggregators (e.g. **REDACTED**), (ii) measurement firms (e.g. **REDACTED**) and (iii) analytics / research firms (e.g. **REDACTED**).

7.4 Confidentiality

(a) The Vendor has acquired and have in its possession or control customer and supplier lists for the Purchased Business, information or data relating to those customers and suppliers not generally available to the public and other trade secrets, know-how and non-public information relating to the Purchased Business (collectively, the "**Confidential Information**"), that was obtained or acquired in the course of operating in the Purchased Business. Except to give effect to the intent of, or as otherwise provided for by, this Agreement, the Vendor shall not, for a period three (3) years following the date of this Agreement in any manner whatsoever:

(i) disclose or transmit any item of Confidential Information to any Person; or

(ii) allow any Person access to any item of the Confidential Information;

provided that the non-disclosure obligation in this Section 7.5 shall not apply to information which: (A) is information that is or becomes available to the public other than through a breach of this Agreement; or (B) which the Vendor is required by law to disclose, provided that notice of such requirement is, to the extent permitted by law, delivered to the Purchaser so that the Purchaser may contest such potential disclosure.

(b) The Vendor, shall use commercially reasonable efforts to protect the security and confidential nature of any Confidential Information in its possession or control, which efforts shall not be less than those that a reasonable person would be expected to expend to protect its own confidential information.

7.5 Enforcement

(a) The Vendor and the Purchaser acknowledge and recognize that a breach by it of any of the covenants herein contained might result in substantial damages and that damages by monetary award may not be adequate. Accordingly, the parties agree that, in the event of any such breach, in addition to any other remedies available at law or in equity, the non-breaching party will be entitled to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Article 7;

(b) If any of the parties breach any of the covenants set forth in this Article 7, then, in addition to any other remedies that the non-breaching party may otherwise be entitled to, the non-breaching party shall be entitled to recover from the breaching party under the principle of accounting for profits and unjust enrichment. To determine the remedies and amount to which the non-breaching party may be entitled, the breaching party agrees that a court of competent jurisdiction may order an appropriate accounting from the subject to the covenants set forth in this Agreement.

7.6 Severability

Each provision of this Article 7 is declared to constitute an entirely separate and distinct independent covenant. If any provision of this Article 7 is determined to be void or unenforceable in whole or in part or held not to be valid as going beyond what is reasonable for the protection of the interests of a party or any other reason whatsoever but would be valid if part of the wording were deleted or altered or its extent, duration or geographic scope reduced or modified, then such restriction will apply with such reduction in extent, duration or geographic scope, modification, deletion or alteration as may be necessary to make it enforceable and any court with jurisdiction over the parties shall so reform this Article 7. Similarly, if any such restriction is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other covenant or provision, and the foregoing paragraphs and portions thereof are declared to be separate and distinct covenants.

ARTICLE 8 – GENERAL

8.1 Further Assurances

Each of the parties shall from time to time execute and deliver all such further documents and instruments and do all acts and things any other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

8.2 Time of Essence

Time shall be of the essence of this Agreement.

8.3 Fees

Each of the parties hereto shall pay their respective legal, accounting, broker and other professional advisory fees, costs and expenses incurred in connection with the purchase and sale of the Purchased Business and the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

8.4 Public Announcements

No public announcements or press release concerning the sale and purchase of the Assets shall be made by any of the parties hereto without the prior consent and joint approval of each of the other parties hereto, except such announcements or press releases as may be required by any laws applicable to either party or by any Governmental Authority or stock exchange.

8.5 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

8.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any other instrument entered into pursuant hereto, the provisions of this Agreement shall prevail.

8.7 Amendments and Waiver

No modifications of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision to this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

8.8 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

8.9 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To the Vendor:

Freckle I.O.T. Ltd.
400-409 King Street West
Toronto, Ontario
M5V 1K1

Attention: Neil Sweeney
Email: **REDACTED**

with a copy to:

Minden Gross LLP
145 King Street West, Suite 2200
Toronto, Ontario
M5H 4G2

Attention: Andrew Elbaz/ David Judson
Email: **REDACTED**

To the Purchaser:

PlaceIQ, Inc.
5 Bryant Park, 18th Floor
New York, NY 10018
Attention: Matt Novick
Email: **REDACTED**

with a copy to:
Fenwick & West LLP
228 Santa Monica Blvd #300
Santa Monica, CA 90401
Attention: Faisal Rashid
Email: **REDACTED**

or to such other address, individual or electronic communication number as may be designated by notice given by any party to the others. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the date of actual delivery thereof and, if given by registered mail, on the third Business Day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

8.10 Attornment

For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the State of New York and the courts of the State of New York shall have jurisdiction to entertain any action arising under this Agreement. The Vendor, and the Purchaser each hereby attorns to the jurisdiction of the courts of the State of New York.

8.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

8.12 Benefit of Indemnities

The parties hereto acknowledge and agree that all the indemnities made in this Agreement in favor of the Purchaser Indemnitees (other than the Purchaser itself) will be held in trust by the Purchaser for the benefit of such Purchaser Indemnitees and that all the indemnities made in this Agreement in favour of the Vendor Indemnitees (other than the Vendor itself) will be held in trust by the Vendor for the benefit of such Vendor Indemnities.

8.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the laws of United States applicable therein. The parties hereby consent to jurisdiction of the State and Federal courts located in New York, New York.

(Signature Pages to follow)

IN WITNESS WHEREOF the parties have executed this Agreement.

FRECKLE I.O.T. LTD.

Per: *Neil Sweeney*
Name: Neil Sweeney
Title: Founder and CEO

PLACEIQ, INC.

Per: *Matthew Novick*
Name: Matthew Novick
Title: COO

Schedule 1.1(d) – Assumed Contracts

REDACTED

Schedule 1.1(n) – Current Customers

For the avoidance of doubt, the Revenue Sharing Amount and the Revenue Milestone Amount with respect to the Current Customer Accounts shall not apply to any revenue or other income of Purchaser from clients or agencies not listed below.

REDACTED

Revenue applicable to the following Current Customer Accounts will only apply to the Revenue Sharing Amount and the Revenue Milestone Amount for the period beginning at the Effective Time until the date that is sixty (60) days after the Effective Time.

REDACTED

Schedule 1.1(p) – Employment Agreement

REDACTED

Schedule 1.1(gg) – Permitted Encumbrances

1. Encumbrances for Taxes not yet delinquent or which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the Vendor's books in accordance with generally accepted accounting principles and encumbrances that do not materially detract from the value of any of the Assets or materially interfere with the use thereof as currently used.

Schedule 1.1(rr) – Services Agreement

See attached.

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "***Agreement***") is entered into as of [Closing Date] (the "***Effective Date***"), between PlaceIQ, Inc., a corporation incorporated under the laws of the State of Delaware (the "***Purchaser***"), and Freckle I.O.T. Ltd., a corporation incorporated under the laws of the Province of Ontario (the "***Vendor***") (each, a "***Party***", and collectively, the "***Parties***").

