

AGREEMENT AND PLAN OF MERGER

by and among

EQUIFAX CONSUMER SERVICES LLC,

MONITOR MERGER SUB, INC.

and

ID WATCHDOG, INC.

dated as of

June 16, 2017

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EXHIBITS

Exhibit A – Persons Entering Into Voting Agreements
Exhibit B-1 – Form of Voting Agreement
Exhibit B-2 – Form of Voting Agreement
Exhibit C – Form of Cayman Plan of Merger
Exhibit D – Form of Memorandum and Articles of Association of the Surviving Corporation
Exhibit E – Form of Paying Agent Agreement
Exhibit F – Form of Letter of Transmittal
Exhibit G – Form of Optionholder Consent
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Agreement**”), is entered into as of June 16, 2017, by and among ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands having its registered office at Genesis Trust & Corporate Services Ltd., Elgin Court, Elgin Avenue P.O. Box 448, Grand Cayman KY1-9006, Cayman Islands (the “**Company**”), Equifax Consumer Services LLC, a Georgia limited liability company having its registered address at 1550 Peachtree Street, N.W., Atlanta, Georgia 30309 (“**Parent**”), and Monitor Merger Sub, Inc., an exempted company incorporated with limited liability in the Cayman Islands having its registered office at c/o Maples Corporate Services Limited, P.O. Box 309, Grand Cayman KY-1104, Cayman Islands, and a wholly-owned Subsidiary of Parent (“**Merger Sub**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 8.01 hereof.

RECITALS

WHEREAS, the parties intend that Merger Sub be merged with and into the Company, with the Company surviving that merger on the terms and subject to the conditions set forth herein;

WHEREAS, in the Merger, upon the terms and subject to the conditions of this Agreement, each ordinary share of the Company (each, a “**Company Ordinary Share**”) will be converted into the right to receive the Merger Consideration except as otherwise provided in this Agreement;

WHEREAS, the Board of Directors of the Company (the “**Company Board**”) has (a) determined that it is in the best interests of the Company and its members, and declared it advisable, to enter into this Agreement with Parent and Merger Sub, (b) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and (c) resolved, subject to the terms and conditions set forth in this Agreement, to recommend adoption of this Agreement by the members of the Company; in each case, in accordance with the Companies Law (2016 Revision) of the Cayman Islands (“**Cayman Companies Law**”);

WHEREAS, the respective Boards of Directors of Parent and Merger Sub have each (a) determined that it is in the best interests of Parent or Merger Sub, as applicable, and their respective stockholders and members, and declared it advisable, to enter into this Agreement, and (b) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger; in each case, in accordance with Cayman Companies Law; and

WHEREAS, each of the Persons listed on Exhibit A have entered into a voting Contract substantially in the form of Exhibit B-1 or Exhibit B-2, with such form indicated on Exhibit A, pursuant to which such Persons have agreed, among other matters, to vote the Company Ordinary Shares held by them for approval of the Merger and the other transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants, and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

ARTICLE I THE MERGER

Section 1.01. **The Merger.** On the terms and subject to the conditions set forth in this Agreement, and in accordance with Cayman Companies Law, on the Effective Date, (a) Merger Sub will merge with and into the Company (the “**Merger**”), (b) the separate corporate existence of Merger Sub will cease, and (c) the Company will continue its corporate existence under Cayman Companies Law as the surviving corporation in the Merger and a Subsidiary of Parent (sometimes referred to herein as the “**Surviving Corporation**”).

Section 1.02. **Closing.** Upon the terms and subject to the conditions set forth herein, the closing of the Merger (the “**Closing**”) will take place at 10:00 a.m., Denver, Colorado time, as soon as practicable (and, in any event, within three Business Days) after the satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger set forth in Article VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted hereunder, waiver of all such conditions), unless this Agreement has been terminated pursuant to its terms or unless another time or date is agreed to in writing by the parties hereto. The Closing shall be held at the offices of Polsinelli PC, 1401 Lawrence Street, Denver, Colorado 80202, unless another place is agreed to in writing by the parties hereto, and the actual date of the Closing is hereinafter referred to as the “**Closing Date**”; *provided, however*, that the Merger shall by its terms become effective on the Effective Date.

Section 1.03. **Effective Date.** Subject to the provisions of this Agreement, Parent, Merger Sub and the Company shall execute a plan of merger (the “**Cayman Plan of Merger**”) substantially in the form of Exhibit C and shall file the Cayman Plan of Merger and other documents required to effect the Merger pursuant to the Cayman Companies Law with the Registrar of Companies of the Cayman Islands as provided in Section 233 of the Cayman Companies Law on the Closing Date. The Merger shall be effective at the time when the Cayman Plan of Merger has been registered by the Registrar of Companies of the Cayman Islands or such later time as Merger Sub and the Company may agree and specify in the Cayman Plan of Merger in accordance with the Cayman Companies Law. The time of such effectiveness shall herein be referred to as the “**Effective Date**.”

Section 1.04. **Effects of the Merger.** At the Effective Date and subject to and upon the terms and conditions set forth in this Agreement and the applicable provisions of the Cayman Companies Law:

- (a) Merger Sub shall be merged with and into the Surviving Corporation;
- (b) the rights, property of every description including loans, securities and other investments, choses in action, and the business, undertaking, goodwill, benefits, immunities and privileges of each of Merger Sub and the Company shall immediately vest in the Surviving Corporation;

(c) the Surviving Corporation shall be liable for and subject, in the same manner as each of Merger Sub and the Company immediately prior to the Effective Date, to all credit agreements, mortgages, charges or security interests and all contracts, obligations, claims, debts and liabilities of each of Merger Sub and the Company; and

(d) the Surviving Corporation shall continue as the surviving company within the meaning of the Cayman Companies Law.

Section 1.05. **Memorandum and Articles of Association.** At the Effective Date, the memorandum and articles of association of Merger Sub, substantially as set forth in Exhibit D, shall be the memorandum and articles of association of the Surviving Corporation until thereafter amended in accordance with the terms thereof or as provided by applicable Law (the “**Articles**”).

Section 1.06. **Directors and Officers.**

(a) The directors and officers of Merger Sub, in each case, immediately prior to the Effective Date shall, from and after the Effective Date, be the directors and officers, respectively, of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the memorandum and articles of association of the Surviving Corporation.

(b) Schedule 1.06(b) sets forth any amounts to be paid (or any other benefit owed) to any director of Merger Sub, Parent or the Company in connection with the Merger.

Section 1.07. **Secured Creditors.**

(a) The Company has granted no fixed or floating security interests that are outstanding as of the date of this Agreement other than those set forth on Schedule 1.07(a) (if any, the “**Company Financing**”). Each creditor set forth on Schedule 1.07(a) has consented to the Merger with respect to the Company Financing.

(b) Merger Sub has granted no fixed or floating security interests that are outstanding as of the date of this Agreement.

ARTICLE II

EFFECT OF THE MERGER ON SHARE CAPITAL

Section 2.01. **Effect of the Merger on Share Capital.** On the Effective Date, as a result of the Merger and without any action on the part of Parent, Merger Sub, or the Company or the holder of any shares or capital stock of Parent, Merger Sub, or the Company:

(a) Cancellation of Certain Company Ordinary Shares. Each Company Ordinary Share that is owned by Parent, Merger Sub, or the Company (as treasury shares or otherwise) or any of their respective direct or indirect wholly-owned Subsidiaries as of immediately prior to the Effective Date will automatically be cancelled and will cease to exist, and no consideration will be delivered in exchange therefor.

(b) Conversion of Company Ordinary Shares. Each Company Ordinary Share issued and outstanding immediately prior to the Effective Date (other than (i) shares to be cancelled in accordance with Section 2.01(a), and (ii) Dissenting Shares) will be converted into the right to receive the Merger Consideration, in cash, without interest.

(c) Cancellation of Shares. At the Effective Date, all Company Ordinary Shares will no longer be outstanding and all Company Ordinary Shares will be cancelled and will cease to exist, and, subject to Section 2.03, each registered holder of Company Ordinary Shares will cease to have any rights with respect thereto, except the right to receive the Merger Consideration in accordance with Section 2.02 hereof.

(d) Conversion of Merger Sub Share Capital. Each ordinary share of Merger Sub issued and outstanding immediately prior to the Effective Date shall be converted into and become one newly issued, fully paid, and non-assessable ordinary share of the Surviving Corporation.

(e) Rights and Restrictions. The rights and restrictions attaching to the shares in the Surviving Corporation are set out in the Articles.

Section 2.02. **Surrender and Payment.**

(a) Pursuant to that certain paying agent agreement, by and among the Company, Parent and the Paying Agent substantially in the form of Exhibit E (the “**Paying Agent Agreement**”), the parties have appointed Acquiom Clearinghouse LLC, a Delaware limited liability company, as paying agent (the “**Paying Agent**”) to act as the agent for the purpose of paying the Merger Consideration for the Company Ordinary Shares. At or prior to the Effective Date, Parent shall deposit with the Paying Agent sufficient funds to pay the aggregate Merger Consideration that is payable in respect of all of the Company Ordinary Shares (the “**Payment Fund**”) in amounts and at the times necessary for such payments. If for any reason (including losses) the Payment Fund is inadequate to pay the amounts to which holders of shares shall be entitled under Section 2.01(b) and Section 2.07, Parent shall immediately deposit in trust additional cash with the Paying Agent sufficient to make all payments required by Section 2.01(b) and Section 2.07. The Payment Fund shall not be used for any other purpose. Parent shall pay all charges and expenses of the Paying Agent. Promptly after the Effective Date, Parent shall cause the Paying Agent to send to each record holder of Company Ordinary Shares at the Effective Date, a letter of transmittal substantially in the form of Exhibit F (the “**Letter of Transmittal**”) and instructions, which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon the updating of the register of members of the Company.

(b) Each holder of Company Ordinary Shares that have been converted into the right to receive the Merger Consideration shall be entitled to receive an amount in cash equal to the Merger Consideration multiplied by the number of Company Ordinary Shares held by such holder (the “**Letter of Transmittal Consideration**”) upon delivery to the Paying Agent of a duly completed and validly executed Letter of Transmittal. Until so surrendered or transferred, as the case may be, and subject to the terms set forth

in Section 2.03, each Company Ordinary Share shall represent after the Effective Date for all purposes only the right to receive the Letter of Transmittal Consideration payable in respect thereof. Upon payment of the Merger Consideration pursuant to the provisions of this Article II, the Company Ordinary Shares shall immediately be cancelled. For the avoidance of doubt, the delivery to the Paying Agent of a duly completed and validly executed Letter of Transmittal is a condition to the receipt of the Letter of Transmittal Consideration by each holder of Company Ordinary Shares that will be converted into the right to receive the consideration described in Section 2.01(b).

(c) Until disbursed in accordance with the terms and conditions of this Agreement, the cash in the Payment Fund will be invested by the Paying Agent in accordance with the Paying Agent Agreement. No losses with respect to any investments of the Payment Fund will affect the amounts payable to the holders of Company Ordinary Shares. Any income from investment of the Payment Fund will be payable in accordance with the Paying Agent Agreement.

(d) If any portion of the Merger Consideration is to be paid to a Person other than the Person in whose name the Company Ordinary Share is registered, it shall be a condition to such payment that the Person requesting such payment shall pay to the Paying Agent any transfer or other Tax required as a result of such payment to a Person other than the registered holder of such Company Ordinary Share, as applicable, or establish to the reasonable satisfaction of the Paying Agent that such Tax has been paid or is not payable.

(e) All Merger Consideration paid upon the cancellation of Company Ordinary Shares in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to the Company Ordinary Shares, and from and after the Effective Date, there shall be no further registration of transfers of Company Ordinary Shares on the register of members of the Surviving Corporation.

(f) Any portion of the Payment Fund that remains unclaimed by the holders of Company Ordinary Shares 12 months after the Effective Date shall be returned to Parent, upon demand, and any such holder who has not exchanged Company Ordinary Shares for the Letter of Transmittal Consideration in accordance with this Section 2.02 prior to that time shall thereafter look only to Parent (subject to abandoned property, escheat, or other similar Laws), as general creditors thereof, for payment of the Merger Consideration without any interest. Any amounts remaining unclaimed by holders of Company Ordinary Shares immediately prior to the time when the amounts would otherwise escheat to or become property of any Governmental Entity shall become, to the extent permitted by applicable Law, the property of Parent free and clear of any claims or interest of any Person previously entitled thereto.

