

EUCLIDES TECHNOLOGIES, INC.

- and -

ADI HOD

LIRON PRESTELNIK

EREZ GLINANSKY

- and -

ANALYTIXINSIGHT INC.

PURCHASE AGREEMENT

November 24, 2016

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THIS ASSET AND SHARE PURCHASE AGREEMENT is made as of November 24, 2016.

BETWEEN:

EUCLIDES TECHNOLOGIES, INC., a corporation governed by the laws of the State of Delaware,

(the “**Asset Vendor**”)

- and -

ADI HOD, an individual residing in the city of [CITY REDACTED], **LIRON PRESTELNIK**, an individual residing in the city of [CITY REDACTED], and **EREZ GLINANSKY**, an individual residing in the city of [CITY REDACTED],

(each, a “**Shareholder**” and, collectively, the “**Shareholders**”)

- and -

ANALYTIXINSIGHT INC., a corporation governed by the laws of the Province of Ontario,

(the “**Purchaser**”)

RECITALS:

- A. The Asset Vendor carries on the Business (as defined below).
- B. The Asset Vendor wishes to sell, and the Purchaser wishes to purchase, the Business by the sale and purchase of the Purchased Assets (as defined below).
- C. The Shareholders collectively own, indirectly, all of the issued and outstanding shares of the Asset Vendor.

THEREFORE the Parties (as defined below) agree as follows:

ARTICLE 1

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Whenever used in this Agreement the following words and terms have the meanings set out below:

- (a) “**Accounts Payable**” means amounts relating to the Business owing to any Person as of the Closing Time, which are incurred in connection with the purchase of goods or services in the ordinary course of business and in accordance with the terms of this Agreement;

- (b) “**Accounts Receivable**” means accounts receivable, bills receivable, trade accounts, book debts and insurance claims relating to the Business, recorded as receivable in the Books and Records and other amounts due or deemed to be due to the Asset Vendor relating to the Business, including refunds and rebates receivable relating to the Business or the Purchased Assets;
- (c) “**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and “control” and any derivation of the above means the possession, directly or indirectly, of the power to direct or significantly influence the management and policies/business or affairs of a Person whether through the ownership of voting securities or otherwise;
- (d) “**Agreement**” means this purchase agreement, including all schedules, and all amendments or restatements, as permitted, and references to “Article” or “Section” mean the specified Article or Section of this Agreement;
- (e) “**ALY Shares**” means the common shares in the capital of the Purchaser;
- (f) “**ALY Warrants**” means common share purchase warrants of the Purchaser, each of which will entitle the Asset Vendor, or such other person as directed by the Asset Vendor, to purchase one common share in the capital of the Purchaser for a price equal to the Current Market Price on the Milestone Date for a period of three years commencing on the Milestone Date in accordance with the terms of the ALY Warrants Certificate;
- (g) “**ALY Warrants Certificate**” means the warrant certificate representing the ALY Warrants;
- (h) “**Appurtenances**” means privileges, rights, easements and appurtenances both at law and equity belonging to or for the benefit of Leased Real Property, including means of access between Leased Real Property and a public way, rights in respect of or for any other uses upon which the present use is dependent (such as pipelines, cables) and rights existing in and to any streets, alleys, passages and other rights-of-way;
- (i) “**arm’s length**” has the meaning that it has for purposes of the *Income Tax Act* (Canada);
- (j) “**Assumption Agreement**” means an assignment and assumption agreement between the Asset Vendor and the Purchaser in a form acceptable to the Parties and consistent with the terms of this Agreement;
- (k) “**Balance Sheet**” means the balance sheet of the Business as at September 30, 2016, forming part of the Euclides Financial Statements;

- (l) “**Benefit Plans**” means plans, arrangements, agreements, programs, policies, practices or undertakings, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered to which the Asset Vendor is a party or bound or in which employees participate or under which the Asset Vendor has, or will have, any liability or contingent liability, or pursuant to which payments are made, or benefits are provided to, or an entitlement to payments or benefits may arise with respect to any of its employees or former employees, directors or officers, individuals working on contract with the Asset Vendor relating to the Business or other individuals providing services to the Asset Vendor relating to the Business of a kind normally provided by employees (or any spouses, dependants, survivors or beneficiaries of any such persons), excluding Statutory Plans;
- (m) “**Books and Records**” means books and records of the Asset Vendor or any of its Affiliates relating to the Business or the Purchased Assets, including financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise including all data, information and databases stored on computer-related or other electronic media;
- (n) “**Business**” means the business carried on currently and prior to the date of this Agreement by the Asset Vendor consisting of field service management integration and implementation;
- (o) “**Business Day**” means any day, other than a Saturday or Sunday, on which banks in Toronto, Ontario or Cambridge, Massachusetts are open for commercial banking business during normal banking hours;
- (p) “**Claims**” includes claims, demands, complaints, grievances, actions, applications (including applications for correction to any Governmental Authority and costs associated therewith but only to the extent submitted by the Asset Vendor or the Purchaser, as the case may be), suits, causes of action, Orders, charges, indictments, prosecutions, or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, and all reasonable costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (q) “**Closing**” means the completion of the sale to and purchase by the Purchaser of the Purchased Assets under this Agreement;
- (r) “**Closing Date**” means the first Business Day after the satisfaction or waiver of the conditions precedent in Articles 6 and 7 of this Agreement, or such

other date as the Parties may agree in writing as the date upon which the Closing shall take place, provided that the Closing Date shall be no later than February 28, 2017;

- (s) “**Closing Date Financial Statement**” means the balance sheet of the Asset Vendor as at the Closing Date, showing (i) all of the current assets and current liabilities of the Asset Vendor, and (ii) all Accounts Receivable and Accounts Payable, prepared by the Asset Vendor on a basis consistent with that used in the Euclides Financial Statements, and including a statement of the Net Working Capital as at the Closing Date;
- (t) “**Closing Net Working Capital**” means the Net Working Capital on the Closing Date, as derived from the Closing Date Financial Statement;
- (u) “**Closing Time**” means 10:00 a.m. (Toronto time), on the Closing Date or such other time on such date as the Parties may agree in writing as the time at which the Closing shall take place;
- (v) “**Closing Time Consideration**” has the meaning given to it in Section 2.6(a);
- (w) “**Contracted Revenues**” means revenues of the Asset Vendor that have been generated pursuant to applicable Contracts but have not yet been billed by the Asset Vendor to the relevant counterparty to each such Contract;
- (x) “**Contracts**” means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Asset Vendor, is a party or by which the Asset Vendor, is bound or under which the Asset Vendor has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied) and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;
- (y) “**Current Market Price**” means, with respect to the date of this Agreement or the Milestone Date, as the case may be, the volume weighted average price per share at which the ALY Shares have traded on the TSXV, or any other stock exchange upon which the ALY Shares are listed, or if the ALY Shares are not listed on any stock exchange, on any over-the-counter market on which the ALY Shares are trading, as may be selected for this purpose by the board of directors of the Purchaser, acting reasonably, during the 20 prior consecutive Trading Days ending on such date;
- (z) “**Employee Costs**” means notice of termination, termination pay, severance pay and other costs, liabilities and obligations including entitlement to benefit coverage, stock options or incentive compensation whether due under contract, statute, common law or otherwise relating to the employees who are terminated from employment with the Asset Vendor;

- (aa) “**Employees**” means individuals employed or retained by the Asset Vendor, on a full-time, part-time or temporary basis, relating to the Business, including those employees of the Business on disability leave, parental leave or other absence;
- (bb) “**Employment Contracts**” means Contracts, other than Benefit Plans, whether oral or written, relating to an Employee, including any communication or practice relating to an Employee which imposes any obligation on the Asset Vendor;
- (cc) “**Encumbrances**” means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;
- (dd) “**Equipment Contracts**” means Contracts relating to Personal Property and includes motor vehicle leases, equipment leases, leases of computer hardware and computer systems, conditional sales contracts, title retention agreements and other similar agreements;
- (ee) “**Euclides Financial Statements**” means the unaudited financial statements of the Business for the fiscal year ended December 31, 2015, the nine month period ended September 30, 2016 consisting of the Balance Sheet and the statements of earnings and retained earnings and cash flows and all notes thereto;
- (ff) “**Euclides Work Agreement**” means the work contract agreement between the Asset Vendor and the Purchaser pursuant to which the Asset Vendor shall provide services to the Purchaser after Closing in respect of certain Employees employed by the Asset Vendor;
- (gg) “**Excluded Assets**” means:
 - (i) To the extent the Closing Net Working Capital is greater than zero (the “**Excess Working Capital**”), (x) all cash, bank balances, moneys in possession of banks and other depositories, term or time deposits and similar cash items of the Asset Vendor but the aggregate amount thereof that constitute Excluded Assets will not exceed the amount of the Excess Working Capital (the aggregate amount thereof that constitute Excluded Assets pursuant to this clause (x), “**Retained Cash**”), and (y) if the aggregate amount of the Retained Cash is less than the amount of Excess Working Capital, Accounts Receivable of the Asset Vendor in an aggregate face amount net of reserves that equals the amount of such shortfall;
 - (ii) shares, notes, bonds, debentures or other securities of or issued by corporations or other Persons and not relating to the Business and

certificates or other evidences of ownership of such securities owned or held by or for the account of the Asset Vendor;

- (iii) corporate, financial, taxation and other records of the Asset Vendor not relating exclusively or primarily to the Business (provided that the Asset Vendor may retain a copy of all corporate, financial, taxation and other records relating exclusively or primarily to the Business and necessary for preparing or substantiating any tax returns or other regulatory filings);
 - (iv) sales, excise or other licences or registrations issued to or held by the Asset Vendor, whether relating to the Business or otherwise;
 - (v) refunds in respect of reassessments for Taxes relating to the Business or Purchased Assets paid prior to the Closing;
 - (vi) refundable Taxes relating to the Business or Purchased Assets paid prior to the Closing;
 - (vii) amounts owing from any Affiliate of the Asset Vendor or any director, officer, former director or officer, shareholder or employee of the Asset Vendor or its Affiliates;
 - (viii) the assets and Contracts listed in Schedule 1.1(gg);
 - (ix) all artwork owned by the Asset Vendor; and
 - (x) any and all rights under any insurance policy of the Asset Vendor.
- (hh) “**Fixify Agreements**” means, collectively, (i) the shareholder agreement, (ii) the management agreement, and (iii) the revenue sharing agreement among Fixify Ltd., the Purchaser and the Shareholders, as applicable, to be entered into at Closing, all pursuant to the Fixify Share Purchase Agreement;
- (ii) “**Fixify Share Purchase Agreement**” means the share purchase agreement dated the date of this Agreement among Fixify Ltd., the Shareholders and the Purchaser;
- (jj) “**Goodwill**” means the goodwill of the Business relating to the Purchased Assets, and information and documents relevant to the Business and the Purchased Assets including lists of customer and suppliers, credit information, telephone and facsimile numbers, research materials, research and development files and the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Asset Vendor and to all rights in respect of the name “Euclides” and any variations of such name;
- (kk) “**Governmental Authorities**” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute

settlement panels or other law, rule or regulation-making organizations or entities:

- (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
 - (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;
- (ll) “**Governmental Authorizations**” means authorizations, approvals, including any franchises, Orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued to or required by the Asset Vendor relating to the Business or any of the Purchased Assets, by or from any Governmental Authority;
- (mm) “**Improvements**” means plants, buildings, structures, fixtures, erections and improvements located on, over, under or upon the Leased Real Property or included in Purchased Assets and mechanical, electrical, plumbing, heating and air-conditioning systems relating to the Leased Real Property, including any of the foregoing under construction;
- (nn) “**Indemnified Party**” has the meaning given in Section 9.3;
- (oo) “**Indemnifying Party**” has the meaning given in Section 9.3;
- (pp) “**Independent Auditor**” has the meaning given in Section 2.6(d);
- (qq) “**Information Technology**” means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), websites for the Business, databases, telecommunications equipment and facilities;
- (rr) “**Intellectual Property**” means patent, trademark and copyright property rights, whether registered or not, owned or exclusively licensed, used or held by the Asset Vendor for use in or relating to the Business, including:
- (i) inventions, pending patent applications (including divisionals, reissues, renewals, re-examinations, continuations, continuations-in-part and extensions) and issued patents, including those inventions, pending patent applications and issued patents listed and described in Section 3.23;
 - (ii) trade-marks, trade dress, trade-names, business names and other indicia of origin, including those listed and described in Section 3.23; and
 - (iii) copyrights, including the copyright registrations and applications listed and described in Section 3.23;

- (ss) “**Laws**” means applicable laws (including common law and civil law), statutes, by-laws, rules, regulations, Orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgements, awards or requirements, in each case of any Governmental Authority;
- (tt) “**Leased Real Property**” means lands and/or premises which are used by the Asset Vendor relating to the Business and which are leased, subleased, licensed to or otherwise occupied by the Asset Vendor and the interest of the Asset Vendor in Improvements and Appurtenances;
- (uu) “**Material Adverse Effect**” means any change, effect or circumstance that, when considered either individually or in the aggregate together with all other adverse changes, effects or circumstances with respect to which such phrase is used in this Agreement, is materially adverse to, or could reasonably be expected to have a material adverse effect on, the financial condition or results of operations or prospects of the Business;
- (vv) “**Material Contracts**” means Contracts (i) involving aggregate payments to or by the Asset Vendor in excess of \$10,000, (ii) involving rights or obligations that may reasonably extend beyond 1 year and which do not terminate or cannot be terminated by the Asset Vendor without penalty on less than 30 days’ notice, (iii) which are outside the ordinary course of the Business, (iv) which restrict in any way the Business or activities of the Asset Vendor relating to the Business, or (v) which, if terminated without the consent of the Asset Vendor, would have a Material Adverse Effect;
- (ww) “**Milestone Achievement Report**” has the meaning given in Section 2.6(b);
- (xx) “**Milestone Date**” means the date that the Business achieved on a cumulative basis (a) billed revenues during fiscal year 2016, and (b) Contracted Revenues during fiscal year 2016 or thereafter in excess of US \$4,000,000 in the aggregate;
- (yy) “**Milestone Payment**” has the meaning given in Section 2.6(a)(ii);
- (zz) “**Net Working Capital**” means the working capital of the Asset Vendor, determined by subtracting the current liabilities from the current assets, in each case on a basis consistent with that used in the Euclides Financial Statements;
- (aaa) “**Notice**” has the meaning given in Section 10.3;
- (bbb) “**Objection Notice**” has the meaning given in Section 2.6(c);
- (ccc) “**Orders**” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or

sanctions issued, filed or imposed by any Governmental Authority or arbitrator;