WHEREAS, the Purchaser the Vendor have entered into that certain Asset Purchase Agreement dated effective as of April 1, 2020 (the "***APA***"); and

WHEREAS, to effect the intent of the APA, pursuant to which Purchaser purchased certain assets from the Vendor, (a) the Purchaser wishes to provide to the Vendor and the Vendor wishes to receive, certain services to assist the Vendor in continuing certain aspects of the Purchased Business (as defined in the APA) on behalf of the Purchaser beginning at the Closing Time (as defined in the APA); (b) the Vendor wishes to provide to the Purchaser, and the Purchaser wishes to receive from the Vendor certain services to assist the Purchaser to operate the Purchased Business beginning at the Closing Time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms as used in this Agreement will have the meanings set forth below. Capitalized terms not defined herein have the meanings assigned to them in the APA (as defined below).

(a) "***Additional Service***" has the meaning set forth in Section 2.1(b).

(b) "***Additional SOW***" has the meaning set forth in Section 2.1(b).

(c) "***Bankruptcy Event***" has the meaning set forth in Section 3.3.

(d) "***Damages***" has the meaning set forth in Section 5.1.

(e) "***Service Fees***" has the meaning set forth in Section 2.5(a).

(f) "***Service Levels***" has the meaning set forth in Section 2.1(c).

(g) "***Service Period***" has the meaning set forth in Section 3.1.

(h) "***Service Provider***" means a Party or one of its affiliates providing Services to the other Party or one of its affiliates under this Agreement.

(i) "***Service Provider's Personnel***" means, with respect to any Service Provider, that Service Provider's or its affiliates' employees, subcontractors or other personnel that perform work related to or in connection with any of the Services.

(j) "***Service Recipient***" means a Party or one of its affiliates receiving Services from the other Party or one of its affiliates under this Agreement.

(k) "***Service Recipient Indemnified Parties***" has the meaning set forth in Section 5.1.

(l) "***Service Recipient's Personnel***" means, with respect to any Service Recipient, that Service Recipient's or its affiliates' employees, subcontractors or other personnel.

(m) "***Service Schedules***" means: (i) with respect to the Vendor as Service Provider, Schedule A-1; and (ii) with respect to the Purchaser as Service Provider, Schedule A-2.

(n) "***Services***" means the services described on the Services Schedule to be provided by the applicable party as set forth on the Services Schedule in its capacity as a Service Provider.

(o) "***Term***" has the meaning set forth in Section 3.2.

2. SERVICES PROVIDED

2.1 General.

(a) Services. Subject to the terms and conditions set forth herein, each Party will provide, or procure the provision of, the Services to the other Party for the duration of the applicable Service Period (as defined below). To the extent that ancillary functions, activities or other components of work for a Service are not expressly described in the applicable Service Schedule, but are an inherent or necessary part of providing such Service, then unless otherwise excluded by written agreement of the Parties, such ancillary functions, activities or other components of work will be deemed to be included as part of such Service.

(b) Additional Services. If during the Term (as defined below), either Party desires to procure any additional services from the other Party (each an "***Additional Service***"), the Parties will discuss such Additional Services in good faith, and to the extent the Parties agree to include such Additional Service under this Agreement, the Service Provider will provide such Additional Service(s) as part of the Services. Any such agreed upon Additional Services will be documented in a statement of work signed by authorized representatives of both Parties and substantially in the form attached hereto as Exhibit A ("***Additional SOW***"). Upon execution of an Additional SOW any agreed upon Additional Services in such Additional SOW will be deemed to be Services for purposes of this Agreement.

(c) Service Levels. Each Service Provider will perform the Services (i) in accordance with all applicable Laws and this Agreement; (ii) in a professional, competent and workmanlike manner that is consistent with industry standards applicable to similar services; (iii) using sufficient personnel of adequate skill, experience and qualifications to ensure the timely and efficient provision of the Services; and (iv) to at least a standard as was performed during the period of six (6) months prior to the Effective Date, if applicable (collectively, the "***Service Levels***").

(d) Service Modifications. During the Term, the Parties may agree in writing to modify the terms and conditions relating any Service in order to reflect, among other things, new procedures, processes or other methods of providing such Service that do not constitute Additional Services.

2.2 Personnel.

(a) General. In providing the Services, Service Provider may use its own employees, affiliates or subcontractors in the provision of the Services as it deems appropriate; provided that with respect to any such affiliate or subcontractor (i) each such employee, affiliate and subcontractor agrees in writing to be bound by confidentiality obligations at least as protective as the terms of this Agreement; and (ii) Service Provider will at all times remain responsible for the performance of the Services by such employee, affiliate or subcontractor as if Service Provider was providing such Services. To the extent permitted by applicable Law, none of Service Provider's employees providing Services to Service Recipient will be deemed to be employees of the Service Recipient for any purpose, unless otherwise set forth in a Services Schedule or otherwise agreed by the applicable Parties in writing.

(b) Service Provider's Personnel. Except as otherwise set forth in a Services Schedule or Additional SOW, Service Provider will have the sole and exclusive responsibility for all Service Provider's Personnel, including but not limited to responsibility for the payment of any and all compensation, unemployment insurance, worker's compensation, disability insurance, employee benefits and other employment-related charges and deductions with respect to Service Provider's Personnel, unless otherwise set forth in a Services Schedule or otherwise agreed by the applicable Parties in writing. Service Provider will adequately supervise Service Provider's Personnel and will cause all of Service Provider's Personnel to provide reasonable cooperation with Service Recipient and perform the Services in accordance with this Agreement, including the Service Levels.

2.3 Compliance with Service Recipient Policies. Service Provider will ensure that all Service Provider Personnel comply with all security, personnel and other reasonable policies and procedures of Service Recipient provided in writing to Service Provider (as such policies and procedures may be amended in Service Recipient's sole discretion upon notice to Service Provider from time to time) while (a) on Service Recipient's premises, and (b) accessing or attempting to gain access to Service Recipient's computer systems, in each case if applicable.

2.4 Cooperation. The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Services. Such cooperation will include exchanging information that is necessary for the purposes of providing or receiving, as appropriate, the Services, subject, in all cases, to prior contract, intellectual property or confidentiality obligations owed by the applicable Party and its affiliates to third parties.

2.5. Fees and Payment.

(a) For the Services performed by or on behalf of Service Provider hereunder, Service Provider may charge Service Recipient, and Service Recipient will pay Service Provider the fees set out in the applicable Services Schedule or Additional SOW (the "***Service Fees***") in accordance with the payment terms set forth in Section 2.5(b).

(b) Service Recipient will be responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges on any amount payable by Service Recipient to Service Provider hereunder, and the Service Fees do not include any such taxes or similar charges. Notwithstanding anything to the contrary in the foregoing, each Party will be responsible for taxes imposed on that Party's income. In the event that Service Recipient is required to deduct or withhold any taxes from the amounts payable to Service Provider hereunder, Service Recipient will deduct and withhold such taxes as required by Applicable Law, which will be considered as paid to Service Provider hereunder.