Section 2.03. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, including Section 2.01, Company Ordinary Shares issued and outstanding immediately prior to the Effective Date (other than shares cancelled in accordance with Section 2.01(a)) and held by a holder who is entitled to demand and has properly exercised Dissent Rights of such shares in accordance with the Cayman Companies Law (such shares being

referred to collectively as the “**Dissenting Shares**” until such time as such holder fails to perfect or otherwise waives, withdraws, or loses such Dissent Rights with respect to such shares) shall not be converted into the right to receive the Merger Consideration, but instead shall be cancelled and such holder will be entitled to only the payment resulting from the procedure in Section 238 of the Cayman Companies Law if and to the extent applicable; *provided, however*, that if, after the Effective Date, such holder fails to perfect, waives, withdraws, or loses such holder’s Dissent Rights or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by the Dissent Rights, such Company Ordinary Shares shall be treated as if they had been converted as of the Effective Date into the right to receive the Merger Consideration in accordance with Section 2.01(b), without interest thereon. For the avoidance of doubt, a member must be registered in the register of members of the Company as the holder of Company Ordinary Shares in order to exercise Dissent Rights under the Cayman Companies Law. If a member holds Company Ordinary Shares in an account with an intermediary, the holder of such shares must be registered in the register of members of the Company as the holder of the Company Ordinary Shares in advance of any member vote on the Merger being taken. The Company shall promptly give Parent (a) copies of notices of objection, notices of dissent, any written demands for dissenters rights, attempted withdrawals of such demands, and any other instruments served pursuant to applicable Law that are received by the Company relating to Dissent Rights exercised by holders of Company Ordinary Shares and (b) the opportunity to direct or approve all offers, negotiations and proceedings with respect to any demand for appraisal under the Cayman Companies Law. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for appraisal, offer to settle or settle any such demands or approve any withdrawal of any such demands. In the event that any written notices of objection to the Merger are served by any shareholders of the Company pursuant to section 238(2) of the Cayman Companies Law, the Company shall serve written notice of the authorization of the Merger on such shareholders pursuant to section 238(4) of the Cayman Companies Law within 20 days of obtaining the Requisite Company Vote at the Company Members Meeting.

Section 2.04. **Adjustments.** Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the Effective Date, any change in the outstanding shares in the capital of the Company shall occur (other than the issuance of additional shares in the capital of the Company as permitted by this Agreement), including by reason of any reclassification, recapitalization, share split (including reverse share split), or combination, exchange, or readjustment of shares, or any share dividend or distribution paid in stock, the Merger Consideration and any other amounts payable pursuant to this Agreement shall be appropriately adjusted to reflect such change.

Section 2.05. **Withholding Rights.** Each of the Paying Agent, Parent, Merger Sub, the Company, and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Article II such amounts as may be required to be deducted and withheld with respect to the making of such payment under any Tax Laws. To the extent that amounts are so deducted and withheld by the Paying Agent, Parent, Merger Sub, the Company, or the Surviving Corporation, as the case may be, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which the Paying Agent, Parent, Merger Sub, the Company, or the Surviving Corporation, as the case may be, made such deduction and withholding.

Section 2.06. Treatment of Share Options and Other Share-Based Compensation.

(a) The Company shall take all requisite action so that, at the Effective Date, each option to acquire Company Ordinary Shares (each, a “**Company Share Option**”) that is outstanding under any Company Share Plan immediately prior to the Effective Date, whether or not then vested or exercisable, shall be, by virtue of the Merger and without any action on the part of the holder thereof, cancelled and converted into the right to receive from Parent and the Surviving Corporation, as promptly as reasonably practicable after the Effective Date, an amount in cash, without interest, equal to the product of (i) the aggregate number of Company Ordinary Shares subject to such Company Share Option, multiplied by (ii) the excess, if any, of the Merger Consideration over the per share exercise price under such Company Share Option, less any Taxes required to be withheld therefrom (collectively, the “**Option Cashout**”); *provided*, that receipt of the Option Cashout shall be subject to the holder of the applicable Company Share Option executing an Optionholder Consent providing such holder’s consent to the Option Cashout. For the avoidance of doubt, in the event that the per share exercise price under any Company Share Option is equal to or greater than the Merger Consideration, such Company Share Option shall be cancelled as of the Effective Date without payment therefor and shall have no further force or effect.

(b) At or prior to the Effective Date, the Company, the Company Board, and the compensation committee of such board, as applicable, shall adopt any resolutions and take any actions (including obtaining any employee consents or terminating any Company Share Plan) that may be necessary to effectuate the provisions of paragraph (a) of this Section 2.06 automatically as of the Effective Date without any further action. Promptly after the date hereof, the Company shall cause a consent and release document substantially in the form of Exhibit G (an “**Optionholder Consent**”) to be sent to each holder of Company Share Options.

Section 2.07. Treatment of Warrants. At the Effective Date, and in accordance with the terms of each warrant to purchase Company Ordinary Shares that is listed on Schedule 2.07 (collectively, the “**Warrants**”) and that is issued and outstanding immediately prior to the Effective Date, unless otherwise elected by the holder of any such Warrant, shall be, by virtue of the Merger and without any action on the part of the holder thereof, cancelled and converted into the right to receive from Parent and the Surviving Corporation, as promptly as reasonably practicable after the Effective Date, an amount in cash, without interest, equal to the product of (a) the aggregate number of Company Ordinary Shares subject to such Warrant, multiplied by (b) the excess, if any, of the Merger Consideration over the per share exercise price under such Warrant, less any Taxes required to be withheld therefrom (collectively, the “**Warrant Cashout**”); *provided*, that receipt of the Warrant Cashout shall be subject to the holder of the applicable Warrant executing a Warrantholder Consent providing such holder’s consent to the Warrant Cashout. For the avoidance of doubt, in the event that the per share exercise price under any Warrant is equal to or greater than the Merger Consideration, such Warrant shall be cancelled as of the Effective Date without payment therefor and shall have no further force or effect. Promptly after the date hereof, the Company shall cause a consent and release document substantially in the form of Exhibit H (a “**Warrantholder Consent**”) to be sent to each holder of Warrants.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the separate disclosure letter delivered by the Company to Parent concurrently with the execution of this Agreement (the “**Company Disclosure Letter**”), the Company hereby represents and warrants to Parent and Merger Sub as of the date hereof and as of the Closing Date as follows:

Section 3.01. Organization; Standing and Power; Charter Documents; Subsidiaries.

(a) Organization; Standing and Power. Each of the Company and its Subsidiaries is a corporation, limited liability company, or other legal entity duly organized, validly existing, and in good standing under the Laws of its jurisdiction of organization, and has the requisite corporate, limited liability company, or other organizational, as applicable, power and authority to own, lease, and operate its assets and to carry on its business as now conducted. Each of the Company and its Subsidiaries is duly qualified or licensed to do business as a foreign corporation, limited liability company, or other legal entity and is in good standing in each jurisdiction where the character of the assets and properties owned, leased, or operated by it or the nature of its business makes such qualification or license necessary, except where the failure to be so qualified or licensed or to be in good standing would not reasonably be expected to have a Company Material Adverse Effect. Section 3.01(a) of the Company Disclosure Letter sets forth each jurisdiction in which the Company or any of its Subsidiaries is qualified to do business. The Company has made available to Parent true and complete copies of the Charter Documents of the Company and each of its Subsidiaries.

(b) Subsidiaries. Section 3.01(b) of the Company Disclosure Letter lists each of the Subsidiaries of the Company and its place of organization. Each Subsidiary is, directly or indirectly, wholly-owned by the Company. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, the Company does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

Section 3.02. Capital Structure.

(a) Share Capital. Immediately prior to the Effective Date, the authorized share capital of the Company consists of 900,000,000 shares of no nominal or par value, comprised of 450,000,000 Company Ordinary Shares of no nominal or par value and 450,000,000 Preferred Shares of no nominal or par value. As of the close of business on June 14, 2017, 144,310,776 Company Ordinary Shares were issued and outstanding, and since such date and through the date hereof, no additional Company Ordinary Shares have been issued other than the issuance of Company Ordinary Shares upon the exercise or settlement of Company Equity Awards or the Warrants. As of the close of business on June 14, 2017, no Preferred Shares were issued and outstanding. All of the outstanding shares of the Company are, and all shares of the Company which may be issued as contemplated or permitted by this Agreement will be, when issued, duly authorized,

validly issued, fully paid, and non-assessable, and not subject to any pre-emptive rights. No Subsidiary of the Company owns any Company Ordinary Shares or Preferred Shares.

(b) Stock Awards.

(i) As of the close of business on June 14, 2017, an aggregate of 2,065,666 Company Ordinary Shares were reserved for issuance pursuant to Company Equity Awards not yet granted under the Company Share Plans. As of the close of business on June 14, 2017, 17,079,334 Company Ordinary Shares were reserved for issuance pursuant to outstanding Company Share Options. Since January 1, 2017, and through the date hereof, no Company Equity Awards have been granted and no additional Company Ordinary Shares have become subject to issuance under the Company Share Plans. Section 3.02(b)(i) of the Company Disclosure Letter sets forth as of the date of this Agreement a list of each currently effective Company equity incentive plan (“**Company Share Plans**”), the outstanding Company Equity Awards granted under the Company Share Plans, and (A) the name of the holder of such Company Equity Award, (B) the number of Company Ordinary Shares subject to such outstanding Company Equity Award, (C) if applicable, the exercise price, purchase price, or similar pricing of such Company Equity Award, (D) the date on which such Company Equity Award was granted or issued, (E) a summary of the applicable vesting, repurchase, or other lapse schedule, and the extent to which such Company Equity Award is vested and exercisable as of the date hereof, and (F) with respect to Company Share Options, the date on which such Company Share Option expires. All Company Ordinary Shares subject to issuance under the Company Share Plans, upon issuance in accordance with the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid, and non-assessable, and not subject to any pre-emptive rights.

(ii) Except for this Agreement, the Company Share Plans and as set forth in Section 3.02(b)(ii)(A) of the Company Disclosure Letter, there are no Contracts to which the Company is a party obligating the Company to accelerate the vesting of any Company Equity Award as a result of the transactions contemplated by this Agreement (whether alone or upon the occurrence of any additional or subsequent events). Other than the Company Equity Awards and the Warrants and except as set forth in Section 3.02(b)(ii)(B) of the Company Disclosure Letter, there are no issued, reserved for issuance, or outstanding (A) securities of the Company or any of its Subsidiaries convertible into, valued by reference to or exchangeable for Voting Debt or shares, capital stock, voting securities, or ownership interests of the Company, (B) options, warrants, calls, or other agreements or commitments to acquire from the Company or any of its Subsidiaries, or obligations of the Company or any of its Subsidiaries to issue, any Voting Debt, capital stock or shares of (or securities convertible into or exchangeable for shares of) the Company, or (C) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, “phantom” stock, or similar securities or rights that are

derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of the Company, in each case that have been issued by the Company or its Subsidiaries (the items in clauses (A), (B), and (C), together with the shares of the Company and the Warrants, being referred to collectively as “**Company Securities**”). All outstanding Company Ordinary Shares, all outstanding Company Equity Awards, all outstanding Warrants and all outstanding shares, voting securities, or other ownership interests in any Subsidiary of the Company, have been issued or granted, as applicable, in compliance in all material respects with all applicable securities Laws.

(iii) Except as set forth in the Company Equity Awards or the Warrants, there are no outstanding Contracts requiring the Company or any of its Subsidiaries to repurchase, redeem, or otherwise acquire any Company Securities. Neither the Company nor any of its Subsidiaries is a party to any voting agreement, right of first refusal, right of first offer, proxy, voting trust, registration rights Contract, members Contract or other Contract with respect to the purchase, sale or voting of any Company Securities or any securities convertible into, or exchangeable or exercisable for, any Company Securities.

(c) Voting Debt. No bonds, debentures, notes, or other indebtedness issued by the Company or any of its Subsidiaries (i) having the right to vote on any matters on which members or equityholders of the Company or any of its Subsidiaries may vote (or which is convertible into, or exchangeable for, securities having such right), or (ii) the value of which is directly based upon or derived from the shares, voting securities, or other ownership interests of the Company or any of its Subsidiaries, are issued or outstanding (collectively, “**Voting Debt**”).

(d) Warrants. As of the date hereof, an aggregate of 2,493,085 Company Ordinary Shares are subject to, and 2,493,085 Company Ordinary Shares are reserved for issuance upon exercise of, the Warrants.

(e) Subsidiaries. All of the outstanding capital stock or other voting securities of, or ownership interests in, each Subsidiary of the Company is owned by the Company, directly or indirectly, free and clear of any material Lien other than Permitted Liens. There are no issued, reserved for issuance or outstanding (i) securities of the Company or any of its Subsidiaries convertible into, or exchangeable for, shares of capital stock or other voting securities of, or ownership interests in, any Subsidiary of the Company, (ii) warrants, calls, options or other rights to acquire from the Company or any of its Subsidiaries, or other obligations of the Company or any of its Subsidiaries to issue, any capital stock or other voting securities of, or ownership interests in, or any securities convertible into, or exchangeable for, any capital stock or other voting securities of, or ownership interests in, any Subsidiary of the Company or (iii) restricted shares, stock appreciation rights, performance units, contingent value rights, “phantom” stock or similar securities or rights, in each case issued by the Company or any Subsidiary, that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or other voting securities of, or ownership interests in, any Subsidiary of the Company (the items in clauses (i) through (iii) being referred to

collectively as the “**Company Subsidiary Securities**”). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Subsidiary Securities. None of the Company’s Subsidiaries is a party to and there is not, and immediately after the Closing there will not be, any right of first refusal, right of first offer, proxy, voting agreement, voting trust, registration rights agreement, members agreement or other Contract with respect to the purchase, sale or voting of any Company Subsidiary Securities or any securities convertible into, or exchangeable or exercisable for, any Company Subsidiary Securities.