- (ddd) “**Parties**” means the Asset Vendor, the Shareholders and the Purchaser collectively, and “**Party**” means any one of them;
- (eee) “**Permitted Encumbrances**” means the Encumbrances listed in Schedule 1.1(eee);
- (fff) “**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (ggg) “**Personal Information**” means information in the possession or under control of the Asset Vendor about an identifiable individual;
- (hhh) “**Personal Property**” means machinery, equipment, furniture, furnishings, office equipment, computer hardware, supplies, materials, vehicles, material handling equipment, implements, parts, tools and tangible assets (other than Real Property) owned or leased by the Asset Vendor for use in the Business, including (i) any of the foregoing which are in storage or in transit; (ii) other tangible personal property of the Asset Vendor used in the Business whether located in or on the Real Property or elsewhere; and (iii) any of the foregoing which may be attached to Real Property but are not Improvements;
- (iii) “**Pre-Closing Reorganization**” means the reorganization completed by the Asset Vendor or its Affiliates prior to the Closing in accordance with Schedule 1.1(iii);
- (jjj) “**Prepaid Expenses and Deposits**” means the unused portion of amounts prepaid by or on behalf of the Asset Vendor relating to the Business or the Purchased Assets including Taxes, assessments, rates and charges, utilities, rents, tenant allowances, insurance and deposits with any Person including with any supplier, public utility or any Governmental Authority, but excluding income or other Taxes which are personal to the Asset Vendor;
- (kkk) “**Purchase Price**” has the meaning given in Section 2.5;
- (lll) “**Purchased Assets**” means all of the Asset Vendor’s right, title and interest in, to and under, or relating to, the assets, property and undertaking, owned or leased by Asset Vendor for use in, or relating to the Business following the Pre-Closing Reorganization, other than the Excluded Assets, including the following properties, assets and rights to the extent the following do not constitute Excluded Assets:

- (i) to the extent required in order for the Closing Net Working Capital to be not less than zero, cash, bank balances, moneys in possession of banks and other depositories, term or time deposits and similar cash items of, owned or held by or for the account of the Asset Vendor;
 - (ii) the Accounts Receivable and the benefit of all security (including cash deposits), guarantees and other collateral held by the Asset Vendor relating to the customers of the Business;
 - (iii) the Books and Records of the Asset Vendor, other than, for the avoidance of doubt, the minute books and other corporate records;
 - (iv) the Contracts including:
 - A. the Equipment Contracts; and
 - B. the Real Property Leases;
 - (v) the Goodwill;
 - (vi) the Governmental Authorizations;
 - (vii) the Leased Real Property;
 - (viii) the Prepaid Expenses and Deposits;
 - (ix) the Personal Property;
 - (x) the Technology; and
 - (xi) all other rights, properties and assets of the Asset Vendor used in or held by the Asset Vendor or its Affiliates for use in or relating to the Business, of whatsoever nature or kind and wherever situated;
- (mmm) “**Purchaser Indemnified Parties**” has the meaning given in Section 9.1;
- (nnn) “**Real Property Leases**” means Contracts pursuant to which the Asset Vendor uses or occupies the Leased Real Property, including all rights to related Improvements and Appurtenances;
- (ooo) “**Restricted Right**” means any Contract or Governmental Authorization which by its terms requires consent or approval of the other party or parties thereto or the issuer for completion of the transactions contemplated by this Agreement or in respect of which the completion of the transactions contemplated by this Agreement will increase the obligations or decrease the rights or entitlements of the Asset Vendor or the Purchaser relating to the Business under such Contract or Governmental Authorization;

- (ppp) “**Statutory Plans**” means statutory benefit plans which the Asset Vendor is required to participate in or comply with and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;
- (qqq) “**Tax Returns**” includes returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes;
- (rrr) “**Taxes**” includes taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect of such taxes, taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and other government pension plan premiums or contributions;
- (sss) “**Technical Information**” means know-how and related technical knowledge owned, used or held by the Asset Vendor for use in or relating to the Business, including:
 - (i) trade secrets, confidential information and other proprietary know-how;
 - (ii) uniform resource locators, domain names, telephone, telecopy and internet protocol and email addresses; and
 - (iii) documented research, forecasts, studies, marketing plans, budgets, market data, developmental, demonstration or engineering work, information that can be used to define a design or process or procure, produce, support or operate material and equipment, methods of production and procedures, all formulas and designs and drawings, blueprints, patterns, plans, flow charts, parts lists, manuals and records, specifications, and test data;
- (ttt) “**Technology**” means Intellectual Property, Technical Information and Information Technology;

- (uuu) “**Trading Day**” means a day on which the TSXV (or such other exchange on which the ALY Shares are listed and which forms the primary trading market for such shares) is open for trading, and if the ALY Shares are not listed on a stock exchange, a day on which an over-the-counter market where such shares are traded is open for business;
- (vvv) “**TSXV**” means the TSX Venture Exchange;
- (www) “**Union**” means an organization of employees formed for purposes that include the regulation of relations between employees and employers and includes a provincial, territorial, state, national or international union, a certified council of unions, a designated or certified employee bargaining agency, and any organization which has been declared a union pursuant to applicable labour relations legislation or which may qualify as a Union;
- (xxx) “**Vendor Indemnified Parties**” has the meaning given in Section 9.2;
- (yyy) “**Vendor Parties**” has the meaning given in Section 9.1; and
- (zzz) “**Vendor’s Disclosure Letter**” means the disclosure letter of the Asset Vendor dated as of the date of this Agreement.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** – Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (c) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (d) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (e) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

- (f) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (g) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (h) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (i) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (j) **Time** – Time is of the essence in the performance of the Parties' respective obligations.
- (k) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.3 Knowledge

Any reference to the knowledge of any Party means to the best of the knowledge, information and belief of such Party after reviewing all relevant records of such Party and making due inquiries regarding the relevant matter of all relevant officers, directors and employees of such Party and, in the case of the knowledge of the Asset Vendor, the relevant senior managers of the Business.

1.4 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement

except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.5 Schedules

The schedules to this Agreement are an integral part of this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

Subject to the provisions of this Agreement, at the Closing Time, the Asset Vendor shall sell, transfer, convey and assign to the Purchaser and the Purchaser shall purchase and acquire from the Asset Vendor, free and clear of all Encumbrances other than Permitted Encumbrances, the Purchased Assets.

2.2 Place of Closing

The Closing shall take place at the Closing Time at the offices of Borden Ladner Gervais LLP located at 22 Adelaide Street West, Toronto, ON M5H 4E3, or at such other place as may be agreed upon by the Parties.

2.3 No Assumption of Liabilities

Except for the obligations to be assumed pursuant to Section 8.5 the Purchaser shall not assume and shall not be responsible for any of the liabilities, debts or obligations of the Asset Vendor, whether present or future, absolute or contingent and whether or not relating to the Business.

2.4 Assignment of Restricted Rights

Nothing in this Agreement shall be construed as an assignment of, or an attempt to assign to the Purchaser, any Restricted Right (a) which, as a matter of law, or by its terms, (i) is not assignable, (ii) is not assignable without the approval or consent of the issuer of such Restricted Right or other party or parties thereto, or (b) in respect of which the completion of the transactions contemplated by this Agreement will increase the obligations or decrease the rights or entitlements of the Asset Vendor or the Purchaser relating to the Business, without first obtaining either such approval or consent or a waiver or a modification with respect to such Restricted Right, in each case reasonably acceptable to the Purchaser.

If at Closing there are any Restricted Rights in respect of which necessary consents, approvals, waivers or modifications have not been obtained, then the Purchaser may waive the closing condition under Section 6.5 with respect to such Restricted Rights and instead elect to have the Asset Vendor continue its efforts to obtain any necessary consents, approvals, waivers or modifications with respect to such Restricted Rights.

If the Purchaser waives the condition in Section 6.5, elects to have the Asset Vendor continue its efforts to obtain any necessary consents, approvals, waivers or modifications and the Closing occurs, the Asset Vendor shall:

- (a) apply for and use all reasonable efforts to obtain all consents, approvals, waivers or modifications acceptable to the Purchaser. Nothing in this Section 2.4 shall require the Purchaser to make any payment to any other party in order to obtain such consents, approvals, waivers or modifications, as any such payments shall be for the Asset Vendor's account;
- (b) enforce any rights of the Asset Vendor arising from such Restricted Right against the issuer of the Restricted Right or the other party or parties to the Restricted Right;
- (c) at no time use any such Restricted Right for its own purposes or assign or provide the benefit of such Restricted Right to any other party;
- (d) pay over to the Purchaser, all monies collected by or paid to the Asset Vendor in respect of such Restricted Rights; and
- (e) take all such actions (other than any obligation to pay a third party to agree to assign such agreement to the Purchaser) and do, or cause to be done, all such things at the request of the Purchaser as shall reasonably be necessary in order that the value and benefits of the applicable Restricted Rights shall be preserved and enure to the benefit of the Purchaser.

Once any necessary approvals, consents, waivers or modifications for any Restricted Right referred to in Section 2.4(a) have been obtained on terms reasonably acceptable to the Purchaser, the Asset Vendor shall promptly assign, transfer, convey and deliver such Contract or Governmental Authorization to the Purchaser, and the Purchaser shall assume the obligations under such Contract or Governmental Authorization from and after the date of assignment to the Purchaser pursuant to an assignment and assumption agreement having terms substantially similar to the assignment and assumption agreement for other Contracts and/or Governmental Authorizations, as applicable, delivered pursuant to this Agreement.

2.5 Purchase Price and Purchase Price Allocation

- (a) The amount payable by the Purchaser for the Purchased Assets exclusive of all applicable sales and transfer taxes is an aggregate amount equal to the (i) Closing Time Consideration, plus (ii) Milestone Payment, which is conditional upon the satisfaction of the conditions in Section 2.6(a)(ii) ((i) and (ii) together, the "**Purchase Price**").
- (b) The Purchaser and the Asset Vendor shall allocate the Purchase Price among the Purchased Assets in accordance with Schedule 2.5(b) and shall report the purchase and sale of the Purchased Assets for all Tax purposes in a manner consistent with that allocation. If any Governmental Authority does not agree

with that allocation, the Purchaser and the Asset Vendor shall use their commercially reasonable efforts and good faith (which is not to be construed as requiring the Purchaser or the Asset Vendor to commence or participate in any litigation or administrative process challenging the determination of any Governmental Authority) to agree on a different allocation acceptable to that Governmental Authority and the Purchaser and the Asset Vendor shall amend the original allocation and the relevant Tax Returns accordingly.

2.6 Satisfaction of Purchase Price

- (a) The Purchaser shall satisfy the Purchase Price as follows:
 - (i) at the Closing Time, by payment to the Asset Vendor of (X) US \$200,000 in cash, and (Y) that number of ALY Shares equal to US\$800,000 based on the Current Market Price as of the date of this Agreement ((X) and (Y) together, the “**Closing Time Consideration**”); and
 - (ii) on the Milestone Date, if applicable, by issuance of such number of ALY Warrants equal to US \$500,000 divided by the Current Market Price on the Milestone Date (the “**Milestone Payment**”).
- (b) Within thirty (30) days of receipt by the Asset Vendor of a statement indicating the Asset Vendor’s basis for claiming the Milestone has been achieved, Purchaser shall provide the Asset Vendor with a written statement setting forth in reasonable detail each of the following (such written statement the “**Milestone Achievement Report**”): (i) the computation of Asset Vendor’s revenues for the fiscal year ending December 31, 2016 and the Contracted Revenues, and (ii) a statement of the number of ALY Warrants to be issued to the Asset Vendor on the Milestone Date.
- (c) The Asset Vendor shall have 30 days after the delivery of the Milestone Achievement Report in which to review the Milestone Achievement Report. For the purposes of this review, the Purchaser shall provide such information as Asset Vendor may reasonably request to enable Asset Vendor to review and verify the information set forth in the Milestone Achievement Report, including reasonable access to Purchaser’s accountants, documents and information used in the preparation of, or necessary to prepare, the Milestone Achievement Report. The Asset Vendor may dispute any of the items in the Milestone Achievement Report by written notice (an “**Objection Notice**”) to the Purchaser within the same 30 days (which Objection Notice shall set forth in sufficient detail the items objected to so that Purchaser can determine from the face of such Objection Notice the substance of the objections). If the Asset Vendor has not delivered an Objection Notice to the Purchaser within this 30 day period, the Asset Vendor shall be deemed to have agreed to the Closing Statements. If the Asset Vendor delivers an Objection Notice, the Purchaser and the Asset Vendor shall work expeditiously and in good faith in an attempt to resolve all of the items in dispute within 15 days of receipt of the Objection

Notice. If all items in dispute are not resolved within this 15 day period, the Asset Vendor shall select one of MNP LLP or Collins Barrow LLP to resolve the remaining items in dispute.

- (d) Each of the Purchaser and the Asset Vendor shall furnish to the firm chosen in accordance with Section 2.6(c) (the “**Independent Auditor**”) those working papers, schedules and other documents, accounting books and records and information relating to the items in dispute, that are available to that Party or its accountants (and in the case of the Asset Vendor, its authorized representatives) as the Independent Auditor may require. The Purchaser and the Asset Vendor shall instruct the Independent Auditor that time is of the essence in proceeding with its determination of any dispute, and the decision of the Independent Auditor with respect to any item in dispute is to be in writing and, absent any manifest error, is final and binding on the Purchaser and the Asset Vendor with no rights of challenge, review or appeal to the courts in any manner. The Independent Auditor, in making its determination of any dispute, is deemed to be acting as an expert and not as an arbitrator and is not required to engage in a judicial inquiry worked out in a judicial manner.
- (e) On agreement or decision, as the case may be, with respect to all items in dispute, the Milestone Achievement Report is deemed to be amended as may be necessary to reflect the agreement or the decision, as the case may be. In this event, references in this Agreement to the Milestone Achievement Report will be references to the Milestone Achievement Report, as so amended.
- (f) Each of the Purchaser and the Asset Vendor shall be responsible for one-half of the fees and expenses of the Independent Auditor but each Party shall be responsible for its own costs and expenses.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE ASSET VENDOR AND THE SHAREHOLDERS

Except as set forth in the Vendor’s Disclosure Letter and corresponding with the sections of this Article 3, the Asset Vendor and the Shareholders jointly and severally represent and warrant to the Purchaser the matters set out below and acknowledge that the Purchaser is relying on these representations and warranties in connection with its purchase of the Purchased Assets and that the Purchaser would not purchase the Purchased Assets without these representations and warranties.

3.1 Status of the Asset Vendor

The Asset Vendor is a corporation existing under the laws of the State of Delaware and has all necessary corporate power, authority and capacity to enter into this Agreement, to carry out its obligations under this Agreement, to own or lease or dispose of its undertakings, property and assets and to carry on the Business as presently conducted.

3.2 Registration

Neither the nature of the Business nor the location or character of the assets owned or leased by the Asset Vendor relating to the Business requires it, as of the Closing Time, to be registered, licensed or otherwise qualified in any jurisdiction other than those jurisdictions set forth in Schedule 3.2 of the Vendor's Disclosure Letter where it is duly registered, licensed or otherwise qualified for such purpose and other than jurisdictions where the failure to be so registered licensed or otherwise qualified does not have a Material Adverse Effect.

3.3 No Subsidiaries

The Asset Vendor does not own, or have any interest in, any shares of any Person which carries on, in whole or in part, the Business or any business similar to, competitive with or ancillary to the Business.

3.4 Authorized and Issued Capital of the Asset Vendor

The Shareholders are the registered and beneficial owners of all the issued and outstanding shares of Euclides Technologies Ltd., which is the registered and beneficial owner of all the issued and outstanding shares of the Asset Vendor. There are no shareholders agreements, voting trusts, pooling agreements or other Contracts, arrangements or understandings in respect of the voting of any of the shares of the Asset Vendor.