3. TERM

3.1 Services Term. Each Service will be provided for a period commencing on later of (y) the Effective Date or (z) the date specified in the applicable Services Schedule or Additional SOW, if any and ending on the earlier of (i) the termination or expiration of this Agreement; or (ii) the end date of the service period set forth on the applicable Services Schedule or Additional SOW, if any (each, a "***Service Period***"); unless otherwise earlier terminated or extended pursuant to this Agreement.

3.2 Agreement Term. The term of this Agreement will commence upon the Effective Date and will continue in full force and effect until terminated as permitted herein (the "***Term***").

3.3 Termination. This Agreement may be terminated as follows:

(a) The Purchaser may terminate this Agreement or any particular Service for convenience upon written notice to the Vendor.

(b) Either Party may, without prejudice to its other rights or remedies, terminate this Agreement or any Services Schedule or Additional SOW immediately by written notice to the other Party if such other Party is in material breach of any of its obligations under this Agreement, a Services Schedule or an Additional SOW and such breach is either incapable of remedy or such other breaching Party has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party detailing such breach.

(c) Either Party may terminate this Agreement if the other Party is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other Party under any provision of bankruptcy or insolvency legislation (a "***Bankruptcy Event***") and such Bankruptcy Event is not dismissed or otherwise resolved within one hundred twenty (120) days of the occurrence thereof.

(d) This Agreement may be terminated with respect to one or more individual Services, in whole or in party, by mutual written agreement of the Parties.

3.4 Partial Termination; Effect of Termination. In the event of any termination or expiration with respect to one or more of the Services, but not all of the Services, this Agreement will continue in full force and effect with respect to any Services not terminated or expired in accordance with this Agreement. Upon termination of this Agreement, or upon the termination or expiration of all of the Services in accordance with this Section 3, Service Provider will cease to perform the Services, and Service Recipient will pay to Service Provider all sums due to Service Provider pursuant to this Agreement for the Services performed through the effective date of termination, if any. Termination of this Agreement or termination or expiration of any Service in accordance with this Section 3 will not relieve any Party from its obligations or liabilities arising hereunder prior to the date of such termination or expiration, nor will it affect the rights of any Party with respect to any claims or damages it may have suffered as a result of any breach of this Agreement by the other Party.

3.5 Survival. The provisions of Sections 1, 3.4, 3.5, and 5 through 7 will survive the termination of this Agreement and continue in effect in accordance with their respective terms. The remaining provisions will survive to the extent required for any non-terminated Services, or as otherwise specifically set forth in such provisions.

4. INTELLECTUAL PROPERTY

4.1 Ownership. As between the Parties, each Party will exclusively own and retain such Party's intellectual property rights. Nothing in this Agreement will be regarded as an express or implied license of a Party's intellectual property rights except as expressly set forth in Section 4.2.

4.2 License. Subject to compliance with the terms and conditions of this Agreement, the Service Provider, on behalf of itself and its affiliates, hereby grants the Service Recipient and its affiliates a limited, non-exclusive, fully paid-up, royalty-free, non-transferable, non-sublicenseable license to use all intellectual property rights owned or controlled by such Party or any of its affiliates solely to the extent necessary for such Service Recipient's use and receipt of the Services, which shall immediately terminate upon termination of this Agreement.

5. INDEMNIFICATION AND LIABILITY

5.1 Indemnification. Subject to Section 5.2, Service Provider will at all times during the term hereof and for a period of five (5) years following termination defend, indemnify and hold Service Recipient and its affiliates (together with their respective officers, directors, shareholders, employees and agents) (the "***Service Recipient Indemnified Parties***") harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) ("***Damages***") arising from any claim by a third party resulting from Service Provider's or any of Service Providers' Personnel's negligence, fraud, intentional misconduct or breach of this Agreement in connection with the performance of the Services.

5.2 Exclusion. Service Provider will not be required to indemnify any Service Recipient Indemnified Party for any Damages to the extent arising from the Service Recipient's material breach of this Agreement or negligence, intentional misconduct or fraud by Service Recipient or Service Recipient's Personnel in connection with this Agreement.

5.3 Indemnification Procedures.

(a) The procedures and requirements for making indemnification claims specified in Section 4.4 of the APA shall apply to any claims made by a Service Recipient Indemnified Party for indemnification pursuant to this Section 5.

5.4 Limitation of Liability.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OR LOSS OF PROFIT OR REVENUE ARISING OUT OF THIS AGREEMENT.

(b) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT EXCEED FIVE HUNDRED THOUSAND DOLLARS ($500,000).

(c) THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN AMONG THE PARTIES, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

6. CONFIDENTIALITY

6.1 The confidentiality obligations of the Parties set forth in Section 7.4 of the APA shall apply to any Confidential Information made available from one Party to another pursuant to this Agreement.

7. FORCE MAJEURE

7.1 No Party shall be liable for any failure of performance directly caused by acts, events or causes that are outside such Party's reasonable control and that prevent such Party's performance hereunder, including, but not limited to, war, riot, rebellion, civil disturbances, power failures, failure of telephone lines, flood, storm, fire and earthquake or other acts of God or events of nature, but excluding, for the avoidance of doubt, the COVID-19 pandemic. The affected provisions and/or other requirements of this Agreement, other than payment obligations, shall be suspended during the period of such disability.

8. GENERAL

8.1 The general provisions included in Sections 1.2 through 1.7 of the APA and Sections 8.1 through 8.13 of the APA shall apply to this Agreement, *mutatis mutandis*.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PLACEIQ, INC.

By: __________________________________
Name:
Title:

FRECKLE I.O.T. LTD.

By: __________________________________
Name:
Title:

SCHEDULE A-1 –SERVICES TO BE PROVIDED BY THE VENDOR

REDACTED

SCHEDULE A-2 –SERVICES TO BE PROVIDED BY THE PURCHASER

REDACTED

Schedule 1.1(vv) – Trademarks

See Trademark and Domain Assignment Agreements attached.

REDACTED

Domain Names:

- Freckleiot.com

Trademarks:

TRADEMARK	TYPE	COUNTRY	APPLICATION NO	APP DATE	REG NO	REG DATE
FRECKLE IOT	Word	Canada	1704666	November 26, 2014	TMA9629 92	February 15, 2017
FRECKLE IOT	Design	Canada	1706827	December 11, 2014	TMA9629 90	February 15, 2017
FRECKLE IOT	Word	US	N/A	November 26, 2014	5156600	March 7, 2017
FRECKLE IOT	Word & Design	US	N/A	December 11, 2014	5156627	March 7, 2017

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**") is made as of [Closing Date] (the "**Effective Date**"), by Freckle I.O.T. Ltd., a company incorporated in the province of Alberta and continued to Ontario (the "**Assignor**") in favor of PlaceIQ, Inc., a company incorporated under the laws of the State of Delaware (the "**Assignee**").