Section 3.03. Authority; Non-Contravention; Governmental Consents.

(a) Authority. The Company has all requisite limited liability exempted company power and authority to enter into and to perform its obligations under this Agreement and, subject to, in the case of the consummation of the Merger, adoption of this Agreement and the proposed Merger by special resolution in accordance with the Cayman Companies Law (i.e., approval by more than two-thirds of the voting shares represented at a meeting held for the purpose of approving the Merger or by a written resolution signed by all members) and, if required, a simple majority of the votes cast on the consummation of the Merger excluding the votes for the Company Ordinary Shares required to be excluded under MI 61-101 (the “**Requisite Company Vote**”), to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary limited liability exempted company action on the part of the Company and no other limited liability exempted company proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement or to consummate the Merger and the other transactions contemplated hereby, subject only, in the case of consummation of the Merger, to the receipt of the Requisite Company Vote. The Requisite Company Vote is the only vote or consent of the holders of any class or series of the Company’s shares necessary to approve and adopt this Agreement, approve the Merger, and consummate the Merger and the other transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and, assuming due execution and delivery by Parent and Merger Sub, constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors’ rights generally and by general principles of equity.

(b) Non-Contravention. The execution, delivery, and performance of this Agreement by the Company, and the consummation by the Company of the transactions contemplated by this Agreement do not and will not: (i) subject to obtaining the Requisite Company Vote, result in any violation or breach of the Charter Documents of the Company or any of its Subsidiaries; (ii) assuming that all Consents contemplated by clauses (i) through (v) of Section 3.03(c) have been obtained or made and, in the case of the consummation of the Merger, obtaining the Requisite Company Vote, violate any Law applicable to the Company, any of its Subsidiaries, or any of their respective properties or assets; (iii) except as set forth on of the Section 3.03(b) of the Company Disclosure Letter, result in any breach of or constitute a default (or an event that with

notice or lapse of time or both would become a default) under, or require any Consent under, or cause or permit the termination, cancellation, acceleration or other change or forfeiture of a right or obligation or the loss of any benefit to which the Company or any of its Subsidiaries is entitled under, any Contract to which the Company or any of its Subsidiaries is a party or otherwise bound as of the date hereof; or (iv) result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets of the Company or any of its Subsidiaries, except, in the case of each of clauses (ii), (iii), and (iv), for any conflicts, violations, breaches, defaults other liabilities or Liens that, or where failure to obtain any Consents, in each case, would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(c) Governmental Consents. No consent, approval, order, or authorization of, or registration, declaration, or filing with, or notice to (any of the foregoing being a “**Consent**”), any supranational, national, state, municipal, local, or foreign government, any instrumentality, subdivision, court, administrative agency or commission, or other governmental authority, or any quasi-governmental or private body exercising any regulatory or other governmental or quasi-governmental authority (a “**Governmental Entity**”) is required to be obtained or made by the Company in connection with the execution, delivery, and performance by the Company of this Agreement or the consummation by the Company of the Merger and other transactions contemplated hereby, except for: (i) the filing of this Agreement and documents ancillary hereto, including the Cayman Plan of Merger, with the Registrar of Companies in the Cayman Islands; (ii) such Consents as may be required under any Laws that are designed or intended to prohibit, restrict, or regulate actions having the purpose or effect of monopolization or restraint of trade or significant impediments or lessening of competition or creation or strengthening of a dominant position through merger or acquisition (the “**Antitrust Laws**”) that are applicable to the transactions contemplated by this Agreement; (iii) such Consents as may be required under applicable securities Laws or the rules and regulations of the TSX Venture Exchange (“**TSXV**”); (iv) the other Consents of Governmental Entities listed in Section 3.03(c) of the Company Disclosure Letter (the “**Other Governmental Approvals**”); and (v) such other Consents which if not obtained or made would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.

(d) Board Approval. The Company Board, after consulting with its financial advisors, by resolutions duly adopted by a vote at a meeting of all directors of the Company duly called and held and, not subsequently rescinded, has (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein, and the Cayman Plan of Merger are in the best interest of the Company and its members and that the consideration being offered to the Company’s members is fair from a financial point of view, (ii) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Merger, upon the terms and subject to the conditions set forth herein and the Cayman Plan of Merger, (iii) directed that this Agreement and the Cayman Plan of Merger be submitted to a vote of the Company’s members for adoption at the Company Members Meeting, and (iv) resolved to recommend that Company members

vote in favor of adoption of this Agreement and the Cayman Plan of Merger in accordance with Cayman Companies Law (collectively, the “**Company Board Recommendation**”).

(e) Antitakeover Statutes. The Company has taken all action necessary such that any restrictions on “business combinations” or similar concepts do not apply to the Merger, this Agreement and the transactions contemplated hereby. No “fair price”, “moratorium”, “control share acquisition” or other similar antitakeover statute or similar statute or regulation applies with respect to this Agreement, the Merger, or any of the other transactions contemplated by this Agreement.

Section 3.04. **Liabilities.**

(a) Undisclosed Liabilities. The audited balance sheet of the Company dated as of December 31, 2016 filed in the Public Company Documents prior to the date hereof is hereinafter referred to as the “**Company Balance Sheet.**” Neither the Company nor any of its Subsidiaries has any Liabilities other than Liabilities that (i) are reflected or reserved against in the Company Balance Sheet (including in the notes thereto), (ii) were incurred in the ordinary course of business since the date of the Company Balance Sheet, (iii) are incurred in connection with the transactions contemplated by this Agreement, (iv) would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, or (v) are set forth on Section 3.04(a) of the Company Disclosure Letter.

(b) Off-Balance Sheet Arrangements. Except as described in the Public Company Documents filed as of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off balance sheet partnership, or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among the Company or any of its Subsidiaries, on the one hand, and any other Person, including any structured finance, special purpose, or limited purpose Person, on the other hand).

Section 3.05. **Absence of Certain Changes or Events.** Since the date of the Company Balance Sheet, except in connection with the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and as set forth on Section 3.05 of the Company Disclosure Letter, the business of the Company and each of its Subsidiaries has been conducted in the ordinary course of business and there has not been or occurred:

(a) any Company Material Adverse Effect; or

(b) any event, condition, action, or effect that, if taken during the period from the date of this Agreement through the Effective Date, would constitute a breach of Section 5.01.

Section 3.06. **Taxes.**

(a) Tax Returns and Payment of Taxes. Except as set forth in Section 3.06(a) of the Company Disclosure Letter, the Company and each of its Subsidiaries have duly

and timely filed or caused to be filed (taking into account any valid extensions) all material Tax Returns required to be filed by them. Such Tax Returns are true, complete, and correct in all material respects. Neither the Company nor any of its Subsidiaries is currently the beneficiary of any extension of time within which to file any Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business consistent with past practice. Except as set forth in Section 3.06(a) of the Company Disclosure Letter, all material Taxes due and owing by the Company or any of its Subsidiaries (whether or not shown on any Tax Return) have been timely paid or are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with IFRS has been made in the Company's financial statements included in the Public Company Documents or, where payment is not yet due, the Company has made an adequate provision for such Taxes in the Company's financial statements included in the Public Company Documents (in accordance with IFRS). Except as set forth in Section 3.06(a) of the Company Disclosure Letter, the Company's most recent financial statements included in the Public Company Documents reflect an adequate reserve (in accordance with IFRS) for all material Taxes payable by the Company and its Subsidiaries through the date of such financial statements. Neither the Company nor any of its Subsidiaries has incurred any material Liability for Taxes since the date of the Company's most recent financial statements included in the Public Company Documents outside the ordinary course of business.

(b) Withholding. Except as set forth in Section 3.06(b) of the Company Disclosure Letter, the Company and each of its Subsidiaries have withheld and paid each material Tax required to have been withheld and paid in connection with amounts paid or owing to any Company Employee, creditor, customer, shareholder, or other party, and materially complied with all information reporting and backup withholding provisions of applicable Law.

(c) Liens. There are no Liens for material Taxes upon the assets of the Company or any of its Subsidiaries other than for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with IFRS has been made in the Company's financial statements included in the Public Company Documents.

(d) Tax Deficiencies and Audits. Except as set forth in Section 3.06(d) of the Company Disclosure Letter, no deficiency for any material amount of Taxes which has been proposed, asserted, or assessed in writing by any taxing authority against the Company or any of its Subsidiaries remains unpaid. There are no waivers or extensions of any statute of limitations currently in effect with respect to Taxes of the Company or any of its Subsidiaries. Except as set forth in Section 3.06(d) of the Company Disclosure Letter, there are no audits, suits, proceedings, investigations, claims, examinations, or other administrative or judicial proceedings ongoing or pending with respect to any material Taxes of the Company or any of its Subsidiaries.

(e) Tax Jurisdictions. Except as set forth in Section 3.06(e) of the Company Disclosure Letter, to the Knowledge of the Company, no claim has been made in writing by any taxing authority in a jurisdiction where the Company and its Subsidiaries do not

file Tax Returns that the Company or any of its Subsidiaries is subject to any material Tax in that jurisdiction.

(f) Tax Rulings. To the Knowledge of the Company, neither the Company nor any of its Subsidiaries has requested or is the subject of or bound by any private letter ruling, technical advice memorandum, or similar ruling or memorandum with any taxing authority with respect to any material Taxes, nor is any such request outstanding.

(g) Affiliated Groups. Neither the Company nor any of its Subsidiaries (i) is or has ever been a member of an affiliated group (other than a group the common parent of which is the Company) filing a consolidated Tax Return, or (ii) has any liability for Taxes of any person arising from the application of Treasury Regulation section 1.1502-6 or any analogous provision of state, local or foreign law, or as a transferee or successor, by contract, or otherwise.

(h) Tax Sharing Agreements. None of the Company or any of its Subsidiaries is a party to, is bound by or has any obligation under any Tax sharing or Tax indemnity agreement or similar contract or arrangement.

(i) Certain Inclusions and Exclusions. The Company will not be required to include amounts in income, or exclude items of deduction, in a taxable period beginning after the Closing Date as a result of (i) a change in method of accounting occurring prior to the Closing Date, (ii) an installment sale or open transaction arising in a taxable period (or portion thereof) ending on or before the Closing Date, (iii) a prepaid amount received, or paid, prior to the Closing Date, or (iv) except as set forth on Section 3.06(i)(iv) of the Company Disclosure Letter, deferred gains arising prior to the Closing Date.

(j) Foreign Corporation. Neither the Company nor any of its Subsidiaries is a passive foreign investment company as defined under Sections 1291 and 1298 of the Code. Neither the Company nor any of its Subsidiaries has recognized a material amount of Subpart F income as defined in Section 952 of the Code during a taxable year that includes but does not end on the Closing Date.

Section 3.07. **Intellectual Property.**

(a) Scheduled Company-Owned IP. Section 3.07(a) of the Company Disclosure Letter contains a true and complete list, as of the date hereof, of all: (i) Company-Owned IP that is the subject of any issuance, registration, certificate, application, or other filing by, to or with any Governmental Entity or authorized private registrar, including patents, patent applications, trademark registrations and pending applications for registration, copyright registrations and pending applications for registration, and internet domain name registrations, in each case identifying, as applicable, the owner, patent number, mark, registration number, registration date, application number, and application date; and (ii) material unregistered Company-Owned IP, including all material proprietary Software incorporated or included with any product or service of the Company or any of its Subsidiaries.

(b) Right to Use; Title. The Company or one of its Subsidiaries is the sole and exclusive owner of all right, title, and interest in and to the Company-Owned IP, and, except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, has the valid and enforceable right to use all other Intellectual Property used or held for use in or necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted and as proposed to be conducted (“**Company IP**”), in each case, free and clear of all Liens other than Permitted Liens.

(c) Validity and Enforceability. The Company’s and its Subsidiaries’ rights in the Company-Owned IP are valid, subsisting and enforceable, except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(d) Non-Infringement. Except as set forth on Section 3.07(d) of the Company Disclosure Letter, and except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, the conduct of the businesses of the Company and any of its Subsidiaries has not infringed, misappropriated or otherwise violated and, to the Knowledge of the Company, is not infringing, misappropriating, or otherwise violating, any Intellectual Property of any other Person. To the Knowledge of the Company, no third party is infringing upon, violating, or misappropriating any Company IP.