3.5 Options

No Person has any Contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a Contract, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any issued or un-issued shares or other securities of the Asset Vendor.

3.6 Due Authorization and Enforceability of Obligations

The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Asset Vendor. This Agreement constitutes, and each other agreement to be executed by the Asset Vendor and each of the Shareholders in connection with the Closing will constitute, a valid and binding obligation of the Asset Vendor and each Shareholder enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.7 Absence of Conflicts

Neither the Asset Vendor nor any Shareholder is a party to, bound or affected by or subject to any:

- (a) Contract;

- (b) in the case of the Asset Vendor, its charter or by-law; or
- (c) Laws or Governmental Authorizations;

that would be violated, breached by, or under which default would occur or an Encumbrance would be created, or in respect of which the obligations of the Asset Vendor or the Purchaser relating to the Business will increase or the rights or entitlements of the Asset Vendor or the Purchaser relating to the Business will decrease, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement. There has been no sale, assignment, subletting, licensing or granting of any rights in or other disposition of or in respect of any of the Purchased Assets or any part of the Purchased Assets or any granting of any Contract or right capable of becoming an agreement or option for the purchase, assignment, subletting, licensing or granting of any rights in or other disposition of any of the Purchased Assets or any part of the Purchased Assets other than pursuant to the provisions of, or as disclosed in, this Agreement.

3.8 Regulatory Approvals

No approval, Order, consent of or filing with any Governmental Authority is required on the part of the Asset Vendor in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of the Asset Vendor's obligations under this Agreement or any other documents and agreements to be delivered under this Agreement.

3.9 Bankruptcy

Neither the Asset Vendor nor any of the Shareholders is an insolvent Person and neither the Asset Vendor nor any of the Shareholders has made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class of creditors, and no petition for a receiving order has been presented in respect of it. Neither the Asset Vendor nor any of the Shareholders has initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of it or any of its undertakings, property or assets (including any of the Purchased Assets) and no execution or distress has been levied on any of its undertakings, property or assets (including any of the Purchased Assets), nor have any proceedings been commenced in connection with any of the foregoing.

3.10 Euclides Financial Statements

The Euclides Financial Statements (i) have not been prepared in accordance with generally accepted accounting principles, international financial reporting standards or other regulatory standards and are subject to normal and recurring year-end adjustments and the absence of notes, and (ii) are in all material respects in accordance with the Books and Records. The Euclides Financial Statements are based on the Books and Records and fairly present the revenues of the Business for the periods indicated.

3.11 Absence of Undisclosed Liabilities

The Asset Vendor has not incurred any liabilities or obligations (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except (a) as disclosed in the Euclides Financial Statements, (b) as disclosed in Section 3.11 of the Vendor's Disclosure Letter, or (c) as incurred in the ordinary course of business.

3.12 Absence of Changes and Unusual Transactions

Since the date of the Balance Sheet:

- (a) there has not been any change in the financial condition, operations or prospects of the Business or the Purchased Assets other than changes in the ordinary course of business, none of which has had a Material Adverse Effect;
- (b) there has not been any damage, destruction, loss, virus or denial of service attack, Information Technology failure, labour dispute, organizing drive, application for certification or other event, development or condition of any character (whether or not covered by insurance) relating to the Business or the Purchased Assets which has had a Material Adverse Effect;
- (c) the Asset Vendor has not transferred, assigned, sold or otherwise disposed of any of the assets shown or reflected in the Balance Sheet or cancelled any debts or entitlements except, in each case, in the ordinary course of business;
- (d) the Asset Vendor has not discharged or satisfied any Encumbrance, or paid any obligation or liability (fixed or contingent) relating to the Business, other than liabilities included in the Balance Sheet and liabilities incurred since the date of the Balance Sheet in the ordinary course of business;
- (e) the Asset Vendor has not suffered an operating loss or any unusual or extraordinary loss, waived or omitted to take any action in respect of any rights, or entered into any commitment or transaction not in the ordinary course of business where such loss, rights, commitment or transaction is or would be material in relation to the Purchased Assets or the Business;
- (f) the Asset Vendor has not granted any bonuses, whether monetary or otherwise, or made any general wage or salary increases in respect of Employees or changed the terms of employment for any Employee or entered into a written contract with any Employee;
- (g) the Asset Vendor has not, relating to the Business or the Purchased Assets, directly or indirectly, engaged in any transaction, made any loan or entered into any arrangement with any officer, director, partner, shareholder, Employee (whether current or former or retired), consultant, independent contractor or agent of the Asset Vendor;

- (h) the Asset Vendor has not, except for Permitted Encumbrances, created or permitted to exist any Encumbrance affecting any of the Purchased Assets;
- (i) the Asset Vendor has not declared, set aside or paid any dividend or made any other distribution with respect to any shares in the capital of the Asset Vendor or issued, redeemed, repurchased or otherwise acquired, directly or indirectly, any shares; and
- (j) the Asset Vendor has not authorized, agreed or otherwise become committed to do any of the foregoing.

3.13 Non-Arm's Length Transactions

No director or officer, former director or officer, shareholder or Employee of, or any other Person not dealing at arm's length with the Asset Vendor is currently engaged in any transaction or arrangement with or is a party to a Contract with, or has any indebtedness, liability or obligation to, the Asset Vendor relating to the Business or the Purchased Assets except for employment arrangements with Employees, the terms of which are disclosed in Section 3.26 of the Vendor's Disclosure Letter.

3.14 Absence of Guarantees

The Asset Vendor has not given or agreed to give, nor is the Asset Vendor a party to or bound by, any guarantee, surety or indemnity in respect of indebtedness, or other obligations, of any third Person, or other commitment by which the Asset Vendor is, or is contingently, responsible for such indebtedness or other obligations and pursuant to which any of the assets or property of the Business or any of the Purchased Assets are liable or subject to seizure, sale or other legal process upon the enforcement of such guarantee, surety, indemnity or commitment or in satisfaction of such responsibility.

3.15 Major Suppliers and Customers

Section 3.15 of the Vendor's Disclosure Letter sets forth a comprehensive listing of each supplier of goods and services to, and each customer of, the Business to whom the Asset Vendor paid or billed in excess of \$10,000 in the aggregate during the 12 month period ending September 30, 2016, together with, in each case, the amount so billed or paid. Since January 1, 2016, there has been no termination or modification or change in the business relationship with any of such supplier or customer. To the knowledge of the Asset Vendor, no such supplier or customer has indicated verbally or in writing its intent to terminate its relationship or the terms upon which it conducts business with the Business as a result of the transfer of the Purchased Assets as contemplated in this Agreement

3.16 Inter-Company Services

There are no material inter-company services provided to the Asset Vendor by any Affiliate of the Asset Vendor, other than under employment agreements.

3.17 Sufficiency of Assets

After giving effect to the Reorganization to be completed prior to the Closing Time, the Purchased Assets will constitute all of the assets (other than the Excluded Assets), of any nature whatsoever, necessary to operate the Business in the manner presently operated by the Asset Vendor.

3.18 Title to Certain Assets

The Asset Vendor is the sole legal and beneficial owner and (where its interests are registrable) the sole registered owner of the Purchased Assets with good and valid title, free and clear of all Encumbrances, other than Permitted Encumbrances, and is exclusively entitled to possess and dispose of same (subject only, in the case of Contracts or Governmental Authorizations, to the necessity of obtaining consents to their assignment). Section 3.18 of the Vendor's Disclosure Letter is a true, accurate and complete list of all locations where the Purchased Assets (other than the Leased Real Property) are situated, including a brief description of the Purchased Assets situated at each location.

3.19 Condition of Certain Assets

The Personal Property is in good condition, repair and (where applicable) proper working order, having regard to its use and age and such assets have been properly and regularly maintained, normal wear and tear excepted.

3.20 Collectability of Accounts Receivable

The Accounts Receivable, except any that are Excluded Assets, are good and, to the Asset Vendor's knowledge, collectible at the aggregate recorded amounts in full within 120 days after billing, except to the extent of any reserves and allowances for doubtful accounts provided for such Accounts Receivable in the Balance Sheet as adjusted in the ordinary course of business and are not subject to any defence, counterclaim or set off. Section 3.20 of the Vendor's Disclosure Letter contains a list of the Asset Vendor's aged Accounts Receivable as of September 30, 2016.

3.21 Business in Compliance with Law

The operations of the Business have been and are now conducted in compliance with all Laws of each jurisdiction the Laws of which have been and are now applicable to the Business except for non-compliance which does not have a Material Adverse Effect and the Asset Vendor has not received any notice of any alleged violation of any such Laws. There are no, and there have not during the last five years been any, adverse or negative past performance evaluations or ratings by any Governmental Authority relating to the Business which have been communicated to the Asset Vendor.

3.22 Restrictive Covenants

The Asset Vendor is not a party to any Contract (other than a Contract entered into pursuant to Section 6.8(g) of this Agreement) limiting the freedom of the Asset Vendor to: compete in any

line of business or any geographic area, acquire goods or services from any supplier, establish the prices at which it may sell any goods or services, sell goods or services to any customer or potential customer, or transfer or move any of its assets or operations, or, to Asset Vendor's knowledge, is expected to have a Material Adverse Effect.

3.23 Technology

- (a) Section 3.23 of the Vendor's Disclosure Letter sets forth a complete list and a brief description of all Intellectual Property related to the Business and the Purchased Assets which has been registered, or for which applications for registration have been filed, by or on behalf of the Asset Vendor in any jurisdiction.
- (b) Section 3.23 of the Vendor's Disclosure Letter sets forth a complete list and brief description of all Contracts and Encumbrances relating to any of the Technology related to the Business and the Purchased Assets. Such Contracts are in full force and effect and no default exists on the part of the Asset Vendor or, to the knowledge of the Asset Vendor, on the part of the other parties thereto.
- (c) Section 3.23 of the Vendor's Disclosure Letter sets forth a complete list and brief description of the Technology of which the Asset Vendor is not the sole beneficial and registered owner. The Asset Vendor is using or holding the Technology related to the Business or the Purchased Assets of which it is not the sole beneficial and registered owner with the consent of or a licence from the owner of such Technology, all of which such consents or licences are in full force and effect and no default exists on the part of the Asset Vendor or, to the knowledge of the Asset Vendor, on the part of any of the parties thereto.
- (d)
 - (i) all of the Intellectual Property related to the Business and the Purchased Assets is in full force and effect and has not been used or enforced or failed to be used or enforced in a manner that would result in its abandonment, cancellation or unenforceability; and
 - (ii) all Intellectual Property related to the Business and the Purchased Assets consisting of issued registrations, or in the case of inventions, issued patents, is valid and enforceable.
- (e)
 - (i) there are no Claims by the Asset Vendor relating to breaches, violations, infringements or interferences with any of the Technology related to the Business or the Purchased Assets by any other Person and the Asset Vendor has no knowledge of any facts upon which such a Claim could be based; and

- (ii) to the Asset Vendor's knowledge, no other Person is using any of the Technology related to the Business or the Purchased Assets so as to breach, violate, infringe or interfere with the rights of the Asset Vendor.
- (f)
 - (i) there are no Claims in progress or pending or threatened against the Asset Vendor relating to its Technology and, to Asset Vendor's knowledge, there is no valid basis for any such Claim; and
 - (ii) the carrying on of the Business and the use, possession, reproduction, distribution, sale, licensing, sublicensing or other dealings involving any of its Technology does not, to the knowledge of the Asset Vendor, breach, violate, infringe or interfere with any rights of any other Person.
- (g) The Information Technology related to the Business and the Purchased Assets:
 - (i) is suitable for the purposes for which it is being used and is proposed to be used based on the plans and forecasts of the Asset Vendor including its forecasted growth over the next 12 months;
 - (ii) is complete and no other computer hardware, software, system or other information technology (other than repair or any currently operating Information Technology hardware) is needed in order to carry on the Business at the level currently conducted by the Asset Vendor;
 - (iii) is free from known material defects or deficiencies;
 - (iv) does not contain any disabling mechanisms or protection features which are designed to disrupt or prevent the use of the Information Technology, including computer viruses, time locks or any code, instruction or device that may be used without authority to access, modify, delete or damage any such Information Technology.
- (h) The Technology related to the Business and the Purchased Assets does not include any Technology in respect of which any of the Asset Vendor's officers, employees or consultants have any rights. All current and former officers, employees and consultants have assigned in writing all of their rights in such Technology to the Asset Vendor and have waived in writing any moral rights that they may hold in any Purchased Assets consisting of copyrighted works.

3.24 Equipment Contracts

Section 3.24 of the Vendor's Disclosure Letter sets forth a complete list of all Equipment Contracts related to the Business and the Purchased Assets together with a description of the Personal

Property to which the Equipment Contracts relate and identifies those Equipment Contracts that cannot be terminated by the Asset Vendor without liability at any time on less than 30 days' notice or that involve payment by it in the future of more than \$5,000. All of the Equipment Contracts related to the Business and the Purchased Assets are in full force and effect, unamended, and there are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under such Equipment Contracts on the part of the Asset Vendor or, to the knowledge of the Asset Vendor, on the part of any of the other parties to such Equipment Contracts. The interests of the Asset Vendor under each such Equipment Contract is held by it free and clear of any Encumbrance, other than Permitted Encumbrances, and all payments due under such Equipment Contracts have been duly and punctually paid.

3.25 Owned Real Property and Location of Leased Property

The Asset Vendor has never owned and does not currently own in whole or in part any real property and:

- (a) Section 3.25 of the Vendor's Disclosure Letter sets forth a complete list of the Leased Real Property and details for each Leased Real Property including: (i) municipal address, (ii) legal description, (iii) area of premises, (iv) a description of all relevant documents (including amendments, extension notices, registered notices, non-disturbance agreements) including details of parties thereto and dates of documents, and (v) details of annual rent payable, applicable discounts or premiums associated therewith, current terms, renewal rights and security deposits or prepaid rent; and
- (b) the Real Property Leases have not been altered or amended and are in full force and effect. There are no Contracts between the landlord and tenant, or sublandlord and subtenant, or other relevant parties, relating to the use and occupation of the Leased Real Property, other than as contained in the Real Property Leases.

3.26 Employment Matters

- (a) Section 3.26 of the Vendor's Disclosure Letter sets forth a complete and accurate list of all Employees, together with their titles, service dates and material terms of employment, including current wages, salaries or hourly rate of pay, benefits, vacation entitlement, commissions and bonus (whether monetary or otherwise) or other material compensation paid since the beginning of the most recently completed fiscal year (including the date of payment if paid since September 30, 2016) or payable to each such Employee and the date upon which each such term of employment became effective if it became effective in the 12 month period prior to the date of this Agreement. Section 3.26 of the Vendor's Disclosure Letter also lists Employees on inactive status, including lay-off, short-term disability leave, long-term disability leave, pregnancy and parental leave or other extended absences, or receiving benefits pursuant to workers' compensation legislation, and

specifies the last date of active employment, the reason for the absence and the expected date of return of each such Employee.