WHEREAS pursuant to the asset purchase agreement made as of the Effective Date (the "**Asset Purchase Agreement**"), the Assignee wishes to acquire and the Assignor wishes to assign to the Assignee all right, title and interest in and to the trademarks set forth on Schedule A hereto (the "**Trademarks**");

AND WHEREAS the Assignor is the sole owner of the Trademarks and is transferring all of the Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith to the Assignee, and the Assignor wishes to sign and deliver this Agreement for the purpose of assigning the Trademarks and all goodwill associated therewith to the Assignee.

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

1. <u>Assignment</u>. The Assignor does hereby irrevocably sell, assign, convey and transfer unto the Assignee and its successors, assigns and legal representatives, the Assignor's entire right, title and interest in and to: (a) the Trademarks and (b) the goodwill of the business symbolized thereby and appurtenant thereto (collectively, the "**Owned IP**"), the same to be held and enjoyed by the Assignee, its successors, permitted assigns or legal representatives, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Owned IP, along with the right to sue for past infringements and collect same for the Assignee's sole use and enjoyment (the "**Assignment**").

2. <u>Authorization.</u> The Assignor and the Assignee agree to comply with and cause, or in the case of the Assignee instruct the applicable registrars to cause, the respective registrars of record to comply with the registration transfer requirements set out in the governing policies, rules and procedures with respect to the Owned IP. The Assignor shall authorize that such steps be taken, and such documentation be submitted (electronically or otherwise), to the appropriate registrar as may be required in order to effect the transfer of the Owned IP to the Assignee. The Assignee shall be responsible for any consideration or other fees required by the registrants in order to complete the Assignment.

3. <u>No Conflict.</u> The Assignor represents that the Assignor has the rights, titles, and interests to convey the Owned IP as set forth herein, and covenants to the Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed. Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment, and, to the extent there shall arise a conflict between any term or condition of this Agreement and any term or condition of the Asset Purchase Agreement, the applicable term or condition of the Asset Purchase Agreement shall control.

4. <u>Further Assurances</u>. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices. At and

after the date hereof, the Assignor will, without further consideration, provide or execute such other information or documents as may be reasonably necessary or appropriate to accomplish such transfer of the Owned IP upon the Assignee's reasonable request.

The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, including without limitation, the trademark registrar of the Canadian Intellectual Property Office, to record the Assignee as assignee and owner of the items listed on Schedule A hereto.

5. General. This Agreement shall inure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States applicable therein. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties is deemed to be and is to be read as a single agreement among the parties. In addition, execution of this Agreement by any of the parties may be evidenced by way of a faxed or other electronic transmission of such party's signature (which signature may be by separate counterpart), or a photocopy of such faxed or other electronic transmission, and such signature, or photocopy of such signature, is deemed to constitute the original signature of such party to this Agreement.

[*Signature page follows.*]

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

FRECKLE I.O.T. LTD.

By: ______________________________
Authorized Signatory
I have authority to bind the Corporation

PLACEIQ, INC.

By: ______________________________
Authorized Signatory
I have authority to bind the Corporation

#4125702 | 4118204

SCHEDULE "A"

Trademarks

TRADEMARK	TYPE	COUNTRY	APPLICATION NO / SERIAL NO	APP DATE	REG NO	REG DATE
FRECKLE IOT	Word	Canada	1704666	November 26, 2014	TMA962992	February 15, 2017
FRECKLE IOT	Design	Canada	1706827	December 11, 2014	TMA962990	February 15, 2017
FRECKLE IOT	Word	US	86466089	November 26, 2014	5156600	March 7, 2017
FRECKLE IOT	Word & Design	US	86477917	December 11, 2014	5156627	March 7, 2017

Schedule 2.4 – Interim Period Expenses

REDACTED

Schedule 2.5 – Allocation of Purchase Price

REDACTED

Schedule 2.6 – Excluded Assets

1. All cash on hand or on deposit with banks or other depositories, other cash equivalents, investments, certificates of deposit, money market instruments and all rights in and to bank accounts of the Vendor.

2. All cheques of the Purchased Business.

3. All accounts receivable and notes receivable, accounts payable, security deposits, book debts or other debts accruing due to the Vendors with respect to the Purchased Business prior to the Effective Time.

4. All accrued tax refunds, rebates or credits and other similar payments relating to Taxes due to the Vendor.

5. All consideration to be delivered by the Purchaser to the Vendor pursuant to the Agreement and all other rights of the Vendor under the Agreement and the Completion Documents.

6. The Vendor’s minute books, including the constating documents and corporate records relating to its corporate existence and capitalization.

7. Any equity interest in the Vendor or in any corporation, limited partnership, partnership or any other entity in which the Vendor owns any interest, directly or indirectly.

8. All pre-paid expenses and deposits relating to the Purchased Business including all pre-paid taxes, local improvement rates and charges, water rates and other operating costs, all pre-paid purchases of gas, oil and hydro, and all pre-paid lease payments.

9. All contracts that are not Assumed Contracts.

10. Any Assets that the Purchaser notifies the Vendor, at any time prior to Closing, that the Purchaser wishes to exclude from the Assets.

11. The Killi Data Business, which includes all of the assets used in or relating to the Killi product, including, without limitation, (i) the Killi website, mobile applications, domain name, trademarks, intellectual property rights and all rights, title and interest relating thereto, and (ii) user information collected and distributed by Killi and its customer lists associated with the underlying data management and consent platform.

12. The data set utilized by the Vendor with respect to point-of-interest location data in the United States.

Description of the Killi Data Business:

Killi is a consumer-facing consent management product available online as well as via a direct Killi mobile application. Killi allows consumers to onboard their own personal data to put it under their control. With a consumer’s own data under their control, Killi users are able to then consent to allow for the purchase of their data. When purchased, Killi users are compensated in cash directly and have full transparency on whom has purchased their data.

Schedule 3.1(ii) – Employees

REDACTED

APPENDIX “B”

SALE RESOLUTION

The text of the Sale Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED, AS A SPECIAL RESOLUTION OF DISINTERESTED SHAREHOLDERS, THAT:

1. The asset purchase agreement (the “**Asset Purchase Agreement**”) made as of April 1, 2020 between Freckle Ltd. (the “**Company**”) and PlaceIQ, Inc. (“**PlaceIQ**”) as the same may be supplemented or amended from time to time, is hereby authorized, approved and adopted.

2. The sale of the assets used solely and exclusively in the Company’s offline attribution business, which assets comprise all or substantially all of the Company’s property (the “**Proposed Transaction**”), as set forth in the Asset Purchase Agreement, and in accordance with subsection 184(3) of the Business Corporations Act (Ontario) and TSX Venture Exchange Policy 5.3 *Acquisitions and Dispositions of Non-cash Assets* (“**Policy 5.3**”) and as required under Policy 5.3 as the Company did not provide the TSX Venture Exchange with evidence of value in accordance with Section 4.2 of TSX Venture Exchange Policy 5.4 *Escrow, Vendor Consideration and Resale Restrictions*, is hereby authorized and approved.

3. Any director or officer of the Company is hereby authorized for and on behalf of the Company to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this special resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions.