(e) IP Legal Actions and Orders. There are no Legal Actions pending or, to the Knowledge of the Company, threatened: (i) alleging any infringement or misappropriation of the Intellectual Property of any Person by the Company or any of its Subsidiaries; (ii) challenging the validity, enforceability, or ownership of any Company-Owned IP or the Company’s or any of its Subsidiaries’ rights with respect to any Company-Owned IP, in each case except for such Legal Actions that would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. The Company and its Subsidiaries are not subject to any outstanding Order that restricts or impairs the use of any Company-Owned IP, except where compliance with such Order would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(f) Protection and Maintenance. The Company and its Subsidiaries have used commercially reasonable efforts to maintain and protect all of the Company-Owned IP, including all Trade Secrets. Neither the Company nor any of its Subsidiaries is subject to any Contract containing any covenant or other provision that materially limits or restricts the ability of the Company or any of its Subsidiaries to use, assert, enforce, or otherwise exploit any Company-Owned IP anywhere in the world. To the Knowledge of the Company, the consummation by the Company of the transactions contemplated under this Agreement will neither violate nor result in the breach, modification, cancellation, termination or suspension of, or acceleration of any payments under, any of the Contracts relating to the Company IP.

(g) Software. Except as set forth on Section 3.07(g) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has (i) modified any Open Source Materials or (ii) incorporated any Open Source Materials into, or combined or linked Open Source Materials with, any proprietary Software of the Company or any of its Subsidiaries.

(h) Information Technology Systems. The Company Information Technology Systems are reasonably sufficient for the needs of the businesses of the Company and each of its Subsidiaries, including as to capacity, scalability and ability to process current peak volumes in a timely manner. The Company and each Subsidiary use commercially reasonable efforts to protect and secure the Company Information Technology Systems. The Company and each Subsidiary have taken commercially reasonable steps to provide for the continuity and integrity of the Company Information Technology Systems and the back-up of data and information stored or contained in or processed by such Company Information Technology Systems. Neither the Company nor any of its Subsidiaries has experienced any material disruption to, or material interruption in, the conduct of their respective businesses attributable to unauthorized access, introduction of a virus or other malicious programming, or other failure on the part of any computer software or information technology used by the Company or any Subsidiary.

(i) Personal Data Protection. Except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, (i) the Company and its Subsidiaries are in material compliance with their respective privacy policies and all applicable Privacy Laws and as of the date of this Agreement, have not received notice of, and to the Knowledge of the Company, there has been no violation of any such privacy policies or Privacy Laws, (ii) the Company and its Subsidiaries are in compliance in all material respects with all of their contractual commitments with respect to Personal Data in their possession or control and have commercially reasonable safeguards in place to protect Personal Data in their possession or control from unauthorized access or use consistent with all applicable Privacy Laws, (iii) to the Knowledge of the Company, there have been no data breaches involving any Personal Data collected, stored or processed by or on behalf of the Company or any of its Subsidiaries, (iv) neither the Company or any of its Subsidiaries nor, to the Knowledge of the Company, any other Person, has made any illegal or unauthorized use or disclosure of Personal Data that was collected by or on behalf of the Company or any of its Subsidiaries, and (v) the Company and its Subsidiaries are not subject to any contractual requirements that, following the Closing and as a result of the Closing, would prohibit the Company or its Subsidiaries after the Closing from receiving or using Personal Data substantially in the manner in which the Company and its Subsidiaries receive and use such Personal Data immediately prior to the Closing.

Section 3.08. Compliance; Permits.

(a) Compliance. Each of the Company and its Subsidiaries is and, since January 1, 2012, has been in compliance with, all Laws applicable to the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries or any of their respective businesses or properties is bound, except for such non-compliance that would

not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. Except as set forth on Section 3.08(a) of the Company Disclosure Letter, since January 1, 2012, no Governmental Entity has issued any notice or notification (i) stating that the Company or any of its Subsidiaries is not in compliance with, or is in violation of, any Law, or that any of the Company or any of its Subsidiaries is under investigation or the subject of an inquiry by any such Governmental Entity for such alleged noncompliance or violation by the Company or any of its Subsidiaries, or (ii) that would be reasonably likely to result in a material fine, assessment or cease and desist order, or the suspension, revocation or material limitation or restriction of any permit, except, in either case, as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. Except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, neither the Company nor any of its Subsidiaries has entered into any Contract or settlement with any Governmental Entity with respect to its noncompliance with, or violation of, any Law applicable to the Company or any of its Subsidiaries.

(b) Permits. The Company and its Subsidiaries hold, to the extent necessary to operate their respective businesses as such businesses are being operated as of the date hereof, all permits, licenses, registrations, variances, clearances, consents, commissions, franchises, exemptions, orders, authorizations, and approvals from Governmental Entities (collectively, “**Permits**”), except for any Permits for which the failure to obtain or hold would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. No suspension, cancellation, non-renewal, or adverse modifications of any Permits of the Company or any of its Subsidiaries is pending or, to the Knowledge of the Company, threatened, except for any such suspension or cancellation which would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. The Company and each of its Subsidiaries are in compliance with the terms of all Permits, except where the failure to be in such compliance would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(c) Sanctions Compliance. Neither the Company nor any of its Subsidiaries, nor any officers or directors thereof, nor to the Knowledge of the Company, any employees, or agents of the Company or any of its Subsidiaries (i) has been or is designated on, or is owned or controlled by any Person that has been or is designated on, any economic sanctions-related list of restricted Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, or any European Union member state, or (ii) is a national of, organized under the laws of, or resident in any country or territory which is itself the subject of any economic or financial sanctions by any Governmental Entity. Neither the Company nor any of its Subsidiaries, nor any agent of the Company or its Subsidiaries, has since January 1, 2012, directly or indirectly (x) used any funds for unlawful contributions, gifts, entertainment or other unlawful payments relating to political activity, or failed to disclose fully any such contributions in violation of Law, (y) given, offered, promised, or authorized to give, any money or thing of value to any Government Official, for the purpose of influencing an act or decision of the Government Official, or inducing the Government Official to use his or her influence or position to affect any government act or decision relating in any way to the business of

the Company or its Subsidiaries, or (z) made any other unlawful payment or given, offered, promised, or authorized to give, any money or thing of value to anyone in violation of any applicable Anti-Corruption Laws. All books and records of the Company and its Subsidiaries accurately and fairly reflect in all material respects, in reasonable detail, all transactions and dispositions of funds or assets, and there have been no intentionally false or fictitious entries made in such books or records relating to any illegal payment or secret or unrecorded fund, and neither the Company nor its Subsidiaries has established or maintained a secret or unrecorded fund. The Company has made available to Parent its policy relating to Anti-Corruption Laws.

Section 3.09. Litigation. Except as set forth on Section 3.09 of the Company Disclosure Letter, there is no claim, action, suit, arbitration, proceeding, audit, or investigation (each, a “**Legal Action**”), pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, in each case by or before any Governmental Entity, other than any such Legal Action that either does not involve an amount in controversy in excess of \$100,000 or would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. None of the Company or any of its Subsidiaries is subject to any order, writ, assessment, decision, injunction, decree, ruling, or judgment (“**Order**”) of a Governmental Entity or arbitrator, whether temporary, preliminary, or permanent, which would reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

Section 3.10. Brokers’ and Finders’ Fees. Except for fees payable to Headwaters BD, LLC and Teknos Associates LLC pursuant to the Contracts listed in Section 3.10 of the Company Disclosure Letter (which shall be paid in accordance with Section 5.12 immediately following the Closing), neither the Company nor any of its Subsidiaries has incurred, nor will it incur, directly or indirectly, any liability for investment banker, brokerage, or finders’ fees or agents’ commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

Section 3.11. Related Person Transactions. Except as set forth on Section 3.11 of the Company Disclosure Letter and employment Contracts entered into in the ordinary course of business consistent with past practice, including equity grants, and debt and equity purchases, there are no Contracts, transactions, arrangements, or understandings between the Company or any of its Subsidiaries, on the one hand, and any Affiliate (including any director, officer, or employee) thereof or any holder of 5% or more of the Company Ordinary Shares, but not including any wholly-owned Subsidiary of the Company, on the other hand (collectively, the “**Related Persons**”), nor do any such Related Persons have any interest in any Contract, asset or property (real or personal), tangible or intangible, owned, used in or pertaining to the business of the Company or any of its Subsidiaries (such Contracts, transactions, arrangements, understandings or interest are collectively, the “**Related Person Contracts**”). All notes receivable and notes payable of the Company or any of its Subsidiaries by or to any Related Person (the “**Affiliate Loans**”) have been paid in full, settled by way of capital contribution in kind, cancelled or otherwise discharged prior to the date of this Agreement or shall have been paid in full, settled by way of capital contribution in kind, cancelled or otherwise discharged prior to the Closing Date. Section 3.11 of the Company Disclosure Letter sets forth a correct and complete list of all outstanding Affiliate Loans and the outstanding balance and applicable interest payments under each Affiliate Loan as of the date of this Agreement. No Person owning

any of the share capital or other equity interests of the Company or any of its Subsidiaries is currently guaranteeing any obligation of the Company or any of its Subsidiaries under any guarantee, letter of credit bid bond or performance bond.

Section 3.12. **Employee Matters.**

(a) Schedule. Except for the Company Equity Awards and the Company Share Plans, Section 3.12(a) of the Company Disclosure Letter contains a true and complete list, as of the date hereof, of each material plan, program, policy, agreement, collective bargaining agreement, or other arrangement providing for compensation, severance, deferred compensation, performance awards, share or share-based awards, fringe, retirement, death, disability, or medical benefits or other employee benefits or remuneration of any kind, including each employment, termination, severance, retention, change in control, or consulting plan, program, arrangement, letter or agreement, in each case whether written or unwritten or otherwise, funded or unfunded, including each “employee benefit plan,” within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, which is or has been sponsored, maintained, contributed to, or required to be contributed to, by the Company, or any Company ERISA Affiliate for the benefit of any current or former employee, independent contractor, consultant, or director of the Company or any Company ERISA Affiliate (each, a “**Company Employee**”), or with respect to which the Company, or any Company ERISA Affiliates has any Liability (collectively, the “**Company Employee Plans**”). The Company has made available to Parent true and complete copies of each Company Employee Plan, together with all amendments thereto, and to the extent applicable, (i) all current summary plan descriptions, (ii) the three most recently filed required annual reports, including Form 5500s and any attachments thereto, (iii) the most recent determination letter or opinion letter, and (iv) any materials relating to any government investigation or audit or any submissions under any voluntary compliance procedures.

(b) Employee Plan Compliance. Each Company Employee Plan has been established, administered, and maintained in all material respects in accordance with its terms and in material compliance with applicable Laws. Each Company Employee Plan which is intended to be “qualified” within the meaning of Section 401(a) of the Code has received a favorable opinion or determination letter from the Internal Revenue Service, and, to the Knowledge of the Company, no event has occurred and no condition exists which could reasonably be expected to result in the revocation of any such opinion or determination letter.

(c) Plan Liabilities. Neither the Company nor any Company ERISA Affiliate has incurred or is expected to incur, either directly or indirectly, any liability under Title I or Title IV of ERISA, or related provisions of the Code or foreign Law relating to employee benefit plans.

(d) Certain Company Employee Plans. With respect to each Company Employee Plan:

(i) no such plan is or has been (A) subject to Section 412 of the Code or Section 302 or Title IV of ERISA (a “**Pension Plan**”), (B) a “multiemployer plan” within the meaning of Section 3(37) of ERISA, (C) a “multiple employer plan” within the meaning of Section 413(c) of the Code, or (D) a multiple employer welfare arrangement within the meaning of the Code (a “**MEWA**”), and neither the Company nor any Company ERISA Affiliate has at any time contributed to or had any Liability or obligation or is expected to have any Liability or obligation in respect of any such Pension Plan, multiemployer plan, multiple employer plan or MEWA;

(ii) no Legal Action has been initiated or, to the Knowledge of the Company, threatened by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan;

(iii) no “reportable event,” as defined in Section 4043 of ERISA, has occurred or is reasonably expected to occur with respect to any such plan; and

(iv) no Company Employee Plan provides post-employment or retiree medical, health or life insurance or other welfare type benefits for current or future retired or terminated employees, their spouses or their dependents (other than as required under Section 4980B of the Code or other similar state statute of a state of the United States).

(e) Section 409A Compliance. To the Knowledge of the Company, each Company Employee Plan that is a “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code has been administered in material operational and documentary compliance with such section and all applicable regulatory guidance (including, without limitation, proposed regulations, notices, rulings, and final regulations).