- (b) Current and complete copies of all Employment Contracts or, where oral, written summaries of the terms of the Employment Contracts have been delivered or made available to the Purchaser. There are no Employment Contracts which are not terminable on the giving of reasonable notice in accordance with applicable Law, nor are there any Employment Contracts providing for cash, other compensation, benefits or contingent rights on Closing. To the knowledge of the Asset Vendor, no executive employed in the Business has provided any written notice of his intent to terminate his or her employment.
- (c) There are no Claims, pending Claims nor, to the knowledge of the Asset Vendor, threatened Claims pursuant to any Laws relating to the Employees or former employees, including employment standards, human rights, labour relations, occupational health and safety and workers' compensation.
- (d) All current assessments under workers' compensation legislation in relation to the Business and all of the Asset Vendor's contractors and subcontractors have been paid or accrued by the Asset Vendor. The Business has not been and is not subject to any additional or penalty assessment under such legislation which has not been paid and has not been given notice of any current or pending audit.

3.27 Labour Matters

- (a) No Union has bargaining rights in respect of the Business, any Employees or any Persons providing on site services in respect of the Business.
- (b) The Asset Vendor is not a party to or bound by, either directly or indirectly, voluntarily or by operation of law, any collective bargaining agreement.
- (c) There are no outstanding or, to the knowledge of the Asset Vendor, threatened unfair labour practices, complaints or applications relating to any Union, including any proceedings which could result in certification of a Union as bargaining agent for any Employees or any Persons providing on site services in respect of the Business, and there have not been any such proceedings within the last five years.
- (d) There are no threatened or apparent Union organizing activities involving the Business, any Employees or any Persons providing on site services in respect of the Business.
- (e) The Asset Vendor does not have any problems relating to any Employees or any Persons providing on site services in respect of the Business that might materially affect the value of the Business or lead to an interruption of the operations at any location.

3.28 Employee Plans

- (a) The Asset Vendor has never had and does not currently have any deferred compensation, bonus, incentive or other compensation, share option or purchase, severance, termination pay, hospitalization or other medical benefit, life or other insurance, vision, dental, drug, sick leave, disability, salary continuation, vacation, supplemental unemployment benefits, profit sharing, mortgage assistance, pension or supplemental pension, retirement compensation, group registered retirement savings, deferred profit sharing, employee profit sharing, savings, retirement or supplemental retirement, and any other plan, program or arrangement, whether funded or unfunded, formal or informal, written or unwritten, that is maintained, contributed to, or required to be maintained or contributed to, by the Asset Vendor, or to which the Asset Vendor is a party, or bound by, or under which the Asset Vendor has or had any liability or contingent liability, for the benefit of the Asset Vendor's current and former directors, officers, shareholders, consultants, independent contractors or Employees and their respective beneficiaries and dependents, other than Statutory Plans.

3.29 Personal Information

All required consents to the collection, use or disclosure of Personal Information in connection with the conduct of the Business (including disclosure to Affiliates of the Asset Vendor) have been obtained.

3.30 Insurance

Section 3.30 of the Vendor's Disclosure Letter sets forth (i) a complete list of all policies of insurance which the Asset Vendor maintains for the Business and the particulars of such policies, including the name of the insurer, the risk insured against, the amount of coverage, the amount of any deductible and a summary of all claims under each such policy for the past five years; (ii) details of any self-insurance arrangements relating to the Business, including any reserves established thereunder; and (iii) details of any insurance coverage provided to third parties and details of the policies under which such coverage is provided. All such policies of insurance are in full force and effect and the Asset Vendor is not in default, as to the payment of premiums or otherwise, under the terms of any such policy.

3.31 Material Contracts

Section 3.31 of the Vendor's Disclosure Letter sets forth a complete list of the Material Contracts of the Asset Vendor. The Material Contracts listed in Section 3.31 of the Vendor's Disclosure Letter are all in full force and effect, unamended, and there are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under such Material Contracts on the part of the Asset Vendor or to the Asset Vendor's knowledge on the part of any other party to such Material Contracts. Through the Business and the Purchased Assets, the Asset Vendor has the capacity, including the necessary personnel, equipment and supplies, to perform all its obligations under such Material Contracts.

3.32 Copies of Contracts, etc.

Current and complete copies of the Material Contracts of the Asset Vendor and any Restricted Rights have been delivered or made available to the Purchaser and except with respect to the Restricted Rights identified as such in Section 3.7 of the Vendor's Disclosure Letter, and other than as disclosed in Section 3.7 of the Vendor's Disclosure Letter, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any such Material Contracts or Restricted Rights.

3.33 Litigation

Except as disclosed in Section 3.33 of the Vendor's Disclosure Letter or Section 3.23 of the Vendor's Disclosure Letter, there are no Claims, investigations or other proceedings, including appeals and applications for review, in progress, or, to the knowledge of the Asset Vendor or the Shareholders, pending or threatened against or relating to the Asset Vendor before any Governmental Authority which, if determined adversely to the Asset Vendor, would,

- (a) have a Material Adverse Effect,
- (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Assets as contemplated by this Agreement, or
- (c) delay, restrict or prevent the Asset Vendor from fulfilling any of its obligations set out in this Agreement or arising from this Agreement,

and the Asset Vendor and the Shareholders have no knowledge of any existing ground on which any such action, suit, litigation or proceeding might be commenced with any reasonable likelihood of success. There is no judgment, decree, injunction, rule or Order of any Governmental Authority or arbitrator outstanding specifically against the Asset Vendor. The Asset Vendor has not undergone during the last five years, and is not currently undergoing, to its knowledge, any audit, review, inspection, investigation, survey or examination of records by a Governmental Authority relating to the Business.

3.34 Tax Matters

- (a) The Asset Vendor has duly and timely paid all Taxes, including all instalments on account of Taxes for the current year, which are due and payable by it (whether or not shown on any Tax Return).
- (b) The Asset Vendor has timely filed (after giving effect to applicable extensions) with the appropriate Governmental Authority all income Tax Returns and other material Tax Returns required to be filed by or with respect to the Asset Vendor and the Business. All such Tax Returns were true, correct, and complete in all material respects and were prepared in substantial compliance with all applicable laws and regulations.

- (c) There are no proceedings, investigations, audits or Claims now pending or threatened against the Asset Vendor in respect of any Taxes, and there are no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets.
- (d) The Asset Vendor has duly and timely withheld all Taxes and other amounts required by Law to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any Employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by Law to be remitted by it.
- (e) The Asset Vendor has duly and timely collected all amounts on account of any sales or transfer taxes, including goods and services, harmonized sales and provincial, territorial or state sales taxes, state taxes and foreign taxes required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by Law to be remitted by it.
- (f) There are no Encumbrances for Taxes upon any Purchased Assets.
- (g) The Asset Vendor has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which waiver or extension currently is in effect.
- (h) The Asset Vendor has not been a party to or bound by any Tax allocation or sharing agreement (other than standard commercial agreements entered into in the ordinary course of business with vendors, customers, banks, lessors and the like, the principal purpose of which does not relate to Taxes).

3.35 Books and Records

All Books and Records have been delivered or made available to the Purchaser. Such Books and Records fairly and correctly set out and disclose in all material respects the financial position of the Business and all material financial transactions relating to the Business have been accurately recorded in such Books and Records. Books and Records stored on computer-related or other electronic media are appropriately organized and indexed and no data conversions, translations or technology upgrades are required before such data can be accessed, read, searched and used by the Asset Vendor's current Information Technology.

3.36 Trade Allowances

No customers of the Business are entitled to or customarily receive discounts, allowances, rebates, credits, preferential terms or similar reductions in price or other trade terms arising from any

agreements or understandings (whether written or oral) with or concessions granted to any customer except as set forth in writing in any such customer agreement. All such discounts, allowances, rebates, credits, preferential terms or similar reductions in price or other trade terms, including contra transactions, are at the same levels as have been in existence for the three immediately preceding fiscal years and are consistent with industry practice. Section 3.36 of the Vendor's Disclosure Letter also includes a summary of all marketing and pricing policies, including promotions and trade allowances, relating to the Business, which are currently in effect or which have been in effect during any of the last three years.

3.37 Third Party Consents

Section 3.37 of the Vendor's Disclosure Letter sets forth a complete list of all notifications, approvals and consents required to be obtained by the Asset Vendor in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

3.38 No Broker

The Asset Vendor has carried on all negotiations relating to this Agreement and the transactions contemplated in this Agreement directly and without intervention on its behalf of any other party in such manner as to give rise to any valid claim for a brokerage commission, finder's fee or other like payment.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Asset Vendor and the Shareholders the matters set out below and acknowledges that Asset Vendor and Shareholders are relying on these representations and warranties in connection with the sale by the Asset Vendor of the Purchased Assets.

4.1 Status of the Purchaser

The Purchaser is a corporation existing under the laws of Ontario.

4.2 Due Authorization and Enforceability of Obligations

The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action of the Purchaser. This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 Absence of Conflicts

The Purchaser is not a party to, bound or affected by or subject to any:

- (a) indenture, mortgage, lease, agreement, obligation or instrument;
- (b) charter or by-law provision; or
- (c) Laws or Governmental Authorizations;

that would be violated, breached by, or under which any default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

4.4 Purchaser's Common Shares

- (a) The issue of the ALY Shares in accordance with Section 2.6 has been approved by all necessary corporate actions of the Purchaser and will, upon issue, be validly issued as fully paid and non-assessable common shares of the Purchaser; and
- (b) as of the date of execution of this Agreement, the common shares of the Purchaser are listed and posted for trading on the TSXV and, if and when issued, the ALY Shares will be approved for listing by the TSXV.

4.5 Reporting Issuer

- (a) As of the date of execution of this Agreement, the Purchaser is a reporting issuer in British Columbia, Alberta and Manitoba and is not in default in any material respect of any requirement of the securities legislation of the foregoing jurisdictions.
- (b) As of the date of execution of this Agreement, the Purchaser has filed all material documents and information required to be filed by it under applicable securities legislation of Canada and any other provinces, states or localities of any of the foregoing, or any rules, regulations or published policies promulgated thereunder (the "**Securities Laws**") or with applicable exchanges (all such documents filed prior to the date of execution of this Agreement, the "**Public Disclosure Documents**"). As of the effective date of such Public Disclosure Documents, to the knowledge of the Purchaser, none of the Public Disclosure Documents contain any untrue statement of material fact or omit to state a material fact required to be stated in the Public Disclosure Documents or necessary to make the statements in the Public Disclosure Documents, in light of the circumstances under which they were made, not misleading, it being acknowledged that if there is any inconsistency between two or more documents comprising the Public Disclosure Documents regard shall be had to the last filed document.

4.6 No Broker

The Purchaser has carried on all negotiations relating to this Agreement and the transactions contemplated in this Agreement directly and without the intervention on its behalf of any other party in such manner as to give rise to any valid claim for a brokerage commission, finder's fee or other like payment.

4.7 Accountants.

Neither MNP LLP or Collins Barrow LLP has provided or is providing services or advice to the Purchaser or any of its Affiliates.

ARTICLE 5 NON-WAIVER; SURVIVAL

5.1 Non-Waiver

No investigations made by or on behalf of the Purchaser at any time shall have the effect of waiving, diminishing the scope or otherwise affecting any representation or warranty made by the Asset Vendor or the Shareholders in or pursuant to this Agreement. No investigations made by or on behalf of the Asset Vendor or the Shareholders at any time shall have the effect of waiving, diminishing the scope or otherwise affecting any representation or warranty made by the Purchaser in or pursuant to this Agreement. No waiver of any condition or other provisions, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5.2 Nature and Survival

All representations, warranties and covenants contained in this Agreement on the part of each of the Parties shall survive:

- (a) the Closing;
- (b) the execution and delivery under this Agreement of any bills of sale, instruments of conveyance, assignments or other instruments of transfer of title to any of the Purchased Assets; and
- (c) the payment of the consideration for the Purchased Assets,

in each case, for the same period of time during which an obligation to indemnify exists pursuant to Section 9.1(b) or 9.2(b).

ARTICLE 6 PURCHASER'S CONDITIONS PRECEDENT

The obligation of the Purchaser to complete the purchase of the Purchased Assets under this Agreement is subject to the satisfaction of, or compliance with, at or before the Closing Time, each

of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

6.1 Truth and Accuracy of Representations of Asset Vendor and Shareholders at the Closing Time

All of the representations and warranties of the Asset Vendor and each Shareholder made in or pursuant to this Agreement shall be true and correct at the Closing Time and with the same effect as if made at and as of the Closing Time (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement or by force majeure events beyond the control of the Asset Vendor and each Shareholder).

6.2 Performance of Obligations

The Asset Vendor and each Shareholder shall have performed or complied with, in all respects, all of his or its obligations, covenants and agreements under this Agreement.

6.3 No Proceedings

There shall be no Order issued delaying, restricting or preventing, and no pending or threatened Claim or judicial or administrative proceeding, or investigation against any Party by any Person, for the purpose of enjoining, delaying, restricting or preventing, the consummation of the transactions contemplated in this Agreement or otherwise claiming that this Agreement or the consummation of such transactions is improper or would give rise to proceedings under any Laws.

6.4 No Material Adverse Effect

There shall have been no Material Adverse Effect since the date of this Agreement.

6.5 Consents, Authorizations and Registrations

(i) All consents, approvals, Orders and authorizations, in each case, of any Governmental Authority (and registrations, declarations, filings or recordings with any Governmental Authority) that are required in connection with the completion of any of the transactions contemplated by this Agreement, the execution of this Agreement, the Closing or the performance of any of the terms and conditions of this Agreement, (ii) the third party contract consents listed in Schedule 6.5, (iii) consents from at least 80% of the active customers of the Asset Vendor, and (iv) the approval of the TSXV shall have been obtained at or before the Closing Time on terms acceptable to the Purchaser, acting reasonably.

6.6 Pre-Closing Reorganization

The Pre-Closing Reorganization shall have been completed to the satisfaction of the Purchaser.

6.7 Closing Net Working Capital

The Asset Vendor shall have delivered the Closing Date Financial Statements to the Purchaser and the Closing Net Working Capital shall be not less than zero.