4. Notwithstanding that this special resolution has been duly passed and the Proposed Transaction approved by the shareholders of the Company, or that the Proposed Transaction has been approved by regulatory authorities having jurisdiction over the common shares of the Company, the directors of the Company are hereby authorized and empowered at their discretion (subject to the terms of the Asset Purchase Agreement), without further notice to, or approval of, the shareholders of the Company:

    a. To amend the Asset Purchase Agreement to the extent permitted by the Asset Purchase Agreement, or otherwise, and

    b. Not to proceed with the Proposed Transaction.

APPENDIX "C"

SECTION 185 OF THE OBCA

Rights of dissenting shareholders

Section 185

(1) Subject to subsection (3) and to sections 186 and 248, if a corporation resolves to,

(a) amend its articles under section 168 to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;

(b) amend its articles under section 168 to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;

(c) amalgamate with another corporation under sections 175 and 176;

(d) be continued under the laws of another jurisdiction under section 181; or

(e) sell, lease or exchange all or substantially all its property under subsection 184(3),

a holder of shares of any class or series entitled to vote on the resolution may dissent. R.S.O. 1990, c. B.16, s.185(1).

Idem

(2) If a corporation resolves to amend its articles in a manner referred to in subsection 170(1), a holder of shares of any class or series entitled to vote on the amendment under section 168 or 170 may dissent, except in respect of an amendment referred to in,

(a) clause 170(1)(a), (b) or (e) where the articles provide that the holders of shares of such class or series are not entitled to dissent; or

(b) subsection 170(5) or (6). R.S.O. 1990, c. B.16, s.185(2).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares. 2006, c. 34, Sched. B, s.35.

Exception

(3) A shareholder of a corporation incorporated before the 29th day of July, 1983 is not entitled to dissent under this section in respect of an amendment of the articles of the corporation to the extent that the amendment,

(a) amends the express terms of any provision of the articles of the corporation to conform to the terms of the provision as deemed to be amended by section 277; or

(b) deletes from the articles of the corporation all of the objects of the corporation set out in its articles, provided that the deletion is made by the 29th day of July, 1986. R.S.O. 1990, c. B.16, s.185(3).

Shareholder's right to be paid fair value

(4) In addition to any other right the shareholder may have, but subject to subsection (30), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents becomes effective, to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted. R.S.O. 1990, c. B.16, s.185(4).

No partial dissent

(5) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the dissenting shareholder on behalf of any one beneficial owner and registered in the name of the dissenting shareholder. R.S.O. 1990, c. B.16, s.185(5).

Objection

(6) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent. R.S.O. 1990, c. B.16, s.185(6).

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6). R.S.O. 1990, c. B.16, s.185(7).

Notice of adoption of resolution

(8) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (6) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn the objection. R.S.O. 1990, c. B.16, s.185(8).

Idem

(9) A notice sent under subsection (8) shall set out the rights of the dissenting shareholder and the procedures to be followed to exercise those rights. R.S.O. 1990, c. B.16, s.185(9).

Demand for payment of fair value

(10) A dissenting shareholder entitled to receive notice under subsection (8) shall, within twenty days after receiving such notice, or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing,

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares. R.S.O. 1990, c. B.16, s.185(10).

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates, if any, representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent. R.S.O. 1990, c. B.16, s.185(11); 2011, c. 1, Sched. 2, s.1(9).

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section. R.S.O. 1990, c. B.16, s.185(12).

Endorsement on certificate

(13) A corporation or its transfer agent shall endorse on any share certificate received under subsection (11) a notice that the holder is a dissenting shareholder under this section and shall return forthwith the share certificates to the dissenting shareholder. R.S.O. 1990, c. B.16, s.185(13).

Rights of dissenting shareholder

(14) On sending a notice under subsection (10), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares as determined under this section except where,

(a) the dissenting shareholder withdraws notice before the corporation makes an offer under subsection (15);

(b) the corporation fails to make an offer in accordance with subsection (15) and the dissenting shareholder withdraws notice; or

(c) the directors revoke a resolution to amend the articles under subsection 168(3), terminate an amalgamation agreement under subsection 176(5) or an application for continuance under subsection 181(5), or abandon a sale, lease or exchange under subsection 184(8), in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder sent the notice referred to in subsection (10). R.S.O. 1990, c. B.16, s.185(14); 2011, c. 1, Sched. 2, s.1(10).

Same

(14.1) A dissenting shareholder whose rights are reinstated under subsection (14) is entitled, upon presentation and surrender to the corporation or its transfer agent of any share certificate that has been endorsed in accordance with subsection (13),

(a) to be issued, without payment of any fee, a new certificate representing the same number, class and series of shares as the certificate so surrendered; or

(b) if a resolution is passed by the directors under subsection 54 (2) with respect to that class and series of shares,

(i) to be issued the same number, class and series of uncertificated shares as represented by the certificate so surrendered, and

(ii) to be sent the notice referred to in subsection 54(3). 2011, c. 1, Sched. 2, s.1(11).

Same

(14.2) A dissenting shareholder whose rights are reinstated under subsection (14) and who held uncertificated shares at the time of sending a notice to the corporation under subsection (10) is entitled,

(a) to be issued the same number, class and series of uncertificated shares as those held by the dissenting shareholder at the time of sending the notice under subsection (10); and

(b) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s.1(11).

Offer to pay

(15) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (10), send to each dissenting shareholder who has sent such notice,

(a) a written offer to pay for the dissenting shareholder's shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (30) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares. R.S.O. 1990, c. B.16, s.185(15).

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms. R.S.O. 1990, c. B.16, s.185(16).

Idem

(17) Subject to subsection (30), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (15) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made. R.S.O. 1990, c. B.16, s.185(17).

Application to court to fix fair value

(18) Where a corporation fails to make an offer under subsection (15) or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder. R.S.O. 1990, c. B.16, s.185(18).

Idem

(19) If a corporation fails to apply to the court under subsection (18), a dissenting shareholder may apply to the court for the same purpose within a further period of twenty days or within such further period as the court may allow. R.S.O. 1990, c. B.16, s.185(19).

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19). R.S.O. 1990, c. B.16, s.185(20).

Costs

(21) If a corporation fails to comply with subsection (15), then the costs of a shareholder application under subsection (19) are to be borne by the corporation unless the court otherwise orders. R.S.O. 1990, c. B.16, s.185(21).

Notice to shareholders

(22) Before making application to the court under subsection (18) or not later than seven days after receiving notice of an application to the court under subsection (19), as the case may be, a corporation shall give notice to each dissenting shareholder who, at the date upon which the notice is given,

(a) has sent to the corporation the notice referred to in subsection (10); and

(b) has not accepted an offer made by the corporation under subsection (15), if such an offer was made,

of the date, place and consequences of the application and of the dissenting shareholder's right to appear and be heard in person or by counsel, and a similar notice shall be given to each dissenting shareholder who, after the date of such first mentioned notice and before termination of the proceedings commenced by the application, satisfies the conditions set out in clauses (a) and (b) within three days after the dissenting shareholder satisfies such conditions. R.S.O. 1990, c. B.16, s.185(22).