(f) Health Plan Compliance. The Company and each Company Employee Plan that is a “group health plan” as defined in Section 733(a)(1) of ERISA (a “**Company Health Plan**”) (i) is currently in compliance in all material respects with the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (“**PPACA**”), the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152 (“**HCERA**”) and all regulations and guidance issued thereunder (collectively, with PPACA and HCERA, the “**Healthcare Reform Laws**”), and (ii) has been in compliance in all material respects with applicable Healthcare Reform Laws since March 23, 2010. No event has occurred, and no condition or circumstance exists, that could reasonably be expected to subject the Company or any Company Health Plan to penalties or excise taxes under Sections 4980D, 4980H, or 4980I of the Code or any other provision of the Healthcare Reform Laws.

(g) COBRA. Each of the Company and its Subsidiaries complies in all material respects with the applicable requirements of COBRA or any similar state statute with respect to each Company Employee Plan that is a group health plan within the meaning of Section 5000(b)(1) of the Code or such state statute.

(h) Company Employee Plan Obligations. Except as set forth on Section 3.12(h) of the Company Disclosure Letter, neither the Company nor any Company ERISA Affiliate has any obligation to provide, and no Company Employee Plan or other agreement provides, any Person with the right to, a gross-up, indemnification, reimbursement or other payment for any excise or additional Taxes, interest or penalties incurred pursuant to Section 4999 or 409A of the Code or due to the failure of any payment to be deductible under Section 280G of the Code.

(i) Effect of Transaction. Except as set forth on Section 3.12(i) of the Company Disclosure Letter and as provided in Section 2.06 and Section 2.07, neither the execution or delivery of this Agreement, the consummation of the Merger, nor any of the transactions contemplated by this Agreement will (either alone or in combination with any other event): (i) entitle any current or former director, employee, contractor, or consultant of the Company to severance pay, bonus or any other payment, (ii) accelerate the timing of payment, funding, or vesting, or increase the amount of compensation or benefits due to any such individual, or (iii) increase the amount payable or result in any other material obligation pursuant to any Company Employee Plan. Without limiting the generality of the foregoing, except as set forth on Section 3.12(i) of the Company Disclosure Letter, no amount paid or payable by the Company in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) could be an “excess parachute payment” within the meaning of Section 280G of the Code (or any corresponding provisions of Law).

(j) Labor. Neither the Company nor any of its Subsidiaries is party to, or subject to, any collective bargaining agreement or other agreement with any labor organization, work council, or trade union with respect to any of its or their operations. There is no, and since January 1, 2014, there has been no, material work stoppage, slowdown, labor strike or other labor dispute pending or, to the Knowledge of the Company, threatened, against the Company or any of its Subsidiaries. None of the Company Employees are represented by a labor organization, work council, or trade union and, to the Knowledge of the Company, there is no, and since January 1, 2014, there has been no, organizing activity, union-related Legal Action, election petition, union card signing or other union activity, or union corporate campaigns of or by any labor organization, trade union, or work council directed at the Company or any of its Subsidiaries, or any Company Employees. There are no, and since January 1, 2014, there have been no, Legal Actions, government investigations, or labor grievances pending, or, to the Knowledge of the Company, threatened relating to any employment related matter involving any Company Employee or applicant. Except as set forth on Section 3.12(j)(i) of the Company Disclosure Letter, all Company Employees have been properly classified and compensated for all time worked in accordance with all applicable Laws and Company Employee Plans. Except as set forth on Section 3.12(j)(ii) of the Company

Disclosure Letter, all Company Employees are employed on an at-will basis and their employment can be terminated at any time for any reason without any amounts being owed to such individual.

Section 3.13. Real Property and Personal Property Matters.

(a) Owned Real Estate. Neither the Company nor any of its Subsidiaries has or has ever had any Owned Real Estate.

(b) Leased Real Estate. Section 3.13(b) of the Company Disclosure Letter contains a true and complete list of all Leases as of the date hereof for Leased Real Estate (including the date and name of the parties to such Lease). Except as set forth on Section 3.13(b) of the Company Disclosure Letter, with respect to each of the Leases: (i) such Lease is legal, valid, binding, enforceable, and in full force and effect; and (ii) neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to the Lease, is in material breach or default under such Lease, and no event has occurred or circumstance exists which, with or without notice, lapse of time, or both, would constitute a material breach or default under such Lease. Except for Permitted Liens, neither the Company nor any of its Subsidiaries has assigned, pledged, mortgaged, hypothecated, or otherwise transferred any Lease or any interest therein nor, to the Knowledge of the Company, has the landlord with respect to any Lease, the Company or any of its Subsidiaries subleased, licensed, or otherwise granted any Person (other than another wholly-owned Subsidiary of the Company) a right to use or occupy such Leased Real Estate or any portion thereof. None of the Company or its Subsidiaries has received any written notice from the other party to any Lease of any default under or the termination or proposed termination thereof. The leasehold interests relating to the Leases are free and clear of all Liens other than Permitted Liens. There is no pending or, to the Knowledge of the Company, threatened condemnation, expropriation, eminent domain or similar proceeding affecting all or any part of the Leased Real Estate, and neither the Company nor any of its Subsidiaries have received any written notice thereof.

(c) Personal Property. Except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, the Company and each of its Subsidiaries are in possession of and have good and marketable title to, or valid leasehold interests in or valid rights under contract to use, the equipment, furniture, fixtures, and other tangible personal property and assets owned, leased, or used by the Company or any of its Subsidiaries, free and clear of all Liens other than Permitted Liens.

(d) Title to Assets. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole, the Company and its Subsidiaries have good title to, or valid leasehold interests in, all property and assets reflected on the Company Balance Sheet or acquired after the date of the Company Balance Sheet, except as have been disposed of since the date of the Company Balance Sheet in the ordinary course of business.

Section 3.14. **Environmental Matters.**

(a) Except for such matters as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, the Company and its Subsidiaries are in compliance with all Environmental Laws, which compliance includes the possession, maintenance of, compliance with, or application for, all Permits required under applicable Environmental Laws for the operation of the business of the Company and its Subsidiaries as currently conducted (such Permits, “**Environmental Permits**”). All Environmental Permits are valid and in good standing, in each case, except as, individually or in the aggregate, would not material to the Company and its Subsidiaries, taken as a whole. No Environmental Permit will be subject to any material modification or revocation as a result of the transactions contemplated by this Agreement. Neither the Company nor any Subsidiary of the Company has received any written communication from a Governmental Entity that alleges that the Company or any Subsidiary of the Company is in violation of, or has liability under, any Environmental Law or any Environmental Permit, except for such noncompliance, violation or liability as, individually or in the aggregate, would not be material to the Company and its Subsidiaries, taken as a whole.

(b) There are no material Environmental Claims pending or, to the Knowledge of the Company, threatened against the Company or any of the Subsidiaries of the Company.

(c) To the Knowledge of the Company, there have been no Releases of any Hazardous Substance at the Leased Real Estate that could reasonably be expected to form the basis of any Environmental Claim against the Company or any of the Subsidiaries of the Company or against any Person whose liabilities for such Environmental Claims the Company or any of the Subsidiaries of the Company has retained or assumed, either contractually or by operation of Law other than such matters as, individually or in the aggregate, would not be material to the Company and its Subsidiaries, taken as a whole.

Section 3.15. **Material Contracts.**

(a) Material Contracts. For purposes of this Agreement, “**Company Material Contract**” shall mean the following to which the Company or any of its Subsidiaries is a party or any of the respective assets are bound (excluding any Leases, Company Share Options or Warrants):

(i) any employment or consulting Contract (in each case with respect to which the Company has continuing obligations as of the date hereof) with any current (x) officer of the Company, (y) member of the Company Board, or (z) Company Employee providing for an annual base salary or payment in excess of \$50,000;

(ii) any Contract that purports to limit in any material respect the right of the Company or any of its Subsidiaries (or, at any time after the consummation of the Merger, Parent or any of its Subsidiaries) (x) to engage in any line of

business, (y) compete with any Person or solicit any client or customer, or (z) operate in any geographical location;

(iii) any Contract (other than this Agreement) relating to the disposition or acquisition, directly or indirectly (by merger, sale of shares, sale of assets, or otherwise), by the Company or any of its Subsidiaries of assets or capital stock or other equity interests of any Person, in each case with a fair market value in excess of \$50,000, other than Contracts pursuant to which software is developed for (or for the use of) the Company;

(iv) any Contract that (x) grants any right of first refusal, right of first offer, or similar right with respect to any material assets, rights, or properties of the Company or its Subsidiaries or (y) contains exclusivity or most favored nation obligations;

(v) any (x) mortgages, indentures, guarantees, loans, or credit agreements, security agreements, or other Contracts, in each case relating to indebtedness for borrowed money, whether as borrower or lender, in each case in excess of \$50,000, or (y) Contracts that create in favor of any Person a Lien (other than Permitted Liens) on all or any part of any property or asset of the Company or any of its Subsidiaries, other than, in each case, (I) accounts receivables and payables, and (II) loans to direct or indirect wholly-owned Subsidiaries of the Company;

(vi) any Contract that is or would be required to be filed as of the date of this Agreement by the Company or any of the Subsidiaries of the Company as a “material contract” pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations*;

(vii) any Contract evidencing partnerships or joint ventures in which the Company or any of its Subsidiaries has an interest;

(viii) any Contract evidencing or relating to any obligations of the Company or any of its Subsidiaries with respect to the issuance, sale, repurchase or redemption of any Company Securities or Company Subsidiary Securities;

(ix) any Contract (x) to which any Governmental Entity is a party or under which any Governmental Entity has any rights or obligations, or (y) directly or indirectly benefiting any Governmental Entity;

(x) any Contract with any distributors, brokers, data suppliers, data providers or customers of, or suppliers to, the Company or its Subsidiaries which involved payments to or from the Company or any of the Subsidiaries of the Company in the most recent 12-month period in excess of \$75,000;

(xi) any Related Person Contract other than employment Contracts entered into in the ordinary course of business consistent with past practice, including equity grants, and debt and equity purchases;

(xii) any Lease and any capital lease, operating lease or conditional sales Contract relating to personal property under which the Company or any of the Subsidiaries of the Company is the lessee and is obligated to make payments more than \$50,000 per annum;

(xiii) except for Contracts with data suppliers or data providers disclosed pursuant to Section 3.15(a)(x) and Contracts with data suppliers or data providers which involved payments to or from the Company or any of the Subsidiaries of the Company in the most recent 12-month period of less than \$75,000, any Contract involving a license to, a covenant not to assert claims of infringement or misappropriation relating to, the payment of a royalty or other fee for, or a Consent or other similar agreement regarding the grant or transfer of any rights or interests in, or the creation or development of, any Intellectual Property, including agreements involving licensing of Intellectual Property or Software to another Person and agreements involving third-party Intellectual Property or Software licensed to the Company or any of its Subsidiaries (other than those license agreements relating to commercially available off-the-shelf third-party software entered into by the Company or any of its Subsidiaries in the ordinary course of business for third-party software that is not used in or otherwise incorporated into or distributed with any product or service of the Company or any Subsidiary, in which the aggregate annual fees, including hosting fees, maintenance and support fees, and other services fees as well as license fees and royalty fees, paid by the Company or any of its Subsidiaries not exceed \$25,000 individually); or

(xiv) any other Contract under which the Company or any of its Subsidiaries is obligated to make payment or incur costs in excess of \$75,000 in any year and which is not otherwise described in clauses (i)–(xiii) above.

(b) Schedule of Material Contracts; Documents. Section 3.15(b) of the Company Disclosure Letter sets forth a true and complete list as of the date hereof of all Company Material Contracts. The Company has made available to Parent true and complete copies of each written Company Material Contract and included a description of each oral Company Material Contract on Section 3.15(b) of the Company Disclosure Letter.

(c) No Breach. (i) All the Company Material Contracts are valid and binding on the Company or its applicable Subsidiary, enforceable against it in accordance with its terms, and is in full force and effect, (ii) neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any third party has violated any material provision of, or failed to perform any material obligation required under the provisions of, any Company Material Contract, and (iii) neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any third party is in breach of or default under, or has received written notice of breach of or default under, nor is there any event or condition that, with notice or lapse of time or both, could reasonably be expected to constitute a breach or default under, any Company Material Contract.

Section 3.16. **Insurance.** Except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, all insurance policies of the Company and its Subsidiaries are in full force and effect and all premiums due and payable thereon have been paid in full. Except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, neither the Company nor any of its Subsidiaries is in breach or default in any respect of any of such insurance policies, and no event has occurred or circumstance exists which, with or without notice, lapse of time, or both, could reasonably be expected to constitute a breach or default under such insurance policies. Except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, no notice of cancellation or termination, other than pursuant to the expiration of a term in accordance with the terms thereof, or any denial of coverage has been received with respect to any such policy. The Company and the Subsidiaries of the Company maintain insurance coverage adequate and customary in the industry for the operation of their respective businesses.