6.8 Receipt of Closing Documentation

The Asset Vendor and the Shareholders have caused to be delivered to the Purchaser the following:

- (a) in respect of the Asset Vendor:
 - (i) a certificate of good standing issued by the Secretary of State in the State of Delaware; and
 - (ii) a certificate of a senior officer certifying the constating documents of the Asset Vendor; the existence or non-existence of unanimous shareholders' agreements and voting trust arrangements in respect of the Asset Vendor; the resolutions of the board of directors and shareholders of the Asset Vendor authorizing the execution, delivery and performance of this Agreement and of all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered by the Asset Vendor; and the incumbency and signatures of the officers of the Asset Vendor executing this Agreement and any other document relating to the sale of the Purchased Assets;
- (b) a certificate from the Asset Vendor and each Shareholder certifying the truth and correctness of their respective representations and warranties, the performance and compliance of his or its obligations, covenants and agreements under this Agreement and that there has been no Material Adverse Effect since the date of this Agreement;
- (c) evidence satisfactory to the Purchaser that all Encumbrances other than Permitted Encumbrances have been discharged and that the Purchased Assets are free and clear of all Encumbrances other than Permitted Encumbrances;
- (d) all instruments of conveyance and other documentation relating to the sale and purchase of the Purchased Assets including assignments of Contracts (and consents to such assignments, where required), assignments of Real Property Leases, bills of sale and trade-mark assignments, documentation relating to the due authorization and completion of such sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Asset Vendor of its obligations under this Agreement shall be satisfactory to the Purchaser, acting reasonably, and the Purchaser shall have received copies of all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all corporate proceedings in connection with such transactions in compliance

with these conditions, in form (as to certification and otherwise) and substance satisfactory to the Purchaser;

- (e) a clearance or purchase certificate or other similar documentary evidence in a form acceptable to the Purchaser from the workers' compensation authority in each jurisdiction in which the Business is carried on, certifying that there are no outstanding assessments, penalties fines levies, charges, surcharges or other amounts due or owing to that authority as of the Closing Date and that as of the Closing Date that authority has no claim against the Asset Vendor in respect of any amount payable under the relevant workers' compensation legislation in respect of the Business and the Purchased Assets;
- (f) the Assumption Agreement, duly executed by the Asset Vendor;
- (g) non-competition, non-solicitation and confidentiality agreements, substantially in the form attached as Schedule 6.8(g), executed by the Asset Vendor and each Shareholder;
- (h) the Fixify Agreements, duly executed by Fixify Ltd. and each Shareholder, as applicable;
- (i) the Euclides Work Agreement, duly executed by the Asset Vendor;
- (j) lock-up agreements duly executed by the Asset Vendor and each of the Shareholders in the form attached as Schedule 6.8(j);
- (k) releases by the Asset Vendor in favour of the employees to be employed by the Purchaser listed in Schedule 6.8(l) after the Closing from any confidentiality or non-competition agreements or non-solicitation covenants with the Asset Vendor except to the extent that these have been assigned to the Purchaser;
- (l) employment agreements with the Purchaser or an Affiliate of the Purchaser executed by each of the employees listed in Schedule 6.8(l);
- (m) a copy of the articles of amendment pursuant to Section 8.6; and
- (n) such other documentation as the Purchaser reasonably requests in a timely manner in order to establish the consummation of the transactions contemplated in this Agreement and the taking of all corporate proceedings in connection with the transaction contemplated in this Agreement (as to certification and otherwise), in each case in form and substance satisfactory to the Purchaser, acting reasonably.

If any of the foregoing conditions in this Article has not been fulfilled by Closing, the Purchaser may terminate this Agreement by notice to the Asset Vendor, in which event the Purchaser is released from all obligations under this Agreement, and unless the Purchaser can show that the condition relied upon could reasonably have been performed by the Asset Vendor, the Asset

Vendor is also released from all obligations under this Agreement. However, the Purchaser may waive compliance with any condition in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition, in whole or in part, or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

ARTICLE 7 VENDOR'S CONDITIONS PRECEDENT

The obligations of the Asset Vendor to complete the sale of the Purchased Assets under this Agreement shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Asset Vendor and may be waived by it in whole or in part):

7.1 Truth and Accuracy of Representations of the Purchaser at Closing Time

All of the representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and correct at the Closing Time and with the same effect as if made at and as of the Closing Time.

7.2 Performance of Obligations

The Purchaser shall have performed or complied with, in all respects, all its obligations, covenants and agreements under this Agreement.

7.3 Consents, Authorizations and Registrations

(i) All consents, approvals, Orders and authorizations, in each case, of any Governmental Authority (and registrations, declarations, filings or recordings with any Governmental Authority) that are required in connection with the completion of any of the transactions contemplated by this Agreement, the execution of this Agreement, the Closing or the performance of any of the terms and conditions of this Agreement, (ii) the third party contract consents listed in Schedule 6.5, and (iii) consents from at least 80% of the active customers of the Asset Vendor shall have been obtained at or before the Closing Time on terms acceptable to the Asset Vendor, acting reasonably.

7.4 Receipt of Closing Documentation

The Purchaser has caused to be delivered to the Asset Vendor and the Shareholders the following:

- (a) in respect of the Purchaser:
 - (i) a certificate of status; and
 - (ii) a certificate of a senior officer certifying the constating documents of the Purchaser; the existence or non-existence of unanimous shareholders' agreements and voting trust arrangements in respect of the Purchaser; the

resolutions of the board of directors of the Purchaser authorizing the execution, delivery and performance of this Agreement and of all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered by the Purchaser; and the incumbency and signatures of the officers of the Purchaser executing this Agreement and any other document relating to the purchase of the Purchased Assets;

- (b) a certificate from the Purchaser certifying the truth and correctness of its representations and warranties and the performance and compliance of its obligations, covenants and agreements under this Agreement;
- (c) payment of the cash amounts required to be paid at Closing under Section 2.6 and a share certificate representing the ALY Shares to be issued at Closing under Section 2.6;
- (d) the Assumption Agreement, duly executed by the Purchaser;
- (e) non-competition, non-solicitation and confidentiality agreements, substantially in the form attached as Schedule 6.8(g), executed by the Purchaser;
- (f) the Fixify Agreements, duly executed by the Purchaser;
- (g) the Euclides Work Agreement, duly executed by the Purchaser;
- (h) employment agreements for each of the employees listed in Schedule 6.8(l) executed by the Purchaser or the Purchaser's Affiliate; and
- (i) such other documentation that would be delivered in a transaction of similar nature in the normal course that is to be delivered by and with respect to the Purchaser as may be reasonably requested in a timely manner by the Asset Vendor.

If any of the foregoing conditions in this Article has not been fulfilled by Closing, the Asset Vendor and Shareholders may terminate this Agreement by notice in writing to the Purchaser, in which event the Asset Vendor and Shareholders are released from all obligations under this Agreement, and unless the Asset Vendor and Shareholders can show that the condition relied upon could reasonably have been performed by the Purchaser, the Purchaser is also released from all obligations under this Agreement. However, the Asset Vendor may waive compliance with any condition in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition in whole or in part or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

**ARTICLE 8
OTHER COVENANTS OF THE PARTIES**

8.1 Conduct of Business Prior to Closing

During the period from the date of this Agreement to the Closing Time, the Asset Vendor and the Shareholders shall, as applicable:

- (a) **Conduct Business in the Ordinary Course** – except as otherwise contemplated or permitted by this Agreement, the Asset Vendor shall conduct the Business in the ordinary course, consistent with past practice and regular customer service and business policies and not, without the prior written consent of the Purchaser, enter into any transaction which, if effected before the date of this Agreement, would constitute a breach of the representations, warranties or agreements of the Asset Vendor contained in this Agreement;
- (b) **Maintain Good Relations** – use all reasonable efforts to maintain good relations with the Employees, customers and suppliers;
- (c) **Continue Insurance** – continue in force all policies of insurance maintained by or for the benefit of the Asset Vendor relating to the Business and give all notices and present claims under all insurance policies in a timely fashion;
- (d) **Comply with Laws** – comply with all Laws affecting the operation of the Business;
- (e) **Prevent Certain Changes** – not, without the prior written consent of the Purchaser, take any of the actions, do any of the things or perform any of the acts described in Section 3.12;
- (f) **Approvals** – cooperate with the Purchaser and use all reasonable efforts to obtain and diligently assist the Purchaser in obtaining (i) all necessary consents, approvals and authorizations, under any applicable Law; and (ii) all necessary consents and approvals under the Contracts;
- (g) **Advise of Changes** – promptly advise the Purchaser orally and, if then requested, in writing: (i) of any fact or any change in the business, operations, affairs, assets, liabilities, financial condition or prospects of the Business that could at such time reasonably be expected to have a Material Adverse Effect, and (ii) of any breach by him or it of any covenant or agreement contained in this Agreement; and
- (h) **Investigation** – the Asset Vendor shall, and shall cause its representatives to, permit the Purchaser and its authorized representatives to make such investigations, inspections, surveys or tests of the Business and the Purchased Assets and of their respective financial, legal and physical condition, as the Purchaser deems necessary or desirable to familiarize itself with the Business

and Purchased Assets and other matters, including but not limited to, the audit of the Business by the Purchasers' auditors in order for the Purchaser to value the Business and the Purchased Assets.

8.2 Confidentiality

- (a) Prior to the Closing, the Purchaser shall keep confidential all information disclosed to it by the Asset Vendor the Shareholders or the agents relating to the Asset Vendor or the Business, except information which:
 - (i) is part of the public domain;
 - (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Purchaser;
 - (iii) the Purchaser is required to disclose pursuant to applicable Laws or stock exchange rules or by a Governmental Authority, provided that the Purchaser shall provide the Asset Vendor and the Shareholders reasonable advanced written notice thereof to enable them to seek a protective order or otherwise prevent such disclosure;
 - (iv) can be demonstrated by written documentation to have been known or available to the Purchaser without confidentiality restrictions or independently developed by the Purchaser without use of or reference to the confidential information;
 - (v) was received in good faith from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or
 - (vi) is released from the provisions of this Agreement by the written authorization of the Asset Vendor or the Shareholders.

Such information is confidential and proprietary to the Asset Vendor and the Shareholders and the Purchaser shall only disclose such information to those of its employees and representatives of its advisors who need to know such information for the purposes of evaluating and implementing the transactions contemplated in this Agreement. If this Agreement is terminated without completion of the transactions contemplated in this Agreement, the Purchaser shall promptly return all documents, work papers and other written material (including all copies) obtained from the Asset Vendor and the Shareholders in connection with this Agreement, and not previously made public and shall continue to maintain the confidence of all such information.

- (b) After the Closing, the Asset Vendor and the Shareholders shall keep confidential all Personal Information it disclosed to the Purchaser and all information relating to the Business, except information (other than Personal Information) which:
 - (i) is part of the public domain;

- (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Asset Vendor or the Shareholders;
- (iii) the Asset Vendor or the Shareholders are required to disclose pursuant to applicable Laws or stock exchange rules or by a Governmental Authority;
- (iv) can be demonstrated by written documentation to have been known or available to the Asset Vendor or any Shareholder without confidentiality restrictions or independently developed by the Asset Vendor or any Shareholder without use of or reference to the confidential information;
- (v) was received in good faith after Closing from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or
- (vi) is released from the provisions of this Agreement by the written authorization of Purchaser.

8.3 Pre-Closing Reorganization

As soon as reasonably practicable after the date of this Agreement and prior to the Closing, the Asset Vendor shall, and shall cause its Affiliates to, complete the Pre-Closing Reorganization. The Asset Vendor shall provide the Purchaser with copies of all documentation to effect the Pre-Closing Reorganization and shall provide the Purchaser with a reasonable advance opportunity to review and comment upon all such documentation and consider in good faith any comments received from the Purchaser, provided that the Purchaser shall provide such comments no later than five Business Days following receipt of such documentation from the Asset Vendor. The Purchaser shall co-operate with the Asset Vendor in order to obtain any required approvals or consents from third parties in connection with the Pre-Closing Reorganization.

8.4 Actions to Satisfy Closing Conditions

Each of the Parties shall take all such actions as are within its power to control, and use reasonable commercial efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions and covenants set forth in Article 6, Article 7 and Article 8 which are for the benefit of any other Party, provided that the Purchaser shall not be required to dispose of or make any change to its business, the business of any of its Affiliates or the Business, or expend any material amounts or incur any other obligation in order to comply with this Section.

8.5 Assumption of Obligations

At the Closing Time and conditional upon Closing, the Purchaser agrees to pay and be responsible for the liabilities and obligations of the Asset Vendor relating to the Business under the Contracts, the Governmental Authorizations and the Permitted Encumbrances, to the extent that such liabilities and obligations: (i) do not relate to liabilities or obligations of the Asset Vendor or its Affiliates to any of their respective directors, officers, former directors or officers, shareholders or

employees; and (ii) consist of liabilities or obligations that arise out of events or circumstances that occur after the Closing Time or are to be performed after the Closing Time.

8.6 Change Asset Vendor's Name

Forthwith following the completion of the purchase and sale of the Purchased Assets under this Agreement, the Asset Vendor shall discontinue use of the name "Euclides Technologies, Inc.", shall cause Euclides Technologies Ltd. to discontinue use of the name "Euclides Technologies Ltd." and shall cause Euclides Technologies UK Limited to discontinue use of the name "Euclides Technologies UK Limited", except where legally required to identify the Asset Vendor, Euclides Technologies Ltd. or Euclides Technologies UK Limited, as the case may be, until its name has been changed to another name. The Asset Vendor shall deliver at Closing articles of amendment to change the corporate name of the Asset Vendor, Euclides Technologies Ltd. and Euclides Technologies UK Limited respectively, to another name not including the word "Euclides" and otherwise not confusingly similar to their present names. The Asset Vendor shall file and shall cause each of Euclides Technologies Ltd. and Euclides Technologies UK Limited to file, such articles of amendment with the applicable Governmental Authority immediately following the Closing.

8.7 Board Appointment

Subject to TSXV approval, within six months following the completion of the purchase and sale of the Purchased Assets under this Agreement, the Purchaser shall appoint Adi Hod as a member of the Purchaser's board of directors who shall serve for a term expiring not earlier than the Purchaser's next annual meeting of its shareholders at which directors of the Purchaser are to be elected, provided that Adi Hod consents in writing to serve as a director.

8.8 Employees

- (a) Commencing on the Closing Date, Asset Vendor shall terminate all employees of Asset Vendor listed in Schedule 6.8(1) who will be employed by the Purchaser or an Affiliate of the Purchaser on the Closing Date, and, subject to such employees satisfying Purchaser's customary on-boarding process (including, without limitation, completion of applicable background checks and delivery of Buyer's customary restrictive covenant agreements for employees), the Purchaser or an Affiliate of the Purchaser shall offer employment, effective from the Closing Date, to the Employees listed in Schedule 6.8(1) on terms and conditions of employment including salary, incentive compensation and benefits which are at least equal in the aggregate to those currently available to such Employees as disclosed pursuant to this Agreement. The Asset Vendor and the Purchaser shall exercise reasonable efforts to persuade such Employees to accept such offers of employment.
- (b) The Asset Vendor shall be solely responsible for all amounts accrued or owing to the Employees and all other liabilities relating to the Employees in respect of all periods prior to the Closing Date, regardless of whether such amounts would otherwise be payable as of the Closing Date. This includes,

without limitation, amounts for vacation, bonus, incentive commission or pay in lieu of overtime.

- (c) The Asset Vendor shall be responsible for all Employee Costs.

8.9 GST, HST, Sales Taxes and Transfer Taxes

In respect of the purchase and sale of the Purchased Assets under this Agreement, each Party shall pay direct to the appropriate Governmental Authority all sales and transfer taxes, registration charges and transfer fees payable by it and, upon the reasonable request of a Party, the requested Party shall furnish proof of such payment except that the Purchaser shall be liable for and shall pay to the Asset Vendor an amount equal to any tax payable by the Purchaser and collectible by the Asset Vendor under any foreign, state, provincial or territorial legislation imposing a value-added, multi-staged tax or similar transfer tax.