Parties joined

(23) All dissenting shareholders who satisfy the conditions set out in clauses (22) (a) and (b) shall be deemed to be joined as parties to an application under subsection (18) or (19) on the later of the date upon which the application is brought and the date upon which they satisfy the conditions, and shall be bound by the decision rendered by the court in the proceedings commenced by the application. R.S.O. 1990, c. B.16, s.185(23).

Idem

(24) Upon an application to the court under subsection (18) or (19), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall fix a fair value for the shares of all dissenting shareholders. R.S.O. 1990, c. B.16, s.185(24).

Appraisers

(25) The court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders. R.S.O. 1990, c. B.16, s.185(25).

Final order

(26) The final order of the court in the proceedings commenced by an application under subsection (18) or (19) shall be rendered against the corporation and in favour of each dissenting shareholder who, whether before or after the date of the order, complies with the conditions set out in clauses (22)(a) and (b). R.S.O. 1990, c. B.16, s.185(26).

Interest

(27) The court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment. R.S.O. 1990, c. B.16, s.185(27).

Where corporation unable to pay

(28) Where subsection (30) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (26), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares. R.S.O. 1990, c. B.16, s.185(28).

Idem

(29) Where subsection (30) applies, a dissenting shareholder, by written notice sent to the corporation within thirty days after receiving a notice under subsection (28), may,

(a) withdraw a notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder's full rights are reinstated; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders. R.S.O. 1990, c. B.16, s.185(29).

Idem

(30) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that,

(a) the corporation is or, after the payment, would be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities. R.S.O. 1990, c. B.16, s.185(30).

Court order

(31) Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights arising under subsection (4), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance upon such terms and conditions as the court thinks fit and, if the corporation is an offering corporation, notice of any such application and a copy of any order made by the court upon such application shall be served upon the Commission. 1994, c. 27, s.71(24).

Commission may appear

(32) The Commission may appoint counsel to assist the court upon the hearing of an application under subsection (31), if the corporation is an offering corporation. 1994, c. 27, s.71(24).

APPENDIX "D"

NAME CHANGE RESOLUTION

The text of the Name Change Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED AS A SPECIAL RESOLUTION, THAT:

1. The name of Freckle Ltd. (the "**Company**") be changed to "Killi Ltd." or such other name as is authorized by the board of directors of the Company acceptable to the TSX Venture Exchange and applicable regulatory authorities (the "**Name Change**").
2. The amendment to the Company's articles to reflect the Name Change is hereby authorized and approved.
3. Any director or officer of the Company is hereby authorized for and on behalf of the Company to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this special resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions.
4. Notwithstanding the foregoing, the Name Change pursuant to this special resolution will not be effective until such time as articles of amendment have been filed on behalf of the Company with the Ontario Registrar of Corporations has taken effect.
5. Notwithstanding the approval of the shareholders of the Company as herein provided, the Name Change is subject to the receipt of final approval from the TSX Venture Exchange and the board of directors of the Company may, in its sole discretion, revoke this special resolution before it is acted upon, without further approval of the shareholders of the Company.

APPENDIX "E"

CONSOLIDATION RESOLUTION

The text of the Consolidation Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED AS A SPECIAL RESOLUTION, THAT:

1. Freckle Ltd. (the "**Company**") is hereby authorized to amend its articles to provide that:
   (a) the authorized capital of the Company is altered by consolidating all of the issued and outstanding common shares of the Company without par value on the basis of a consolidation ratio to be selected by the Company's board of directors, in its sole discretion, provided that (i) the ratio may be no smaller than one post-consolidation common share for every three (3) pre-consolidation common shares and no larger than one post-consolidation common share for every ten (10) pre-consolidation common shares, and (ii) the number of pre-consolidation common shares in the ratio must be a whole number of common shares (the "**Consolidation Ratio**");
   (b) in the event that the consolidation would otherwise result in the issuance of a fractional share, no fractional share shall be issued and such fraction will be rounded down to the nearest whole number; and
   (c) the effective date of such consolidation shall be the date shown in the certificate of amendment issued by the Registrar of Corporations of Ontario (the "**Registrar**") or such other date indicated in the articles of amendment provided that, in any event, such date shall be on any date prior to the date that is one year from the date of approval of this special resolution by the Company's shareholders.
2. The amendment to the Company's articles to reflect the Consolidation Ratio is hereby authorized and approved.
3. Any director or officer of the Company is hereby authorized for and on behalf of the Company to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this special resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions.
4. Notwithstanding the foregoing, the Consolidation Ratio pursuant to this special resolution will not be effective until such time as articles of amendment have been filed on behalf of the Company with the Registrar has taken effect.
5. Notwithstanding the approval of the shareholders of the Company as herein provided, the Consolidation Ratio is subject to the receipt of final approval from the TSX Venture Exchange and the board of directors of the Company may, in its sole discretion, revoke this special resolution before it is acted upon, without further approval of the shareholders of the Company.

APPENDIX "F"

AMENDED OPTION PLAN RESOLUTION

The text of the Amended Option Plan Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. The stock option plan of the Company approved by the holders of common shares of the Company on June 22, 2018 and May 29, 2019 and described in, and appended in its entirety to, the Company's management information circular dated May 10, 2016 (the "**Option Plan**"), including the amendments to: (i) the termination and exercise of any options granted under the Option Plan (each an "**Option**" and collectively, the "**Options**") in the event that the option holder ceases to be a director, officer, consultant, employee of the Company or its subsidiaries or employee of a person or company which provides management services to the Company or its subsidiaries for any reason (other than death); (ii) the termination and exercise of any Options granted under the Option Plan in the event of the death of the Option holder; (iii) the board of directors' ability to amend the expiry date of any Option and (iv) the governing law of the Option Plan (collectively, the "**Amendments**"), each as more particularly described in the Company's management information circular dated April 23, 2020, be and is hereby approved as the stock option plan of the Company.

2. Any director or officer of the Company is hereby authorized for and on behalf of the Company to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions.

3. Notwithstanding the approval of the shareholders of the Company as herein provided, the adoption of the Amendments to the Option Plan are subject to the receipt of final approval from the TSX Venture Exchange and the board of directors of the Company may, in its sole discretion, revoke this resolution before it is acted upon, without further approval of the shareholders of the Company.

APPENDIX "G"

AMENDED STOCK OPTION PLAN

See attached.

KILLI LTD.

STOCK OPTION PLAN

1. Purpose

The purpose of the Stock Option Plan (the "**Plan**") of **Killi Ltd.**, a corporation incorporated under the *Business Corporations Act* (Alberta) and continued into the Province of Ontario (the "**Corporation**") is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the Corporation, and of its subsidiaries, if any, to acquire class A common shares in the capital of the Corporation (the "**Shares**"), thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs.