Section 3.17. **Fairness Opinion.** The Company has received the opinion of an independent third party to the effect that, as of the date of this Agreement and based upon and subject to the qualifications and assumptions set forth therein, the Merger Consideration is fair, from a financial point of view, to the holders of Company Ordinary Shares, and, as of the date of this Agreement, such opinion has not been withdrawn, revoked, or modified; a signed copy of such opinion will be delivered to Parent promptly following the execution and delivery of this Agreement.

Section 3.18. **Canadian Securities Law Matters.**

(a) The Company is a “reporting issuer” in good standing under applicable Canadian Securities Laws in each of the provinces of British Columbia, Alberta and Ontario and does not appear on any list of defaulting reporting issuers.

(b) The Company Ordinary Shares are listed and posted for trading on the TSXV and the Company is in compliance in all material respects with all rules and policies of the TSXV. The Company Ordinary Shares are not listed on any market other than the TSXV but, for the avoidance of doubt, such shares are traded “over the counter” in the United States.

(c) The Company has not taken any action to cease to be a reporting issuer in any province or territory of Canada nor has the Company received notification from any Canadian Securities Regulatory Authority seeking to revoke the reporting issuer status of the Company. Except as set forth on Section 3.18(c) of the Company Disclosure Letter, no delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of the Company is in effect, has been threatened, or is expected to be implemented or undertaken, or, to the Knowledge of the Company, is pending, and the Company is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to any such order or restriction.

Section 3.19. **Canadian Securities Filings.**

(a) Since January 1, 2012, the Company has filed with all applicable Canadian Securities Regulatory Authorities true and complete copies of the Public Company Documents that the Company is required to file therewith. The Public Company Documents at the time filed (and as of the date of any amendment): (i) did not contain any Misrepresentation; and (ii) complied in all material respects with the requirements of applicable Canadian Securities Laws. The Company has not filed any confidential material change report with any Canadian Securities Regulatory Authority which at the date hereof remains confidential.

(b) Except as may have been corrected by any subsequent filing prior to the date hereof, each Public Company Document that is a prospectus, as amended or supplemented, if applicable, filed pursuant to the Canadian Securities Laws, as of the date such prospectus or amendment became effective, did not contain any Misrepresentation.

(c) The Company has established and maintains a system of disclosure controls and procedures (as such term is defined in Canadian National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) to provide reasonable assurance that (i) material information relating to the Company is made to the Company's management, including its chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure and (ii) information required to be disclosed by the Company in such annual or interim filings or other reports filed or submitted by it under Canadian Securities Laws, is recorded, processed, summarized and reported within the time periods specified in the Canadian Securities Laws.

(d) The Company has established and maintains a system of internal control over financial reporting (as such term is defined in Canadian National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS.

(e) Except as set forth on Section 3.19(e) of the Company Disclosure Letter, there is no material weakness (as such term is defined in Canadian National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) or significant control deficiency relating to the design, implementation or maintenance of the Company's internal control over financial reporting, or fraud, whether or not material, that involves management or other employees that have a significant role in the internal control over financial reporting of the Company.

(f) The Company has listed in Section 3.19(f) of the Company Disclosure Letter and otherwise made available to Parent all material correspondence between any and all of the Canadian Securities Regulatory Authorities and their staff since January 1, 2012 on the one hand, and the Company and any of the Subsidiaries of the Company on the other hand. As of the date hereof, there are no outstanding or unresolved comments in comment letters from the Canadian Securities Regulatory

Authorities' staff (ignoring the Company's date of receipt) with respect to any of the Public Company Documents. To the Knowledge of the Company, none of the Public Company Documents or Canadian Securities Regulatory Authorities' staff reports is the subject of an ongoing review by a Canadian Securities Regulatory Authority or its staff, or outstanding comments or investigation by a Canadian Securities Regulatory Authority or its staff.

(g) Since January 1, 2012, no director or executive officer of the Company or any of the Subsidiaries of the Company has received any substantive complaint, allegation, assertion or claim, whether written or oral, that the Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices.

Section 3.20. Financial Statements. (a) The audited consolidated financial statements and unaudited consolidated interim financial statements of the Company included in the Public Company Documents fairly present in all material respects the consolidated financial position of the Company and the consolidated Subsidiaries of the Company as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended, (b) any audited consolidated financial statements and/or unaudited consolidated interim financial statements of the Company included in the Public Company Documents filed subsequent to the date hereof (such audited and unaudited financial statements, the "**Financial Statements**") will fairly present in all material respects the consolidated financial position of the Company and the consolidated Subsidiaries of the Company as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal year-end audit adjustments and the absence of footnotes in the case of any unaudited interim financial statements, in each case, the effect of which will not be material), and (c) there has not been any reportable event (within the meaning of Section 4.11 of Canadian National Instrument 51-102 - *Continuous Disclosure Obligations*) between the Company and its auditors. The Financial Statements were derived from the books and records of the Company and its Subsidiaries, which books and records accurately reflect in all material respects each of their assets and liabilities.

Section 3.21. Communication to Shareholders. The Information Circular will, at the date the Information Circular is first mailed to the Company's members and at the time of the Company Members Meeting, not contain any Misrepresentation. The Information Circular will comply as to form in all material respects with the requirements of the Canadian Securities Laws and the rules and regulations thereunder. No representation is made by the Company with respect to statements made or incorporated by reference therein based on written information supplied by Parent or Merger Sub expressly for inclusion or incorporation by reference therein.

Section 3.22. Customers and Brokers.

(a) Section 3.22(a) of the Company Disclosure Letter sets forth a true and complete list of:

(i) each customer of the Company or any of its Subsidiaries who, on a consolidated basis, made purchases in an aggregate amount equal to \$75,000 or more for the twelve (12) month period ended December 31, 2016 (the "**Top Customers**"); and

(ii) each broker selling the services of the Company or any of its Subsidiaries from which, on a consolidated basis, the Company received revenues in an aggregate amount equal to \$75,000 or more for the twelve (12) month period ended December 31, 2016 (the “**Top Brokers**”).

(b) Except as set forth on Section 3.22(b) of the Company Disclosure Letter, since January 1, 2016, there has been no termination, cancellation or threatened termination or cancellation of or material limitation of, or any material modification or change in, the business relationship between the Company or any of its Subsidiaries and any of the Top Customers or Top Brokers. Except as set forth on Section 3.22(b) of the Company Disclosure Letter, to the Knowledge of the Company, no Top Customer or Top Broker intends to cease to contract, or substantially reduce its business, with the Company or any of its Subsidiaries as a result of the transactions contemplated by this Agreement or otherwise. Except as set forth on Section 3.22(b) of the Company Disclosure Letter, as of the date hereof, none of the Top Customers or Top Brokers has notified the Company or any of its Subsidiaries of its intention to materially decrease or materially limit its purchases from the Company or any of its Subsidiaries. There exists no material dispute with any Top Customer or Top Broker.

Section 3.23. **No Other Representations or Warranties.** Except for the representations and warranties contained in this Agreement (including the Company Disclosure Letter), none of the Company or its Subsidiaries or any other Person acting on their behalf has made or makes any other express or implied (at law or in equity) representation or warranty, either written or oral, on behalf of the Company or its Subsidiaries or relating to the their business or any of their assets, including any representation or warranty (a) as to merchantability or fitness for any particular purpose, (b) as to the accuracy or completeness of any information furnished or made available to Parent, Merger Sub or their Affiliates, agents or Representatives (including any information, documents or material in any physical or virtual data room, management presentations or in any other form in expectation of the transactions contemplated hereby), (c) as to the future revenue, profitability or success of the business of the Company or its Subsidiaries, or (d) arising from statute or otherwise under any law, rule or regulation, and any and all such representations or warranties are hereby expressly disclaimed.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub hereby jointly and severally represent and warrant to the Company as of the date hereof and as of the Closing Date as follows:

Section 4.01. **Organization.** Parent is a limited liability company duly formed, validly existing, and in good standing under the Laws of the jurisdiction of its formation. Merger Sub is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation.

Section 4.02. **Share Capital.** Immediately prior to the Effective Date, the authorized share capital of the Merger Sub consists of 50,000 ordinary shares. As of the close of business on June 15, 2017, 1 ordinary share was issued and outstanding, and since such date and through

the date hereof, no additional ordinary shares have been issued. All of the outstanding shares of the Merger Sub are duly authorized, validly issued, fully paid, and non-assessable, and not subject to any pre-emptive rights.

Section 4.03. Authority; Non-Contravention; Governmental Consents.

(a) Authority. Each of Parent and Merger Sub has all requisite limited liability company or corporate power, respectively, and authority to enter into and to perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the transactions contemplated hereby have been duly authorized by all necessary limited liability company or corporate action, respectively, on the part of Parent and Merger Sub and no other corporate proceedings on the part of Parent or Merger Sub are necessary to authorize the execution and delivery of this Agreement or to consummate the Merger and the other transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming due execution and delivery by the Company, constitutes the legal, valid, and binding obligation of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Non-Contravention. The execution, delivery, and performance of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the transactions contemplated by this Agreement do not and will not: (i) contravene or conflict with, or result in any violation or breach of, (A) the certificate of formation or limited liability company operating agreement of Parent (B) the certificate of incorporation or by-laws of Merger Sub; (ii) assuming that all of the Consents contemplated by clauses (i) through (v) of Section 4.03(c) have been obtained or made, conflict with or violate any Law applicable to Parent or Merger Sub or any of their respective properties or assets; (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the Parent's or Merger Sub's loss of any benefit or the imposition of any additional payment or other liability under, or alter the rights or obligations of any third party under, or give to any third party any rights of termination, amendment, acceleration, or cancellation, or require any Consent under any Contract to which Parent or its Subsidiaries, including Merger Sub, are a party or otherwise bound; or (iv) result in the creation of any Lien (other than Permitted Liens) on any of the properties or assets of Parent or Merger Sub, except, in the case of each of clauses (ii), (iii), and (iv), for any conflicts, violations, breaches, defaults, loss of benefits, additional payments or other liabilities, alterations, terminations, amendments, accelerations, cancellations, or Liens that, or where the failure to obtain any Consents, in each case, would not reasonably be expected to have a material adverse effect on Parent's and Merger Sub's ability to consummate the transactions contemplated by this Agreement.

(c) Governmental Consents. No Consent of any Governmental Entity is required to be obtained or made by Parent or Merger Sub in connection with the

execution, delivery, and performance by Parent and Merger Sub of this Agreement or the consummation by Parent and Merger Sub of the Merger and other transactions contemplated hereby, except for: (i) the filing of this Agreement and documents ancillary thereto, including the Cayman Plan of Merger, with the Registrar of Companies in the Cayman Islands; (ii) such Consents as may be required under Antitrust Laws, in any case that are applicable to the transactions contemplated by this Agreement; (iii) such Consents as may be required under applicable securities Laws or the rules and regulations of New York Stock Exchange; (iv) the Other Governmental Approvals; and (v) such other Consents which if not obtained or made would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Parent's and Merger Sub's ability to consummate the transactions contemplated by this Agreement.

Section 4.04. Communication to Shareholders. None of the information with respect to Parent or Merger Sub that Parent or any of its Representatives furnishes in writing to the Company for use or incorporation in the Information Circular will, at the date each such communication is first mailed to the Company's members or at the time of the Company Members Meeting or at the time of any amendment or supplement thereof, contain any Misrepresentation.

Section 4.05. Financial Capability. Parent has and will cause Merger Sub to have, prior to the Effective Date, sufficient funds to pay the aggregate Merger Consideration contemplated by this Agreement and to perform the other obligations of Parent and Merger Sub contemplated by this Agreement.

Section 4.06. Legal Proceedings. As of the date hereof, there is no pending or, to the knowledge of Parent, threatened Legal Action against Parent or any of its Subsidiaries, including Merger Sub, nor is there any Order imposed upon Parent or any of its Subsidiaries, including Merger Sub, in each case, by or before any Governmental Entity, that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on Parent's and Merger Sub's ability to consummate the transactions contemplated by this Agreement.

Section 4.07. Ownership of Company Ordinary Shares. Neither Parent nor any of its Affiliates or "joint actors" (as defined in MI 61-101): (i) beneficially owns or exercises control or direction over any Company Ordinary Shares or other securities of the Company; or (ii) has any agreement, commitment or understanding with any "related party" (as defined in MI 61-101) of the Company. No Person is acting jointly or in concert with Parent in connection with the Merger.

Section 4.08. Brokers. Neither Parent nor Merger Sub, nor any of their Affiliates has incurred, nor will it incur, directly or indirectly, any liability for investment banker, brokerage, or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby for which the Company would be liable in connection the Merger.