8.10 Asset Vendor's Future Actions

After the Closing, the Asset Vendor shall not, directly or indirectly, take any action which may adversely affect the Purchaser's ownership of or the validity or enforceability of any of the Purchased Assets and the Asset Vendor shall not, directly or indirectly, apply to register any of or any intellectual property right in any of the Technology related to the Business or the Purchased Assets, is the same as, relates to or is derived from any of the Technology related to the Business or the Purchased Assets. If any such application is or has been filed or registered, the Asset Vendor shall, within a reasonable time, but in any event within 30 days of a notice from the Purchaser, immediately assign such application or registration in writing to the Purchaser or any other Person designated by the Purchaser. The Asset Vendor shall reimburse the Purchaser for all costs and expenses of any legal proceedings including legal fees incurred by the Purchaser in enforcing any breach of this provision by the Asset Vendor.

8.11 Operation of the Business During 2016

During calendar year 2016:

- (a) The Purchaser and its Affiliates shall not sell, transfer, assign, encumber or otherwise convey, or abandon, any line of business of the Asset Vendor that is a current or currently contemplated line of business of the Asset Vendor.
- (b) The Purchaser and its Affiliates shall not, either directly or indirectly, engage in any business anywhere in the world that competes with the Business.
- (c) The Asset Vendor shall provide the Business with financial, operational, administrative, marketing, advertising and other business support reasonably required to provide the Business with the ability to attain the maximum amount of the Milestone Payment contemplated by this Agreement.
- (d) Adi Hod shall manage the Business on behalf of the Purchaser in accordance with the terms of the employment agreement to be entered into between the

Purchaser or an Affiliate of the Purchaser and Adi Hod as of the Closing Time.

- (e) The Purchaser and its Affiliates shall act in good faith and the spirit of fair dealing, and use their respective commercially reasonable best efforts to (i) support the growth of the Business worldwide, (ii) seek to preserve the image and reputation of the Business and its products and services in the marketplace, and (iii) maximize the revenues and net income of the Business.
- (f) Purchaser shall maintain financial records for the Business necessary to calculate the Milestone Payment pursuant to this Agreement.

8.12 Submission to Jurisdiction

- (a) Each Party submits to the exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or relating to this Agreement and consents to all claims in respect of any such action, application, reference or other proceeding being heard and determined in such Ontario courts. The Parties shall not raise any objection to the venue of any action, application, reference or other proceeding arising out of or relating to this Agreement in the Ontario courts sitting in Toronto, including the objection that the proceedings have been brought in an inconvenient forum.
- (b) A final judgment in any such action, application or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

8.13 Notice of Untrue Representation or Warranty

The Asset Vendor shall notify the Purchaser, and the Purchaser shall notify the Asset Vendor, promptly upon it becoming aware that any representation or warranty made by it contained in this Agreement becomes incorrect prior to Closing, and, for the purposes of this Section 8.13, unless otherwise specified, each representation and warranty shall be deemed to be given at and as of all times from the date of this Agreement to the Closing Date. Any such notice shall set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Asset Vendor or the Purchaser, as the case may be, to rectify the incorrectness. No such notice will relieve either Party of any right or remedy provided for in this Agreement.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification by the Asset Vendor and the Shareholders

- (a) The Asset Vendor and the Shareholders (collectively referred to as the “**Vendor Parties**”) shall jointly and severally indemnify and save harmless the Purchaser, its directors, officers, agents, consultants, employees and

shareholders (collectively referred to as the “**Purchaser Indemnified Parties**”) from and against all Claims, whether or not arising due to third party Claims, which may be made or brought against the Purchaser Indemnified Parties, or which they may suffer or incur, directly or indirectly, as a result of or in connection with or relating to:

- (i) any non-fulfilment or breach of any covenant or agreement on the part of the Asset Vendor or the Shareholders contained in this Agreement or in any certificate or other document furnished by or on behalf of the Asset Vendor or the Shareholders, as applicable, pursuant to this Agreement;
 - (ii) any misrepresentation or any incorrectness in or breach of any representation or warranty of the Asset Vendor or the Shareholders contained in this Agreement or in any certificate or other document furnished by or on behalf of the Asset Vendor or the Shareholders pursuant to this Agreement;
 - (iii) as to the Asset Vendor, liability to third Persons and warranty obligations respecting services provided by the Asset Vendor prior to the Closing Date; and
 - (iv) as to the Asset Vendor, any liabilities, debts and obligations of the Asset Vendor which are not explicitly assumed by the Purchaser in accordance with the provisions of this Agreement.
- (b) The Vendor Parties’ obligations under Section 9.1(a) shall be subject to the following limitations:
- (i) subject to Sections 9.1(b)(ii) and 9.1(b)(iii), the obligations of the Vendor Parties under Section 9.1(a)(ii) shall terminate on the date that is two years from the Closing Date except with respect to *bona fide* Claims by Purchaser Indemnified Parties set forth in written notices given by a Purchaser Indemnified Party to the Vendor Parties prior to such date;
 - (ii) except with respect to *bona fide* Claims by Purchaser Indemnified Parties set forth in written notices given by a Purchaser Indemnified Party to the Vendor Parties prior to the date described below, the obligations of the Vendor Parties under Section 9.1(a)(ii) in respect of any Claim relating to Tax matters, including any Claim arising out of Section 3.34 arising in or in respect of a particular period ending on, or before or including the Closing Date, shall terminate on the date which is the earlier of:
 - (A) 90 days after the relevant Governmental Authorities shall no longer be entitled to assess or reassess liability for Taxes against the Vendor Parties or the Purchaser for that particular period, having regard, without limitation, to any waivers given by the Vendor Parties in respect of any taxation year; and

- (B) the last day of the ultimate limitation period;
- (iii) the obligations of the Vendor Parties under Section 9.1(a) with respect to:
 - (A) any Claims under Section 9.1(a)(i);
 - (B) any Claims based any incorrectness in or breach of the representations and warranties set out in Sections 3.1, 3.3, 3.4, and 3.18; and
 - (C) any Claims based on intentional misrepresentation or fraud by the Vendor Parties or any Person acting for or on behalf of any Vendor Party;

shall terminate on the date which is the last day of the ultimate limitation period; and

- (iv) for Claims made under Section 9.1(a)(i), the Asset Vendor shall not be required to pay any amount until the aggregate of all Claims exceeds \$50,000 and upon the aggregate of all Claims exceeding \$50,000, the Asset Vendor shall be required to pay the amount owing in respect of all of such Claims including the \$50,000; except that the foregoing limitation shall not apply to wilful breaches of this Agreement or fraud; and
- (v) In no event shall the Asset Vendor or the Shareholders be liable for any breach of the representations and warranties set forth in Article 3 (other than breaches of Section 3.34) for an amount in excess of 100% of the Purchase Price actually paid to Asset Vendor by Purchaser.

9.2 Indemnification by the Purchaser

- (a) The Purchaser shall indemnify and save harmless the Asset Vendor, their directors, officers, employees, agents and the Shareholders (collectively referred to as the “**Vendor Indemnified Parties**”) from and against all Claims, whether or not arising due to third party Claims, which may be made or brought against the Vendor Indemnified Parties, or which they may suffer or incur, directly or indirectly as a result of or in connection with or relating to:
 - (i) any non-fulfilment or breach of any covenant or agreement on the part of the Purchaser contained in this Agreement or in any certificate or other document furnished by or on behalf of the Purchaser pursuant to this Agreement;
 - (ii) any misrepresentation or any incorrectness in or breach of any representation or warranty of the Purchaser contained in this Agreement or

in any certificate or other document furnished by or on behalf of the Purchaser pursuant to this Agreement; and

- (iii) liability under warranty obligations respecting services provided by the Purchaser after the Closing Date;
- (b) The Purchaser's obligations under Section 9.2(a) shall be subject to the following limitations:
 - (i) the obligations of the Purchaser under Section 9.2(a)(ii) shall terminate on the date that is three years after the Closing Date except with respect to *bona fide* Claims by Vendor Indemnified Parties set forth in written notices given by a Vendor Indemnified Party to the Purchaser prior to such date; and
 - (ii) for Claims made under Section 9.2(a)(ii), the Purchaser shall not be required to pay any amount until the aggregate of all Claims exceeds \$50,000 and upon the aggregate of all Claims exceeding \$50,000, the Purchaser shall be required to pay the amount owing in respect of all of such Claims including the \$50,000; except that the foregoing limitation shall not apply to wilful breaches of this Agreement or fraud.

9.3 Indemnification Procedures for Third Party Claims

- (a) In the case of Claims made by a third party with respect to which indemnification is sought, the Party seeking indemnification (the "**Indemnified Party**") shall give prompt notice, and in any event within 20 days, to the other Party (the "**Indemnifying Party**") of any such Claims made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent that such delay prejudiced the defence of the Claim or increased the amount of liability or cost of defence.
- (b) The Indemnifying Party shall have the right, by notice to the Indemnified Party given not later than 30 days after receipt of the notice described in Section 9.3(a), to assume the control of the defence, compromise or settlement of the Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Section in respect of that Claim.
- (c) Upon the assumption of control of any Claim by the Indemnifying Party as set out in Section 9.3(b), the Indemnifying Party shall diligently proceed with the defence, compromise or settlement of the Claim at its sole expense, including, if necessary, employment of counsel and experts reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the

Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defence of any Claim at its own expense. The Indemnifying Party shall not settle any Claim without the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld.

- (d) The final determination of any Claim pursuant to this Section, including all related costs and expenses, shall be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claim against the Indemnifying Party.
- (e) If the Indemnifying Party does not assume control of a Claim as permitted in Section 9.3(b), the obligation of the Indemnifying Party to indemnify the Indemnified Party in respect of such Claim shall terminate if the Indemnified Party settles such Claim without the consent of the Indemnifying Party.

9.4 Obligation to Reimburse

If the Purchaser Indemnified Parties or the Vendor Indemnified Parties is subject to Tax in respect of the receipt of an amount pursuant to this Article 9, after taking into account any offsetting deduction or tax credit available in respect of the applicable Losses, then the amount payable by the Vendor Parties or the Purchaser, as the case may be, will be increased by an amount such that the Party being indemnified will be in the same position after paying Tax on the amount received hereunder, including any Taxes payable on the such amount, as the Party would have been in had the Claims giving rise to that payment not arisen and had that amount not been payable.

9.5 Exclusive Remedy

The rights of indemnity set forth in this Article 9 are the sole and exclusive remedy of each Party in respect of any misrepresentation, incorrectness in or breach of any representation or warranty, or breach of covenant, by the other Party under this Agreement but are not, for clarity, the sole and exclusive remedy under any instruments or documents delivered pursuant to this Agreement. Accordingly, the Parties waive, from and after the Closing, any and all rights, remedies and claims that one Party may have against the other, whether at law, under any statute or in equity (including but not limited to claims for contribution or other rights of recovery arising under any claims for breach of contract, breach of representation and warranty, negligent misrepresentation and all claims for breach of duty), or otherwise, directly or indirectly, relating to the provisions of this Agreement or the transactions contemplated by this Agreement other than as expressly provided for in this Article 9, other than those arising with respect to any fraud or wilful misconduct and other than those provided for in other documents or instruments delivered pursuant to this Agreement. The Parties agree that if a Claim for indemnification is made by one Party in accordance with Section 9.1(a) or Section 9.2(a) as the case may be, and there has been a refusal

by the other Party to make payment or otherwise provide satisfaction in respect of such Claim, then a legal proceeding is the appropriate means to seek a remedy for such refusal. This Article 9 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 representations, warranties or covenants under this Agreement or under any Closing document or by any termination or rescission of this Agreement by any Party.

9.6 Trustee and Agent

Each Party acknowledges that the other Party is acting as trustee and agent for the remaining Purchaser Indemnified Parties or Vendor Indemnified Parties, as the case may be, on whose behalf and for whose benefit the indemnity in Section 9.1 or Section 9.2, as the case may be, is provided and that such remaining Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnity notwithstanding that they may not individually be parties to this Agreement. Each Party agrees that the other Party may enforce the indemnity for and on behalf of such remaining Indemnified Parties and, in such event, the Party from whom indemnification is sought will not in any proceeding to enforce the indemnity by or on behalf of such remaining Indemnified Parties assert any defence thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence.

ARTICLE 10 GENERAL

10.1 Public Notices

The Parties shall jointly plan and co-ordinate any public notices, press releases, and any other publicity concerning the transactions contemplated by this Agreement and no Party shall act in this regard without the prior approval of the other, such approval not to be unreasonably withheld, unless such disclosure is required to meet timely disclosure obligations of any Party under Laws or stock exchange rules in circumstances where prior consultation with the other Party is not practicable and a copy of such disclosure is provided to the other Party at such time as it is made to the regulatory authority.

10.2 Expenses

Except as otherwise provided in this Agreement each Party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

10.3 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

- (a) in the case of a Notice to the Asset Vendor or the Shareholders, addressed to such Party at the address specified below such Party's signature on the signature page hereto,

with, in each case, a copy (not constituting notice) to:

Gennari Aronson, LLP
300 1st Avenue, Suite 102
Needham, MA USA 02494

Attention: **[NAME REDACTED]**
E-mail: **[EMAIL REDACTED]**

- (b) in the case of a Notice to the Purchaser at:

AnalytixInsight Inc.
65 Queen Street East, 8th floor
Toronto, ON M5H 2M5

Attention: **[NAME REDACTED]**
E-mail: **[EMAIL REDACTED]**

with a copy (not constituting notice) to:

Borden Ladner Gervais LLP
Bay Adelaide Centre – East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3

Attention: **[NAME REDACTED]**
Fax: **[FAX REDACTED]**
E-mail: **[EMAIL REDACTED]**

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

10.4 Assignment

The Purchaser shall be entitled, upon giving notice to the Asset Vendor and the Shareholders at any time not less than 10 days prior to the Closing Date, to assign all of its rights and obligations under this Agreement to any Affiliate of the Purchaser. In such case, such assignee shall have and may exercise all the rights, and shall assume all of the obligations, of the Purchaser under this Agreement, except that such assignment shall not release the Purchaser from liability for its obligations under this Agreement. Except for such permitted assignment, no party may assign this Agreement or any of the benefits, rights or obligations under this Agreement without the prior written consent of each of the other Parties.

10.5 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

10.6 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby.

10.7 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing.

10.8 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles together constitute one and the same agreement.

IN WITNESS OF WHICH the Parties have executed this Agreement.

EUCLIDES TECHNOLOGIES, INC.

By:

(signed) Adi Hod

Adi Hod
Chief Executive Officer

(signed) Adi Hod

Adi Hod

Notice Address:

Adi Hod
**(NOTICE INFORMATION
REDACTED)**

Email: _____

(signed) Liron Prestelnic

Liron Prestelnic

Notice Address:

Liron Prestelnic
**(NOTICE INFORMATION
REDACTED)**

Email: _____

(signed) Erez Glinansky

Erez Glinansky

Erez Glinansky
**(NOTICE INFORMATION
REDACTED)**

Email: _____

ANALYTIXINSIGHT INC.