2. Administration

The Plan shall be administered by the Board of Directors of the Corporation or by a special committee of the directors appointed and delegated such authority from time to time by the Board of Directors of the Corporation pursuant to rules of procedure fixed by the Board of Directors (such committee or, if no such committee is appointed, the Board of Directors of the Corporation, is hereinafter referred to as the "**Board**"). A majority of the Board shall constitute a quorum, and the acts of a majority of the directors present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the directors.

Subject to the provisions of the Plan, the Board shall have authority to construe and interpret the Plan and all option agreements entered into thereunder (each an "**Option Agreement**" and collectively the "**Option Agreements**"), to define the terms used in the Plan and in all Option Agreements entered into thereunder, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all participants in the Plan and on their legal personal representatives and beneficiaries.

Each option granted hereunder (each an "**Option**" and collectively the "**Options**") may be evidenced by an Option Agreement in writing, signed on behalf of the Corporation and by the recipient of an option hereunder, in such form as the Board shall approve. Each such Option Agreement shall recite that it is subject to the provisions of this Plan.

Each Option granted by the Corporation prior to the date of the approval of the Plan by the shareholders of the Corporation, including Options granted under previously approved stock option plans of the Corporation, be and are continued under and shall be subject to the terms of the Plan after the Plan has been approved by the shareholders of the Corporation.

3. Stock Exchange Rules

All Options granted pursuant to this Plan shall be subject to rules and policies of any stock exchange or exchanges on which the Shares are then listed and any other regulatory body having jurisdiction over the Plan and any Options issued thereunder (collectively referred to as, the "**Exchange**").

In the event that the Shares are listed on the TSX Venture Exchange (the "**TSX Venture**"), all Options: (i) issued to insiders of the Corporation and (ii) all Options with an exercise price that is at a discount to the

Market Price (as defined under TSX Venture Policy 1.1 – *Interpretation*), and, in each case, any Shares issued upon the exercise of such Options prior to the expiry of the Exchange Hold Period (as defined under TSX Venture Policy 1.1 – *Interpretation*), must be legended as prescribed under the policies of the TSX Venture with the Exchange Hold Period commencing on the date the Options were granted.

4. Shares Subject to Plan

Subject to adjustment as provided in Section 15 hereof, the Shares to be offered under the Plan shall consist of common shares of the Corporation's authorized but unissued common shares. The aggregate number of Shares issuable upon the exercise of all Options granted under the Plan shall not exceed ten percent (10%) of the issued and outstanding common shares of the Corporation from time to time. If any Option granted hereunder shall expire or terminate for any reason in accordance with the terms of the Plan without being exercised, the unpurchased Shares subject thereto shall again be available for the purpose of this Plan.

5. Maintenance of Sufficient Capital

The Corporation shall at all times during the term of the Plan reserve and keep available such numbers of Shares as will be sufficient to satisfy the requirements of the Plan.

6. Eligibility and Participation

Directors, officers, consultants, and employees of the Corporation or any of its subsidiaries, and employees of a person or company which provides management services to the Corporation or its subsidiaries ("**Management Company Employees**") shall be eligible for selection to participate in the Plan (such persons hereinafter collectively referred to as "**Participants**"). Subject to compliance with applicable requirements of the Exchange, Participants may elect to hold the Options granted to them in an incorporated entity wholly owned by them and such entity shall be bound by the Plan in the same manner as if the Options were held by the Participant.

Subject to the terms hereof, the Board shall determine to whom Options shall be granted, the terms and provisions of the respective Option Agreements, the time or times at which such Options shall be granted and vested, and the number of Shares to be subject to each Option. In the case of employees or consultants of the Corporation or Management Company Employees, the Option Agreements to which they are party must contain a representation of the Corporation stating that such employee, consultant or Management Company Employee is a bona fide employee, consultant or Management Company Employee of the Corporation or of its subsidiaries.

As a condition precedent to the issuance of an Option, the Corporation and a Participant who has been granted an Option must be able to represent to the Exchange as of the grant date that the Participant is a bona fide employee, consultant or Management Company Employee of the Corporation or any of its subsidiaries.

A Participant who has been granted an Option may, if such Participant is otherwise eligible, and if permitted under the policies of the Exchange, be granted an additional Option or Options if the Board shall so determine.

7. Exercise Price

(a) The exercise price of the Shares subject to each Option shall be determined by the Board, subject to applicable Exchange approval, at the time any Option is granted. In no event shall such exercise price be lower than the exercise price permitted by the Exchange.

(b) Once the exercise price has been determined by the Board, accepted by the Exchange and the Option has been granted, the exercise price of an option may be reduced upon receipt of Board approval, provided that in the case of Options held by insiders of the Corporation (as defined in the applicable policies of the Exchange), the exercise price of an Option may be reduced only if disinterested shareholder approval is obtained.

8. Number of Optioned Shares

(a) The number of Shares subject to an Option granted to any one Participant shall be determined by the Board, but no one Participant shall be granted an Option which exceeds the maximum number permitted by the Exchange.

(b) No single Participant may be granted Options to purchase a number of Shares equalling more than five percent (5%) of the issued common shares of the Corporation in any twelve (12) month period unless the Corporation has obtained disinterested shareholder approval in respect of such grant and meets applicable Exchange requirements.

(c) Options shall not be granted if the exercise thereof would result in the issuance of more than two percent (2%) of the issued common shares of the Corporation in any twelve (12) month period to any one consultant of the Corporation or any of its subsidiaries.

(d) Options shall not be granted if the exercise thereof would result in the issuance of more than two percent (2%) of the issued common shares of the Corporation in any twelve (12) month period to persons employed to provide investor relations activities. Options granted to Consultants performing investor relations activities will contain vesting provisions such that vesting occurs over at least twelve (12) months with no more than one-quarter (¼) of the Options vesting in any three (3) month period.

9. Duration of Option

Each Option and all rights thereunder shall be expressed to expire on the date set out in the Option Agreement and shall be subject to earlier termination as provided in Sections 11 and 12 hereof, provided that in no circumstances shall the duration of an Option exceed the maximum term permitted by the Exchange. For greater certainty, if the Shares are listed on the TSX Venture, the maximum term may not exceed ten (10) years.

Should the expiry date of an Option fall within a Black Out Period (as defined below), or within nine (9) business days following the expiration of a Black Out Period, such expiry date of the Option shall be automatically extended without any further act or formality to that date which is the tenth (10) business day after the end of the Black Out Period, such tenth (10) business day to be considered the expiry date for such Option for all purposes under the Plan. The ten (10) business day period referred to in this paragraph may not be extended by the Board.

"**Black Out Period**" means the period during which the relevant Participant is prohibited from exercising an option due to trading restrictions imposed by the Corporation pursuant to any policy of the Corporation respecting restrictions on trading that is in effect at that time.

10. Option Period, Consideration and Payment

(a) The Option shall be for a period of time fixed by the Board not to exceed the maximum term permitted by the Exchange (the "**Option Period**"), provided that the Option Period shall be reduced with respect to any Option as provided in Sections 11 and 12 hereof covering cessation as a director, officer, consultant, employee or Management Company Employee of the Corporation or any of its subsidiaries, or death of the Participant.