Section 4.09. No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV, none of Parent, Merger Sub or any other Person acting on their behalf has made or makes any other express or implied (at law or in

equity) representation or warranty, either written or oral, on behalf of Parent or Merger Sub, including any representation or warranty (a) as to the accuracy or completeness of any information furnished or made available to the Company or its Subsidiaries or their Affiliates, agents or Representatives (including any information, documents or material in any form in expectation of the transactions contemplated by this Agreement), or (b) arising from statute or otherwise under any law, rule or regulation, and any and all such representations or warranties are hereby expressly disclaimed.

Section 4.10. Independent Investigation. Parent and Merger Sub have conducted their own independent investigation, review and analysis of the Company and its Subsidiaries, their business and their assets and liabilities, and acknowledge that they have been provided the access requested by them to the documents and data of the Company and its Subsidiaries, their business and their assets and liabilities for such purpose. Parent and Merger Sub acknowledge and agree that: (a) in making their decision to enter into this Agreement and to consummate the transactions contemplated hereby, they have relied solely upon their own investigation (including the documents and data provided by the Company and its Subsidiaries and their Representatives) and the express representations, warranties and covenants of the Company set forth in this Agreement (including the Company Disclosure Letter); and (b) none of the Company or its Subsidiaries or any other Person has made any representation or warranty as to the Company or its Subsidiaries or their business, assets or liabilities, except as expressly set forth in this Agreement (including the Company Disclosure Letter), on which the Parent and Merger Sub are relying or have relied on in entering into this Agreement and consummating the transactions contemplated hereby. With respect to Parent's and Merger Sub's receipt from or on behalf of the Company and its Subsidiaries of certain projections, including projected statements of operating revenues and income from operations of the Company and its Subsidiaries and their business, Parent and Merger Sub acknowledge that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Parent and Merger Sub are familiar with such uncertainties, and that, except to the extent set forth in this Agreement (including the Company Disclosure Letter), Parent and Merger Sub have received no representation or warranty from the Company and its Subsidiaries or any other Person acting on their behalf with respect to such estimates, projections and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts and plans).

ARTICLE V COVENANTS

Section 5.01. Conduct of Business of the Company. Except as expressly contemplated by this Agreement, the transactions contemplated by this Agreement or as required by applicable Law or with the prior written consent of Parent (*provided*, that such consent shall not be unreasonably withheld, conditioned, or delayed), the Company shall, and shall cause each of its Subsidiaries to, during the period from the date of this Agreement until the earlier to occur of the Effective Date or the termination of this Agreement in accordance with the terms set forth in Article VII, conduct its business in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing and except as expressly contemplated by this Agreement, the transactions contemplated by this Agreement or as required by applicable Law or with the prior written consent of Parent (*provided* that such consent shall not be unreasonably withheld, conditioned, or delayed; *provided, further*, that, with respect to Section

5.01(o), such consent shall be deemed to have been given if Parent does not object within four (4) days from the date on which a written request for such consent is provided by the Company to Parent), during the period from the date of this Agreement until the earlier to occur of the Effective Date or the termination of this Agreement in accordance with the terms set forth in Article VII, the Company shall not, and, to the extent it is within its power and it shall not propose any such actions, shall not permit any Subsidiaries of the Company to:

(a) declare, set aside, or pay any dividend or other distribution (whether in cash, shares or property or any combination thereof) in respect of any Company Ordinary Shares;

(b) fail to use reasonable efforts to maintain working capital in an amount reasonably consistent with past practice; *provided, however*, that the Company shall be permitted to utilize working capital to pay off any indebtedness of the Company without the consent of Parent;

(c) fail to use its commercially reasonable efforts to preserve intact its business organizations and relationships with third parties and to keep available the services of its present officers and key employees;

(d) amend its Charter Documents;

(e) (i) split, combine or reclassify any of its share capital or shares of its capital stock, or (ii) redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any Company Securities or any Company Subsidiary Securities except pursuant to any Company Employee Plan or any other existing Contract;

(f) (i) issue, deliver or sell, or authorize the issuance, delivery or sale of, any shares of any Company Securities or Company Subsidiary Securities, other than the issuance of Company Ordinary Shares upon the exercise of Company Share Options and Warrants issued and outstanding as of the date hereof and solely in accordance with the terms of such Company Share Options, or (ii) amend any term of any Company Security or any Company Subsidiary Security;

(g) file any prospectus of any type or nature with any applicable securities regulatory authority or issue or deliver any offering, explanatory or private placement memorandum to any potential investor;

(h) except as set forth on Schedule 5.01(h), acquire (by merger, consolidation, acquisition of shares or assets or otherwise), directly or indirectly, any material amount of assets, securities, properties, interests or businesses, other than (i) as expressly required pursuant to the terms of any Company Material Contracts in force on the date of this Agreement or (ii) in the ordinary course of business for a purchase price of \$50,000 or less in the aggregate;

(i) sell, lease, transfer, encumber, dispose of or otherwise subject to any Lien (other than Permitted Liens), any of its material assets, securities, properties, interests or

businesses, other than (i) as expressly required pursuant to the terms of any Contracts in force on the date of this Agreement or (ii) in the ordinary course of business for a purchase price of \$25,000 or less in any single case or \$50,000 in the aggregate;

(j) other than in connection with actions permitted by Section 5.01 or in the ordinary course of business, make any material loans, advances or capital contributions to, or investments in, any other Person (other than (i) loans or advances between and among the Company and/or any of its wholly-owned Subsidiaries and (ii) capital contributions to or investments in wholly-owned Subsidiaries);

(k) incur any indebtedness for borrowed money or guarantees thereof, other than (i) indebtedness under the Company's credit facility with the Lender in an amount less than \$500,000 in the aggregate, (ii) indebtedness incurred between or among the Company and/or any of its wholly-owned Subsidiaries or between any of such wholly-owned Subsidiaries or guarantees by the Company of indebtedness of any wholly-owned Subsidiary, or (iii) indebtedness used for payment of the Termination Fee (including, for the avoidance of doubt, indebtedness under the Company's credit facility with the Lender in excess of the amount set forth in clause (i));

(l) other than as required by Law, as required under any Company Employee Plan in effect as of the date hereof or as set forth on Schedule 5.01(l), (i) grant, increase or agree to grant or increase any severance or termination pay to (or amend any existing severance pay or termination arrangement with) any current or former officer, employee, director, or individual consultant of the Company or any of its Subsidiaries, (ii) establish, adopt, modify, amend or terminate any collective bargaining agreement or Company Employee Plan (or agreement that would be a Company Employee Plan if in existence as of the date hereof), other than modifications to any Company Employee Plan that is an employee welfare benefit that are made in the ordinary course of business consistent with past practice and do not result in a material increase in cost to Parent, (iii) increase or agree to increase the direct or indirect compensation, commission, bonus or other benefits payable to any current or former officer, employee, director, or individual consultant of the Company or any of its Subsidiaries, (iv) hire or terminate the employment of any officer of the Company or any of its Subsidiaries other than terminations of employment to address performance or behavioral problems, or (v) enter into or make any loans to any of its current or former officers, employees, directors, or individual consultants (other than loans to non-officer employees in the ordinary course of business consistent with past practice and expense reimbursements owed to Company Employees or directors);

(m) communicate with employees of the Company or any of its Subsidiaries regarding the future compensation, commission, bonus, benefits or other treatment (if any) that they will receive following the Closing, other than (i) any such communication which is consistent with prior directives or documentation provided to Parent by the Company (in which case, the Company shall provide Parent with prior notice of, and the opportunity to review and comment upon, any such communication), (ii) any such communication which addresses any employee's right to receive Merger Consideration or any employee's treatment of his or her equity awards or Warrants, or (iii) any such

communication which addresses any employee in their capacity as a member of the Company;

(n) change the Company's methods of accounting, except as required by concurrent changes in IFRS, or as agreed to by its independent public accountants;

(o) enter into, renew, extend, amend or terminate any Contract that is or would constitute a Company Material Contract;

(p) waive, settle or compromise any material pending or threatened Legal Action, other than waivers, settlements or compromises that involve only the payment of monetary damages by the Company or any of its Subsidiaries in an amount not to exceed \$25,000 with respect to any single Legal Action or \$50,000 in the aggregate;

(q) waive, settle or compromise any insurance claims in excess of \$25,000 in any single claim or \$50,000 in the aggregate;

(r) make any capital expenditures with respect to the Company or its Subsidiaries, other than capital expenditures in accordance with the Company's budget for fiscal year 2017 (as provided to Parent prior to the date hereof);

(s) adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization of the Company or its Subsidiaries, other than as contemplated by this Agreement;

(t) change any method of Tax accounting, make or change any Tax election, file any amended Tax Return, settle or compromise any Tax liability, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of Taxes, enter into any closing agreement with respect to any Tax or surrender any right to claim a Tax refund; or

(u) agree or commit in writing to do any of the foregoing.

Section 5.02. **Access to Information; Confidentiality.**

(a) From the date of this Agreement until the earlier to occur of the Effective Date or the termination of this Agreement in accordance with the terms set forth in Article VII (the "**Pre-Closing Period**"), the Company shall, and shall cause its Subsidiaries to (i) afford to Parent and Parent's Representatives reasonable access during normal business hours upon reasonable prior notice and in a manner as shall not interfere with the business or operations of the Company or any Subsidiary thereof, to the personnel, offices, properties, businesses, operations, and books and records of the Company and its Subsidiaries, and other data and information regarding the Company and its Subsidiaries as Parent may request, and provide copies thereof to Parent, and (ii) cause its officers to confer regularly with Parent concerning the status of the Company's business as Parent may request. In addition, during the Pre-Closing Period, the Company shall promptly provide Parent with (A) all material operating and financial reports prepared by the Company and its Subsidiaries for the Company's management,

including copies of the unaudited monthly consolidated financial statements and (B) any other written reports or other written materials reasonably requested by Parent. Neither the Company nor any of its Subsidiaries shall be required to provide access to or disclose information where such access or disclosure would jeopardize the protection of attorney-client privilege or contravene any Law.

(b) Parent and the Company shall comply with, and shall cause their respective Representatives to comply with, all of their respective obligations under the Mutual Confidentiality Agreement, dated November 17, 2016, between Equifax Inc. and the Company (the “**Non-Disclosure Agreement**”), which shall survive the termination of this Agreement in accordance with the terms set forth therein.

Section 5.03. Other Proposals; Fiduciary Duties.

(a) The Company shall not, and shall cause its Subsidiaries not to, and shall cause its Representatives not to, directly or indirectly, (i) solicit, initiate or take any action to knowingly facilitate or encourage the submission of any Takeover Proposal, (ii) furnish information to or afford access to the business, employees, officers, contracts, properties, assets, or books and records of the Company or any of the Subsidiaries of the Company to any Person or any Person’s Representatives in connection with any Takeover Proposal or inquiry in respect thereof, (iii) enter into, continue or maintain discussions or negotiations with any Person or any Person’s Representatives with respect to any Takeover Proposal or inquiry in respect thereof, (iv) otherwise cooperate with or assist or participate in or knowingly facilitate any discussions or negotiations regarding, or furnish or cause to be furnished to any Person or Group any information with respect to, or take any other action to knowingly facilitate any inquiry regarding, or the making of any proposal that constitutes, or could be reasonably expected to result in, a Takeover Proposal, (v) and the Company Board shall not, approve, agree to, accept, endorse or recommend any Takeover Proposal or otherwise make any Company Adverse Recommendation Change or resolve to do so, (vi) submit to a vote of its members any Takeover Proposal, (vii) enter into any Company Acquisition Agreement, or (viii) grant any waiver, amendment or release under any standstill or confidentiality Contract or takeover, control share or similar Law (and shall not fail to enforce any such provisions). Without limiting the foregoing, it is agreed that in the event any Representative of the Company takes any action, which, if taken by the Company, would constitute a breach of this Section 5.03(a), then the Company shall be deemed to be in breach of this Section 5.03(a). The Company shall, and shall cause its Subsidiaries to, cease immediately and cause to be terminated, and shall not authorize any of its or their Representatives to continue, any and all activities, discussions, or negotiations then existing, if any, with any third party conducted prior to the date hereof with respect to any Takeover Proposal and shall request any such third party in possession of non-public information in respect of the Company or any of its Subsidiaries that was furnished by or on behalf of the Company and its Subsidiaries to return or destroy all such information.