By: (signed) Prakash Hariharan

Prakash Hariharan

Chief Executive Officer

TOR01: 6450599: v7

Schedule 1.1(gg)
Excluded Assets

- (1) All rights under insurance policies, including prepaid insurance premiums.
- (2) All advances or loans to Employees, officers, and directors.
- (3) All notes receivable from Employees, officers and directors.
- (4) Accounts Receivable from Euclides Technologies UK, Ltd. or Euclides Technologies Ltd.
- (5) All notes receivable from Euclides Technologies UK, Ltd. or Euclides Technologies Ltd., including, but not limited to, the Intercompany Loan Agreement between the Asset Vendor and Euclides Technologies Ltd ., dated as of January 1, 2015
- (6) Employment Contracts with Employees
- (7) Contracts with independent contractors:
 - a. Subcontract Agreement between the Asset Vendor and **[NAME REDACTED]** as trustee for the **[NAME REDACTED]**, dated as of September 21, 2016
 - b. Subcontract Agreement between the Asset Vendor and **[NAME REDACTED]**, dated as of August 15, 2016
 - c. Business Consultant Agreement between the Asset Vendor and **[NAME REDACTED]**, dated as of April 1, 2016
 - d. Business Consultant Agreement between the Asset Vendor and **[NAME REDACTED]**, dated as of April 1, 2016
- (8) Employee Benefit Plans.
- (9) The art work shown on Exhibit I.
- (10) 2015 Mercedes Benz E550A, **[VIN NUMBER REDACTED]** and all rights and obligations pursuant to the Motor Vehicle Lease Agreement between the Asset Vendor and **[NAME REDACTED]**dated as of March 21, 2015.

Exhibit I

Artwork

[IMAGES OF ARTWORK REDACTED]

Schedule 1.1(eee)
Permitted Encumbrances

[NAME REDACTED] Lease Agreement between the Asset Vendor and [NAME REDACTED]
dated as of August 26, 2015.

Schedule 1.1(iii)
Pre-Closing Reorganization

Customer contracts with Euclides Technologies UK, Ltd. or Euclides Technologies, Ltd. will be transferred to the Asset Vendor prior to Closing, subject to obtaining the required customer consents. This will include additional customer Contracts entered into by Euclides Technologies UK, Ltd. or Euclides Technologies, Ltd. between signing of this Agreement and the Closing.

Schedule 2.5(b)
Purchase Price Allocation

This Schedule will be provided by the Asset Vendor, within five (5) business days prior to Closing, in a form reasonably acceptable to the Purchaser.

Schedule 6.5
Approvals

- (1) Consent **[NAME REDACTED]**for the assignment of:
 - a. Lease Agreement between the Asset Vendor and **[NAME REDACTED]**, dated as of June 7, 2012
 - b. First Amendment to Lease between the Asset Vendor and **[NAME REDACTED]**, dated as of September 9, 2014
- (2) Consent of **[NAME REDACTED]** for the assignment of the Apartment Lease Contract between the Asset Vendor and **[NAME REDACTED]**, dated as of September 3, 2016
- (3) Consent of **[NAME REDACTED]** for the assignment of:
- (4) Lease Agreement between the Asset Vendor and **[NAME REDACTED]**, dated as of September 1, 2016
- (5) **[NAME REDACTED]**Lease Agreement between the Asset Vendor and **[NAME REDACTED]** dated as of August 26, 2015.

Schedule 6.8(g)

Form of Non-Competition, Non-Solicitation and Confidentiality Agreements

See attached.

EUCLIDES TECHNOLOGIES INC.

and

ANALYTIXINSIGHT INC.

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

●, 2016

NON-COMPETITION AND NON-SOLICIATION AGREEMENT

This Non-Competition Agreement is made on ●, 2016, among Euclides Technologies Inc. (“**Euclides**”) and AnalytixInsight Inc. (the “**Purchaser**”).

RECITALS:

- A. Pursuant to the purchase agreement dated November ●, 2016, among Euclides, Adi Hod, Liron Prestelnic, Erez Glinansky and the Purchaser (the “**Purchase Agreement**”), Euclides agreed to sell to the Purchaser, and the Purchaser agreed to purchase from Euclides, the Purchased Assets (as defined in the Purchase Agreement) (the “**Sale Transaction**”).
- B. It is a condition of the closing of the Sale Transaction contemplated by the Purchase Agreement that Euclides execute and deliver this Agreement.
- C. It is acknowledged by Euclides that Euclides benefitted directly from the Sale Transaction.

In consideration of the mutual covenants and agreements contained in this Agreement, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

1.1 Defined Terms. Unless otherwise defined in this Agreement or the context clearly requires otherwise, all capitalized terms in this Agreement have the meaning ascribed to them in the Purchase Agreement.

1.2 The following terms have the following meanings in this Agreement:

- (a) “**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and “control” and any derivation of the above means the possession, directly or indirectly, of the power to direct or significantly influence the management and policies/business or affairs of a Person whether through the ownership of voting securities or otherwise;
- (b) “**Agreement**” means this Non-Competition and Non-Solicitation Agreement and all amendments of it;
- (c) “**Business**” means the business of the Purchaser consisting of field service management integration and implementation that was acquired from Euclides pursuant to the Sale Transaction, provided that for the avoidance of doubt the term “Business” shall not include the business of Fixify, Ltd. and the Parties agree that the business of Fixify, Ltd. is not competitive with the Business;
- (d) “**Customers**” means all Persons who purchased any products or services from Euclides or the Euclides Affiliates at any time during the two years immediately preceding the Closing Date;
- (e) “**Euclides Affiliates**” means Euclides Technologies, Ltd. and Euclides Technologies UK, Ltd.;

- (f) “**Parties**” means Euclides and the Purchaser;
- (g) “**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, governmental authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (h) “**Prospective Customers**” means all Persons solicited by Euclides directly or through targeted mailings for the purpose of becoming customers of Euclides or the Euclides Affiliates at any time during the two years immediately preceding the Closing Date;
- (i) “**Term**” has the meaning set out in Section 2.1 of this Agreement;
- (j) “**Territory**” means North America; and
- (k) “**Work Agreement**” means the work contract between Euclides and the Purchaser pursuant to which Euclides provides services to the Purchaser in respect of certain employees employed by Euclides.

1.3 **Gender and Number.** All references in this Agreement to gender include all genders. All words importing the singular number include the plural, and vice versa.

1.4 **Headings.** The use of headings in this Agreement is for convenience of reference only. The headings will not affect the interpretation of this Agreement.

1.5 **Internal References.** The division of this Agreement into Articles and Sections is for convenience of reference only, and shall not affect the interpretation of this Agreement. “Article” and “Section” followed by a number refer to the specified Article or Section of this Agreement.

1.6 **Including.** In this Agreement “including” means “including without limitation” and “includes” means “includes without limitation”.

1.7 **Computation of Time.** In this Agreement, in the computation of periods of time from one specified date to another, unless otherwise expressly stated, “from” means “from and including” and “to” and “until” mean “to but excluding”.

2. NON-COMPETITION AND CONFIDENTIALITY

2.1 **Term of Agreement.** This Agreement shall commence on the Closing Date and shall expire on its second anniversary (the “**Term**”).

2.2 **Non-Competition.** Other than in connection with performing its obligations under the Work Agreement, during the Term, Euclides and the Euclides Affiliates shall not, on their own behalf or on behalf of any other Person, directly or indirectly, in any capacity whatsoever, including as an employer, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee, or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise, carry on, be engaged in, have any financial or other interest in or be otherwise commercially involved in, any endeavour, activity or business in any part of the Territory that is competitive with the Business or any part thereof.

2.3 Non-Solicitation of Customers. Other than in connection with performing its obligations under the Work Agreement, during the Term, Euclides and the Euclides Affiliates shall not, on their own behalf or on behalf of any other Person, directly or indirectly, in any capacity whatsoever, including as an employer, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee, or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise:

- (a) canvass or solicit the business, or procure or assist the canvassing or soliciting of the business, of any Customer or Prospective Customer for any business that is competitive with the Business within any part of the Territory;
- (b) procure, attempt to procure, accept or assist the acceptance of any business from any Customer or Prospective Customer for any business that is competitive with the Business within any part of the Territory; or
- (c) supply, or procure or assist the supply of, any goods or services to any Customer or Prospective Customer for any business that is competitive with the Business within any part of the Territory.

2.4 Non-Solicitation of Employees. Other than in connection with performing its obligations under the Work Agreement, during the Term, Euclides and the Euclides Affiliates shall not, on their own behalf or on behalf of any other Person, directly or indirectly, in any capacity whatsoever, including as an employer, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee, or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise:

- (a) employ, offer employment to, solicit the employment or engagement of or otherwise entice away from the employment of the Purchaser, any Person who is employed by the Purchaser, whether or not that Person would commit any breach of his or her contract or terms of employment by leaving the employment of the Purchaser; or
- (b) procure or assist any Person to employ, offer employment to, or solicit the employment or engagement of or otherwise entice away from the employment of the Purchaser, any Person who is employed by the Purchaser.

2.5 Non-Interference. Euclides and the Euclides Affiliates shall not, on their own behalf or on behalf of any other Person, directly or indirectly, in any capacity whatsoever, including as an employer, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee, or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise, persuade or attempt to persuade any Customer, Prospective Customer, employee or supplier of the Business to discontinue or alter their relationship with the Business in a way that the Purchaser, acting reasonably, considers to be materially adverse to the Business.

2.6 Confidential Information. Euclides and the Euclides Affiliates shall keep confidential all information relating to the Business, except information which:

- (a) is part of the public domain;

- (b) becomes part of the public domain other than as a result of a breach of these provisions by Euclides or the Euclides Affiliates;
- (c) Euclides or the Euclides Affiliates are required to disclose pursuant to applicable Laws or stock exchange rules or by a Governmental Authority;
- (d) can be demonstrated by written documentation to have been known or available to Euclides or any Euclides Affiliate without confidentiality restrictions or independently developed by the Euclides or any Euclides Affiliate without use of or reference to the confidential information;
- (e) was received in good faith from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or
- (f) is released from the provisions of this Agreement by the written authorization of the Purchaser.

3. REMEDIES

3.1 Indemnification. Euclides shall protect, indemnify and save harmless the Purchaser and its respective shareholders, directors, officers, employees, agents and representatives (each individually an “**Indemnified Party**”) from and against all claims, demands, actions, causes of action, judgments, losses, liabilities, damages, including incidental and consequential damages, and expenses suffered by, imposed on or asserted against any Indemnified Party as a result of, in connection with or arising out of any violation, contravention or breach of this Agreement by Euclides or the Euclides Affiliates.

3.2 Reasonableness. Euclides expressly acknowledges that its obligations under Sections 2.2, 2.3, 2.4, 2.5 and 3.1 of this Agreement are reasonable and valid in all respects, and irrevocably waives and agrees not to raise as a defence in any proceeding to enforce any provision of this Agreement any issue as to the reasonableness of those obligations, including the reasonableness of the length of the Term, the extent of the Territory or the scope of this Agreement, the intention of the Parties being to protect, to the greatest extent allowable by law, the legitimate and reasonable interests of the Purchaser, including the protection of the value of the Business.

3.3 Notification. Each Party shall notify the other of all violations, contraventions, breaches and threatened breaches of this Agreement as soon as such first mentioned Party becomes aware of them.

3.4 Equitable Remedies. In the event of any violation, contravention, breach or threatened breach of this Agreement by any Party, the other Party shall be entitled to seek and obtain both interim measures of protection, including temporary injunctive relief, and permanent injunctive relief, and the first mentioned Party shall not so object. That entitlement shall be in addition to all other legal or equitable remedies available to each of the Parties, and shall not prevent it from pursuing, consecutively or concurrently, any other remedy, including damages.

4. MISCELLANEOUS

4.1 Notices. Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing and shall be given by delivering it or sending it by facsimile, email or other similarly instantaneous form of communication addressed:

to the Purchaser at:

AnalytixInsight Inc.
65 Queen Street East, 8th Floor
Toronto, ON M5H 2M5
Attention: [NAME REDACTED]
Facsimile: ●
Email: [EMAIL REDACTED]

to Euclides at:

●
Attention: [NAME REDACTED]
Facsimile: ●
Email: ●

Any such communication shall be validly and effectively given:

- (a) if personally delivered, on the date of delivery, if that date is a Business Day and that delivery was made prior to 3:00 p.m. (Toronto time), and otherwise on the next Business Day; and
- (b) if sent by facsimile, email or similarly instantaneous means of recorded communication, on the Business Day following the date of sending.

Any Party may change its address for service by notice to the other Parties in accordance with this Section. Any subsequent notice shall be sent to that Party at its changed address.

4.2 **Time of the Essence.** Time shall be of the essence of this Agreement.

4.3 **Third Party Beneficiaries.** Except as provided in Section **Error! Reference source not found.** of this Agreement, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any Person other than the Parties. No Person other than the Parties shall be entitled to rely on the provisions of this Agreement in any proceeding.

4.4 **Amendments.** This Agreement may only be amended or otherwise modified by written agreement executed by all the Parties.

4.5 **Waiver.** No waiver of any of the provisions of this Agreement shall be a waiver of any other provision of it (whether or not similar). No waiver shall be binding unless executed in writing by the Party to be bound by it. No failure by any Party to exercise, and no delay in exercising, any right under this Agreement shall waive that right. No single or partial exercise of any right under this Agreement precludes any other or further exercise of that right or the exercise of any other right.

4.6 **Non-Merger.** Except as otherwise expressly provided in this Agreement, the covenants in it shall not merge on, and shall survive, the closing of the transactions contemplated under the Purchase Agreement.

4.7 **Entire Agreement.** This Agreement is the entire agreement between the Parties about its subject matter. It supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties about that subject matter. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties about the subject-matter of this Agreement other than those specifically set out in this Agreement.

4.8 **Successors and Assigns.** This Agreement shall become effective when executed by the Parties. After that time it shall be binding on, and enure to the benefit of, the Parties and their respective heirs, personal representatives, successors and permitted assigns. The benefits of this Agreement shall not be assignable by any Party except with the written consent of the other Parties.

4.9 **Severability.** Any covenant or provision in this Agreement which is or becomes illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective only to the extent of such illegality, invalidity or unenforceability. It shall not affect or impair the remaining provisions of this Agreement. They shall remain in full force and effect, the intention of the Parties being to protect, to the greatest extent allowable by law, the legitimate and reasonable interests of the Purchaser.

4.10 **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

4.11 **Assignment.** This Agreement and the obligations of Euclides shall not be assigned by Euclides, in whole or in part, without the prior written consent of the Purchaser, which consent may be withheld for any reason. This Agreement and the obligations of the Purchaser may be assigned by the Purchaser, in whole or in part, without the prior written consent of Euclides.

4.12 **Counterparts.** This Agreement may be executed in any number of counterparts (whether by facsimile, pdf or otherwise). All counterparts taken together shall be deemed to constitute the same instrument.

[Remainder of Page Intentionally Left Blank]

TOR01: 6573713: v3

IN WITNESS WHEREOF the Parties executed this Agreement.

EUCLIDES TECHNOLOGIES INC.

By: _____
Name:
Title:

ANALYTIXINSIGHT INC.

By: _____
Prakash Hariharan
Chief Executive Officer

[SHAREHOLDER]
and
ANALYTIXINSIGHT INC.

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

•, 2016

NON-COMPETITION AND NON-SOLICIATION AGREEMENT

This Non-Competition Agreement is made on ●, 2016, among [SHAREHOLDER] (the “Shareholder”) and AnalytixInsight Inc. (the “Purchaser”).