(b) Subject to any vesting restrictions imposed by the Exchange, the Board may, in its sole discretion, determine the time during which Options shall vest and the method of vesting, or that no vesting restriction shall exist.

(c) Subject to any vesting restrictions imposed by the Board, Options may be exercised in whole or in part at any time and from time to time during the Option Period. To the extent required by the Exchange, no Options may be exercised under this Plan until this Plan has been approved by a resolution duly passed by the shareholders of the Corporation.

(d) Subject to applicable policies of the Exchange, the Board will have the power to, without the prior written consent of all the Participants, amend the expiry date of any Options previously granted under the Plan.

(e) Except as set forth in Sections 11 and 12 hereof, no Option may be exercised unless the Participant is at the time of such exercise a director, officer, consultant, or employee of the Corporation or any of its subsidiaries, or a Management Company Employee of the Corporation or any of its subsidiaries.

(f) The exercise of any Option will be contingent upon receipt by the Corporation at its head office of a written notice of exercise, specifying the number of Shares with respect to which the Option is being exercised, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such Shares with respect to which the Option is exercised. No Participant or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any common shares of the Corporation unless and until the certificates for Shares issuable pursuant to Options under the Plan are issued to him or them under the terms of the Plan.

11. Ceasing To Be a Director, Officer, Consultant or Employee

Subject to Section 12, if a Participant ceases to be a director, officer, consultant, employee of the Corporation, or its subsidiaries, or ceases to be Management Company Employee, for any reason, other than death (each a "**Termination Event**"), unless otherwise determined by the Board at any time prior to the date of the Termination Event, all unvested Options will immediately terminate on the date of the Termination Event and all vested Options will terminate on the date that is thirty (30) days from the date of the Termination Event.

Nothing contained in the Plan, nor in any Option granted pursuant to the Plan, shall as such confer upon any Participant any right with respect to continuance as a director, officer, consultant, employee or Management Company Employee of the Corporation or of any of its subsidiaries.

12. Death of Participant

Notwithstanding Section 11, in the event of the death of a Participant, all unvested Options will immediately terminate on the date of the death of the Participant. All vested Options previously granted to the Participant shall be exercisable until the earlier of: (i) the date that is ninety (90) days after such death and (ii) the applicable expiry date, and will only be exercisable:

(a) by the person or persons to whom the Participant's rights under the option shall pass by the Participant's will or the laws of descent and distribution; and

(b) if and to the extent that such Participant was entitled to exercise the Option at the date of his death.

13. Rights of Participant

No person entitled to exercise any Option granted under the Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until certificates representing such Shares shall have been issued and delivered.

14. Proceeds from Sale of Shares

The proceeds from the sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine.

15. Adjustments

If the outstanding common shares of the Corporation are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Corporation or another corporation or entity through re-organization, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation, or any adjustment relating to the Shares optioned or issued on exercise of Options, or the exercise price per share as set forth in the respective stock option agreements, shall be adjusted in accordance to the terms of such agreements.

Adjustments under this Section 15 shall be made by the Board whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Share shall be required to be issued under the Plan on any such adjustment.

16. Withholding Taxes

The Corporation shall have the authority to take steps for the deduction and withholding, or for the advance payment or reimbursement by the Participant to the Corporation, of any taxes or other required source deductions which the Corporation is required by law or regulation of any governmental authority whatsoever to remit in connection with this Plan, or any issuance of Shares. Without limiting the generality of the foregoing, the Corporation may, in its sole discretion:

(a) deduct and withhold additional amounts from other amounts payable to a Participant;

(b) require, as a condition of the issuance of Shares to a Participant that the Participant make a cash payment to the Corporation equal to the amount, in the Corporation's opinion, required to be withheld and remitted by the Corporation for the account of the Participant to the appropriate governmental authority and the Corporation, in its discretion, may withhold the issuance or delivery of Shares until the Participant makes such payment; or

(c) sell, on behalf of the Participant, all or any portion of Shares otherwise deliverable to the Participant until the net proceeds of sale equal or exceed the amount which, in the Corporation's opinion, would satisfy any and all withholding taxes and other source deductions for the account of the Participant.

17. Transferability

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or the extent, if any, permitted by the Exchange. During the lifetime of a Participant any benefits, rights and Options may only be exercised by the Participant.

18. Amendment and Termination of Plan

Subject to applicable approval of the Exchange, the Board may, at any time, suspend or terminate the Plan. Subject to applicable approval of the Exchange, the Board may also at any time amend or revise the terms of the Plan; provided that no such amendment or revision shall result in a material adverse change to the terms of any options theretofore granted under the Plan, unless shareholder approval, or disinterested shareholder approval, as the case may be, is obtained for such amendment or revision.

19. Shareholder Approval of Plan

This Plan may be subject to annual approval by the TSX Venture or any applicable stock exchange that its Shares are listed on.

The Corporation will obtain disinterested shareholder approval of Options if the Plan, together with all of the Corporation's previously established and outstanding stock option plans or grants, could result at any time in the grant to insiders, within a twelve (12) month period, of a number of Options exceeding ten percent (10%) of the issued Shares of the Corporation.

If required by the Exchange, this Plan may be made subject to the approval of a majority of the votes cast at a meeting of the shareholders of the Corporation or by a majority of votes cast by disinterested shareholders at a meeting of shareholders of the Corporation. Any Options granted under this Plan prior to such time will not be exercisable or binding on the Corporation or any of its subsidiaries unless and until such shareholder approval is obtained.

20. Necessary Approvals

The ability of a Participant to exercise Options and the obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to any approvals which may be required from shareholders of the Corporation and any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation. If any Shares cannot be issued to any Participant for whatever reason, the obligation of the Corporation to issue such Shares shall terminate and any Option exercise price paid to the Corporation will be returned to the Participant.

21. Effective Date of Plan

The Plan has been adopted by the Board of the Corporation subject to the approval of the Exchange and, if so approved, subject to the discretion of the Board, the Plan shall become effective upon such approvals being obtained.

22. Interpretation

The Plan will be governed by and construed in accordance with the laws of the Province of Ontario.

APPENDIX "H"

REPRICING RESOLUTION

The text of the Repricing Resolution which the Shareholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS, THAT:

1. The Company be and is hereby authorized to decrease the exercise price of an aggregate of 3,509,772 stock options previously granted to directors, officers, employees and consultants (the "**Options**") to a price of $0.05 per common share (or such other greater price as may be approved by the Board), as set forth in the Company's management information circular dated April 23, 2020, and subject to the approval of the TSX Venture Exchange (the "**Repricing**").

2. All of the other terms of the Options will remain unchanged.

3. Any director or officer of the Company is hereby authorized for and on behalf of the Company to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions.

4. Notwithstanding the approval of the shareholders of the Company as herein provided, the Repricing is subject to the receipt of final approval from the TSX Venture Exchange and the board of directors of the Company may, in its sole discretion, revoke this resolution before it is acted upon, without further approval of the shareholders of the Company.