RECITALS:

- A. Pursuant to the purchase agreement dated November ●, 2016, among Euclides Technologies Inc. (“**Euclides**”), Adi Hod, Liron Prestelnic, Erez Glinansky and the Purchaser (the “**Purchase Agreement**”), Euclides agreed to sell to the Purchaser, and the Purchaser agreed to purchase from Euclides, the Purchased Assets (as defined in the Purchase Agreement) (the “**Sale Transaction**”).
- B. It is a condition of the closing of the Sale Transaction contemplated by the Purchase Agreement that the Shareholder execute and deliver this Agreement.
- C. It is acknowledged by the Shareholder that the Shareholder benefitted directly from the Sale Transaction.

In consideration of the mutual covenants and agreements contained in this Agreement, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

1.1 **Defined Terms.** Unless otherwise defined in this Agreement or the context clearly requires otherwise, all capitalized terms in this Agreement have the meaning ascribed to them in the Purchase Agreement.

1.2 The following terms have the following meanings in this Agreement:

- (a) “**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and “control” and any derivation of the above means the possession, directly or indirectly, of the power to direct or significantly influence the management and policies/business or affairs of a Person whether through the ownership of voting securities or otherwise;
- (b) “**Agreement**” means this Non-Competition and Non-Solicitation Agreement and all amendments of it;
- (c) “**Business**” means the business of the Purchaser consisting of field service management integration and implementation that was acquired from Euclides pursuant to the Sale Transaction, *provided* that for the avoidance of doubt the term “Business” shall not include the business of Fixify, Ltd. or the activities under the Work Agreement and the Parties agree that neither the business of Fixify, Ltd. nor any of the activities under the Work Agreement is competitive with the Business;
- (d) “**Customers**” means all Persons who purchased any products or services from Euclides or the Euclides Affiliates at any time during the two years immediately preceding the Closing Date;

- (e) “**Euclides Affiliates**” means Euclides Technologies, Ltd. and Euclides Technologies UK, Ltd.;
- (f) “**Indemnified Party**” has the meaning set out in Section 3.1 of this Agreement;
- (g) “**Parties**” means the Shareholder and the Purchaser;
- (h) “**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, governmental authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (i) “**Prospective Customers**” means all Persons solicited by Euclides directly or through targeted mailings for the purpose of becoming customers of Euclides or the Euclides Affiliates at any time during the two years immediately preceding the Closing Date;
- (j) “**Term**” has the meaning set out in Section 2.1 of this Agreement;
- (k) “**Territory**” means North America; and
- (l) “**Work Agreement**” means the work contract between Euclides and the Purchaser pursuant to which Euclides provides services to the Purchaser in respect of certain employees employed by Euclides.

1.3 Gender and Number. All references in this Agreement to gender include all genders. All words importing the singular number include the plural, and vice versa.

1.4 Headings. The use of headings in this Agreement is for convenience of reference only. The headings will not affect the interpretation of this Agreement.

1.5 Internal References. The division of this Agreement into Articles and Sections is for convenience of reference only, and shall not affect the interpretation of this Agreement. “Article” and “Section” followed by a number refer to the specified Article or Section of this Agreement.

1.6 Including. In this Agreement “including” means “including without limitation” and “includes” means “includes without limitation”.

1.7 Computation of Time. In this Agreement, in the computation of periods of time from one specified date to another, unless otherwise expressly stated, “from” means “from and including” and “to” and “until” mean “to but excluding”.

2. NON-COMPETITION AND CONFIDENTIALITY

2.1 Term of Agreement. This Agreement shall commence on the Closing Date and shall expire on its second anniversary (the “**Term**”).

2.2 Non-Competition. Other than in his capacity as a shareholder of the parent entity of Euclides or as an officer, director, employee or independent contractor of Euclides or the Purchaser or an Affiliate of the Purchaser or Euclides (the “**Permitted Capacities**”), during the Term, the Shareholder shall not, on his own behalf or on behalf of any other Person, directly or indirectly, in any capacity

whatsoever, including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee, or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise, carry on, be engaged in, have any financial or other interest in or be otherwise commercially involved in, any endeavour, activity or business in any part of the Territory that is competitive with the Business or any part thereof.

2.3 Non-Solicitation of Customers. Other than in one of the Permitted Capacities, during the Term, the Shareholder shall not, on his own behalf or on behalf of any other Person, directly or indirectly, in any capacity whatsoever, including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee, or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise:

- (a) canvass or solicit the business, or procure or assist the canvassing or soliciting of the business, of any Customer or Prospective Customer for any business that is competitive with the Business within any part of the Territory;
- (b) procure, attempt to procure, accept or assist the acceptance of any business from any Customer or Prospective Customer for any business that is competitive with the Business within any part of the Territory; or
- (c) supply, or procure or assist the supply of, any goods or services to any Customer or Prospective Customer for any business that is competitive with the Business within any part of the Territory.

2.4 Non-Solicitation of Employees. Other than in one of the Permitted Capacities, during the Term, the Shareholder shall not, on his own behalf or on behalf of any other Person, directly or indirectly, in any capacity whatsoever, including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee, or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise:

- (a) employ, offer employment to, solicit the employment or engagement of or otherwise entice away from the employment of the Purchaser, any Person who is employed by the Purchaser, whether or not that Person would commit any breach of his or her contract or terms of employment by leaving the employment of the Purchaser; or
- (b) procure or assist any Person to employ, offer employment to, or solicit the employment or engagement of or otherwise entice away from the employment of the Purchaser, any Person who is employed by the Purchaser.

2.5 Non-Interference. The Shareholder shall not, on his own behalf or on behalf of any other Person, directly or indirectly, in any capacity whatsoever, including as an employer, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee, or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise, persuade or attempt to persuade any Customer, Prospective Customer, employee or supplier of the Business to discontinue or alter their relationship with the Business in a way that the Purchaser, acting reasonably, considers to be materially adverse to the Business.

3. **REMEDIES**

3.1 **Indemnification.** The Shareholder shall protect, indemnify and save harmless the Purchaser and its respective shareholders, directors, officers, employees, agents and representatives (each individually an “**Indemnified Party**”) from and against all claims, demands, actions, causes of action, judgments, losses, liabilities, damages, including incidental and consequential damages, and expenses suffered by, imposed on or asserted against any Indemnified Party as a result of, in connection with or arising out of any violation, contravention or breach of this Agreement by the Shareholder.

3.2 **Reasonableness.** The Shareholder expressly acknowledges that his obligations under Sections 2.2, 2.3, 2.4, 2.5 and 3.1 of this Agreement are reasonable and valid in all respects, and irrevocably waives and agrees not to raise as a defence in any proceeding to enforce any provision of this Agreement any issue as to the reasonableness of those obligations, including the reasonableness of the length of the Term, the extent of the Territory or the scope of this Agreement, the intention of the Parties being to protect, to the greatest extent allowable by law, the legitimate and reasonable interests of the Purchaser, including the protection of the value of the Business.

3.3 **Notification.** Each Party shall notify the other of all violations, contraventions, breaches and threatened breaches of this Agreement as soon as such first mentioned Party becomes aware of them.

3.4 **Equitable Remedies.** In the event of any violation, contravention, breach or threatened breach of this Agreement by any Party, the other Party shall be entitled to seek and obtain both interim measures of protection, including temporary injunctive relief, and permanent injunctive relief, and the first mentioned Party shall not so object. That entitlement shall be in addition to all other legal or equitable remedies available to each of the Parties, and shall not prevent it from pursuing, consecutively or concurrently, any other remedy, including damages.

4. **MISCELLANEOUS**

4.1 **Notices.** Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing and shall be given by delivering it or sending it by facsimile, email or other similarly instantaneous form of communication addressed:

to the Purchaser at:

AnalytixInsight Inc.
65 Queen Street East, 8th Floor
Toronto, ON M5H 2M5
Attention: [NAME REDACTED]
Facsimile: ●
Email: [EMAIL REDACTED]

to the Shareholder at:

●
Attention: [Shareholder]
Facsimile: ●
Email: ●

Any such communication shall be validly and effectively given:

- (i) if personally delivered, on the date of delivery, if that date is a Business Day and that delivery was made prior to 3:00 p.m. (Toronto time), and otherwise on the next Business Day; and
- (ii) if sent by facsimile, email or similarly instantaneous means of recorded communication, on the Business Day following the date of sending.

Any Party may change his or its address for service by notice to the other Parties in accordance with this Section. Any subsequent notice shall be sent to that Party at his or its changed address.

4.2 Time of the Essence. Time shall be of the essence of this Agreement.

4.3 Third Party Beneficiaries. Except as provided in Section 3.1 of this Agreement, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any Person other than the Parties. No Person other than the Parties shall be entitled to rely on the provisions of this Agreement in any proceeding.

4.4 Amendments. This Agreement may only be amended or otherwise modified by written agreement executed by all the Parties.

4.5 Waiver. No waiver of any of the provisions of this Agreement shall be a waiver of any other provision of it (whether or not similar). No waiver shall be binding unless executed in writing by the Party to be bound by it. No failure by any Party to exercise, and no delay in exercising, any right under this Agreement shall waive that right. No single or partial exercise of any right under this Agreement precludes any other or further exercise of that right or the exercise of any other right.

4.6 Non-Merger. Except as otherwise expressly provided in this Agreement, the covenants in it shall not merge on, and shall survive, the closing of the transactions contemplated under the Purchase Agreement.

4.7 Entire Agreement. This Agreement is the entire agreement between the Parties about its subject matter. It supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties about that subject matter. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties about the subject-matter of this Agreement other than those specifically set out in this Agreement.

4.8 Successors and Assigns. This Agreement shall become effective when executed by the Parties. After that time it shall be binding on, and enure to the benefit of, the Parties and their respective heirs, personal representatives, successors and permitted assigns. The benefits of this Agreement shall not be assignable by any Party except with the written consent of the other Parties.

4.9 Severability. Any covenant or provision in this Agreement which is or becomes illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective only to the extent of such illegality, invalidity or unenforceability. It shall not affect or impair the remaining provisions of this Agreement. They shall remain in full force and effect, the intention of the Parties being to protect, to the greatest extent allowable by law, the legitimate and reasonable interests of the Purchaser.

4.10 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

4.11 **Assignment.** This Agreement and the obligations of the Shareholder shall not be assigned by the Shareholder, in whole or in part, without the prior written consent of the Purchaser, which consent may be withheld for any reason. This Agreement and the obligations of the Purchaser, may be assigned by the Purchaser, in whole or in part, without the prior written consent of the Shareholder.

4.12 **Counterparts.** This Agreement may be executed in any number of counterparts (whether by facsimile, pdf or otherwise). All counterparts taken together shall be deemed to constitute the same instrument.

[Remainder of Page Intentionally Left Blank]

TOR01: 6577889: v3

IN WITNESS WHEREOF the Parties executed this Agreement.

ANALYTIXINSIGHT INC.

By: _____
Prakash Hariharan
Chief Executive Officer

Witness

[Shareholder]

Schedule 6.8(j)
Form of Lock-Up Agreement

See attached.

LOCK-UP AGREEMENT

●, 2016

AnalytixInsight Inc.
65 Queen Street East, 8th floor
Toronto, ON M5H 2M5

- and -

Euclides Technologies Inc.

●

Ladies and Gentlemen:

Reference is made to the purchase agreement dated November ●, 2016 (the “**Purchase Agreement**”) between AnalytixInsight Inc. (the “**Company**”), Euclides Technologies, Inc. (“**Euclides**”), Adi Hod, Liron Prestelnik and Erez Glinansky (collectively, the “**Shareholders**”), pursuant to which the Company proposes to purchase certain assets of Euclides and some of the purchase price for such assets will be paid in common shares in the capital of the Purchaser (the “**Transaction**”) (the common shares to be issued pursuant to the Purchase Agreement being herein referred to as the “**Shares**”). Pursuant to the Purchase Agreement, the Company may also issue common share purchase warrants (“**Warrants**”) to purchase common shares in the capital of the Company (the “**Warrant Shares**” and together with the Shares and Warrants, the “**Covered Securities**”). The execution and delivery by the undersigned of this agreement (the “**Lock-Up Letter Agreement**”) is a condition to the closing of the Transaction.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees not to directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, any Covered Securities, whether now owned directly or indirectly, or under his, her or its control or direction, or with respect to which he, she or it has beneficial ownership, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of the Covered Securities, whether such transaction is settled by the delivery of common shares of the Company, any other securities, cash or otherwise (collectively, “**Transfer**”), until (a) 12 months after the date of this Lock-Up Letter Agreement (the “**Lock-Up Period**”), and (b) subsequent to the Lock-Up Period, until 60 days following the receipt by the Company of written notice of a proposed Transfer of any Covered Securities by the undersigned. For the avoidance of doubt, the undersigned may Transfer any Covered Securities immediately or at any time or from time to time following the expiry of the Lock-Up Period, provided that the undersigned has provided to the Company the requisite notice.

Notwithstanding anything to the contrary contained in this Lock-Up Letter Agreement, the undersigned is not restricted from Transferring any or all of the Covered Securities during the Lock-Up Period (i) provided that the undersigned has delivered written notice to the Company of a proposed Transfer of Covered Securities to satisfy any indemnification obligations under Article 9 of the Purchase Agreement, or (ii) pursuant to a take-over bid (as defined in the *Securities Act* (Ontario)) or any other transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of

the Company (provided that all Covered Securities not transferred, sold or tendered remain subject to this undertaking) and provided further that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Covered Securities subject to this undertaking shall remain subject to the restrictions in this Lock-Up Letter Agreement

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Letter Agreement and that, upon the reasonable request of the Company, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement of this Lock-Up Letter Agreement. This Lock-Up Letter Agreement is irrevocable and shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned.

Any notice, consent or approval required or permitted to be given in connection with this Lock-Up Letter Agreement shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail to the Company at:

AnalytixInsight Inc.
65 Queen Street East, 8th floor
Toronto, ON M5H 2M5

Attention: **[NAME REDACTED]**
E-mail: **[EMAIL REDACTED]**

This Lock-Up Letter Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, without reference to conflicts of laws.

This Lock-Up Letter Agreement constitutes the entire agreement and understanding between and among the parties with respect to the subject matter of this Lock-Up Letter Agreement and supersedes any prior agreement, representation or undertaking with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

This Lock-Up Letter Agreement has been entered into on the date first written above.

Yours very truly,

Print Name:

Schedule 6.8(l)

List of Employees to be Employed by the Purchaser

- (1) [NAME REDACTED]
- (2) [NAME REDACTED]
- (3) [NAME REDACTED]
- (4) [NAME REDACTED]
- (5) [NAME REDACTED]
- (6) [NAME REDACTED]
- (7) [NAME REDACTED]

But explicitly excluding any individual who is no longer an Employee of the Asset Vendor immediately prior to Closing.

After Closing, the following Employees will continue their employment with the Asset Vendor and will provide their services to the Purchaser pursuant to a management agreement to be entered into between the Purchaser and the Asset Vendor:

- 1. [NAME REDACTED]
- 2. [NAME REDACTED]
- 3. [NAME REDACTED]
- 4. [NAME REDACTED]
- 5. [NAME REDACTED]

These Employees will be employed by the Purchaser promptly after obtaining the applicable immigration and visa approvals.