(b) Notwithstanding Section 5.03(a), the Company Board, directly or indirectly through any Representative, may, prior to the Company Members Meeting, (i) participate in negotiations or discussions with any third party that has made (and not

withdrawn) a bona fide and unsolicited Takeover Proposal or any inquiry containing (A) a request for non-public information or (B) that could reasonably be expected to lead to a Takeover Proposal (each, an “**Inquiry**”) (*provided*, that such Takeover Proposal or Inquiry does not result from a breach of this Section 5.03) that the Company Board has determined in good faith, after consultation with its financial advisor and outside legal counsel, constitutes or would reasonably be expected to constitute a Superior Proposal, (ii) thereafter furnish to such third party non-public information relating to the Company or any of its Subsidiaries pursuant to an executed confidentiality agreement that constitutes an Acceptable Confidentiality Agreement (provided for informational purposes only to Parent substantially concurrently (and in any event within 24 hours) after the execution thereof), and/or (iii) take any action that any court of competent jurisdiction orders the Company to take, but in each case referred to in the foregoing clauses (i) and (ii), only if the Company Board determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to cause the Company Board to be in breach of its fiduciary duties under applicable Law. Nothing contained herein shall prevent the Company Board from disclosing any matter to the Company’s members if the Company Board determines that failure to disclose such position would constitute a breach of applicable Law.

(c) Promptly (but in no event more than 24 hours) following receipt by the Company or any of the Subsidiaries of the Company or its or their respective Representatives of any Takeover Proposal or Inquiry, the Company shall advise Parent in writing of the receipt of any such Takeover Proposal or Inquiry, and the terms and conditions of such Takeover Proposal or Inquiry (including, in each case, the identity of the Person or Group making any such Takeover Proposal or Inquiry), and the Company shall as promptly as practicable provide to Parent (i) a copy of such Takeover Proposal or Inquiry, if in writing, or (ii) a written summary of the material terms of such Takeover Proposal or Inquiry, if oral and, in either case, any other documents provided in connection therewith. The Company agrees that it shall promptly provide to Parent any non-public information concerning the Company or any Subsidiary of the Company that may be provided pursuant to Section 5.03(b) to any other Person or Group in connection with any Takeover Proposal or Inquiry that has not previously been provided to Parent. In addition, the Company shall provide Parent as promptly as practicable with notice setting forth all such information as is reasonably necessary to keep Parent informed on a current basis in all respects of all communications regarding (including amendments or proposed amendments to) such Takeover Proposal or Inquiry. None of the Company or any Subsidiary of the Company shall, after the date of this Agreement, enter into any Contract that would prohibit them from providing any of the foregoing information to Parent.

(d) Notwithstanding anything herein to the contrary, at any time prior to the Company Members Meeting, the Company Board may (i) make a Company Adverse Recommendation Change or (ii) if the Company Board has determined in good faith, after consultation with outside legal counsel and its financial advisors, that a bona fide written Takeover Proposal or Inquiry received by the Company in compliance with this Section 5.03 and that has not been withdrawn is a Superior Proposal (after taking into account the terms of any revised offer by Parent pursuant to this Section 5.03(d))

(a “**Superior Proposal Determination**”), terminate this Agreement pursuant to Section 7.04(a) to enter into a Company Acquisition Agreement providing for such Superior Proposal simultaneously with the termination of this Agreement (a “**Superior Proposal Agreement**”), in each case with respect to the foregoing clauses (i) and (ii), if and only if, (x) the Company Board has determined in good faith, after consultation with outside legal counsel, that the failure to make a Company Adverse Recommendation Change or to take such action as contemplated in clause (ii) above would be a breach of the directors’ exercise of their fiduciary duties under applicable Law, (y) the Company and its Subsidiaries have complied in all respects with this Section 5.03 and (z) with respect to a Company Adverse Recommendation Change, the Company Board determines to make such Company Adverse Recommendation Change in connection with a Superior Proposal Determination; *provided*, that the Company Board may not make a Company Adverse Recommendation Change or, in the case of entering into a Superior Proposal Agreement, terminate this Agreement pursuant to Section 7.04(a), unless:

(i) the Company has provided prior written notice to Parent at least four (4) Business Days in advance (the “**Notice Period**”) of its intent to take such action, which notice shall advise Parent that the Company Board has received a Superior Proposal and made or expects to make a Company Adverse Recommendation Change with respect to such Superior Proposal and shall include a copy of such Superior Proposal, a copy of the proposed Superior Proposal Agreement with, and the identity of, the party making the Superior Proposal and all other documents related to such Superior Proposal that were provided to the Company or its Representatives (including any financing commitments with respect to such Superior Proposal that were provided to the Company or its Representatives);

(ii) during the Notice Period, the Company has and has caused its financial advisors and outside legal counsel to negotiate with Parent in good faith (to the extent Parent desires to so negotiate) to make such adjustments in the terms and conditions of this Agreement so that such Superior Proposal ceases to constitute (in the judgment of the Company Board) a Superior Proposal; and

(iii) after the completion of the Notice Period, the Company Board has determined in good faith, after considering the results of such negotiations and giving effect to any proposals, amendments or modifications made or agreed to by Parent during the Notice Period, if any, that, after consultation with its outside legal counsel and financial advisors, such Superior Proposal (in the judgment of the Company Board) remains a Superior Proposal.

If during the Notice Period any revisions are made to the Superior Proposal, then the Company shall deliver a new written notice to Parent and shall comply with the requirements of this Section 5.03(d) with respect to such new written notice; *provided, however*, that for purposes of this sentence, references to the four (4) Business Day period above shall be deemed to be references to a three (3) Business Day period (and the Notice Period shall be extended accordingly and in no event shall be shortened).

Section 5.04. Members Meeting; Preparation of Materials for Company Shareholders.

(a) As promptly as reasonably practicable following the date of this Agreement (but in no event later than forty (40) days after the date of this Agreement), the Company shall, in consultation with Parent, prepare and cause to be sent to the Company's members a notice of the Company Members Meeting and accompanying management information circular, including all schedules, appendices, and exhibits to, and information incorporated by reference in, such management information circular (the "**Information Circular**"), together with any other document required in connection with the Company Members Meeting in compliance with applicable Laws, including, for greater certainty, Canadian Securities Laws.

(b) The Company shall give Parent and its legal counsel a reasonable opportunity to review and comment on drafts of the Information Circular and other related documents, and shall give reasonable consideration to any comments made by Parent and its legal counsel, and agrees that all information relating solely to Parent, Merger Sub and their respective Affiliates included in the Information Circular shall be in a form and content reasonably satisfactory to Parent. The Company shall provide Parent with a final copy of the Information Circular prior to mailing to the holders of Company Ordinary Shares.

(c) The Company shall ensure that the Information Circular as well as the mailing, delivery and filing thereof with the Canadian Securities Regulatory Authorities (i) complies in all material respects with Law, and (ii) does not contain any Misrepresentation as of the date thereof.

(d) Each of Parent and the Company shall promptly notify the other if it becomes aware before the Effective Date that the Information Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. Parent and the Company shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and the Company shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the holders of Company Ordinary Shares and any other Person as required by Law and, if required by Law, file the same with any Governmental Entity as required.

(e) The Company shall, as promptly as practicable after the date of this Agreement, duly call, give notice of, convene and hold the Company Members Meeting for the sole purpose of seeking the Requisite Company Vote. The Company shall, through the Company Board, make the Company Board Recommendation at the Company Members Meeting and shall include such Company Board Recommendation in the Information Circular, in each case, except to the extent that the Company Board shall have made a Company Adverse Recommendation Change in compliance with Section 5.03(b). The Company agrees that, unless this Agreement is terminated in accordance with its terms prior thereto, its obligations to hold the Company Members Meeting pursuant to this Section 5.04 shall not be affected by the commencement, public proposal, public disclosure or communication to the Company of any Takeover Proposal or by the

making of any Company Adverse Recommendation Change by the Company Board. The Company may change, postpone or adjourn the date for which the Company Members Meeting is scheduled, or change the record date for the Company Members Meeting, *provided*, that the Company in good faith believes that such change, postponement or adjournment would reasonably be expected to increase the likelihood of obtaining the Requisite Company Vote. If, on the date for which the Company Members Meeting is scheduled, the Company has not received proxies representing a sufficient number of votes to obtain the Requisite Company Vote or to obtain a quorum for the Company Members Meeting, the Company may adjourn the Company Members Meeting for a period not to exceed 30 days, and in no event past the End Date, in order to seek to obtain the Requisite Company Vote.

(f) The Company shall provide Parent with copies of or access to information regarding the Company Members Meeting generated by any dealer or proxy solicitation services firm, as requested from time to time by Parent.

(g) Except as provided in Section 2.02(a), the Company shall not engage the services of a depository and/or the Paying Agent without giving the Parent a reasonable opportunity to review and comment on the relevant services agreement or engagement letter therefor.

Section 5.05. Notices of Certain Events. The Company shall notify Parent and Merger Sub, and Parent and Merger Sub shall notify the Company, promptly of (a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement, (b) any notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement, (c) any Legal Actions commenced, or to such party's Knowledge, threatened, against the Company or any of its Subsidiaries or Parent or its Subsidiaries, as applicable, that, if pending on the date hereof, would have been required to have been disclosed pursuant to Section 3.09 or that are related to the Merger or the other transactions contemplated by this Agreement, and (d) any event, occurrence, fact, condition or change that, individually or in the aggregate, has had or could reasonably be expected to (i) have a Company Material Adverse Effect or (ii) result in one or more of the conditions set forth in Section 6.01 or Section 6.02 (in the case of the Company and its Subsidiaries) or Section 6.01 or Section 6.03 (in the case of Parent and Merger Sub) to fail to be satisfied.

Section 5.06. Employees; Benefit Plans.

(a) Commencing on the Effective Date, Parent shall cause the Surviving Corporation and each of its Subsidiaries, as applicable, to provide the employees of the Company and its Subsidiaries immediately prior to the Effective Date (collectively, the **"Company Continuing Employees"**) with annual base salary or wage levels and employee benefits that are provided to similarly situated employees of Parent; *provided, however*, that no provision of this Agreement will be construed as a guarantee of continued employment of any Company Continuing Employee or as restricting or preventing Parent, the Surviving Corporation or any Subsidiary from modifying the terms of employment and employee benefits of any Company Continuing Employees.

(b) With respect to any “employee benefit plan” as defined in Section 3(3) of ERISA maintained by Parent or any of its Subsidiaries, excluding any retiree healthcare plans or programs maintained by Parent or any of its Subsidiaries, any severance plans or programs maintained by Parent or any of its Subsidiaries, any defined benefit retirement plans or programs maintained by Parent or any of its Subsidiaries, and any equity or equity-based compensation arrangements maintained by Parent or any of its Subsidiaries (collectively, “**Parent Benefit Plans**”) in which any Company Continuing Employees may be eligible to participate after the Effective Date, Parent shall, or shall cause the Surviving Corporation to, recognize all service of the Company Continuing Employees with the Company or any of its Subsidiaries or their respective predecessors, as the case may be, as if such service were with Parent, for vesting, eligibility and benefit accrual purposes in any Parent Benefit Plan; *provided, that* such service shall not be recognized to the extent that (i) such recognition would result in a duplication of benefits or (ii) such service was not recognized under the corresponding Company Employee Plan.

(c) Effective no later than the day immediately preceding the Closing Date, the Company shall terminate any Company Employee Plans maintained by the Company or its Subsidiaries that the Parent has requested to be terminated by providing a written notice to the Company at least 30 days prior to the Closing Date, *provided* that such Company Employee Plans can be terminated in accordance with their terms and applicable Law during such period without any adverse consequences with respect to the Company or any Company ERISA Affiliate. At the Closing, the Company shall provide to Parent executed resolutions authorizing such termination and, if applicable an executed amendment to such plans sufficient to assure compliance with all applicable requirements of the Code and regulations thereunder so that the tax-qualified status of such plan will be maintained at the time of termination.

(d) Within two Business Days after the Closing (or if not yet due and payable, upon such later due date), Parent shall pay via wire transfer of immediately available funds all current or former director, employee, contractor, or consultant of the Company any severance pay or other payment to which they are entitled as a result of the execution or delivery of this Agreement or the consummation of the Merger or any of the transactions contemplated by this Agreement, including change in control bonus payments and 280G gross up payments and other than those payments required by Section 2.01(b), Section 2.06 and Section 2.07.

(e) This Section 5.06 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 5.06, express or implied, shall confer upon any Company Employee, any beneficiary, or any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 5.06. Nothing contained herein, express or implied (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement, or arrangement; or (ii) shall alter or limit the ability of the Surviving Corporation, Parent or any of their respective Affiliates to amend, modify, or terminate any benefit plan, program, agreement, or arrangement at any time assumed, established, sponsored, or maintained by any of them in accordance with the terms of this Agreement. The parties hereto acknowledge and agree that the terms set forth in this Section 5.06 shall not create any right in any Company Employee or any

other Person to any continued employment with the Surviving Corporation, Parent, or any of their respective Subsidiaries or compensation or benefits of any nature or kind whatsoever, or otherwise alters any existing at-will employment relationship between any Company Employee and the Surviving Corporation.

Section 5.07. Directors' and Officers' Indemnification and Insurance.

(a) Parent and Merger Sub agree that all rights to indemnification, advancement of expenses and exculpation by the Company now existing in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Date an officer or director of the Company and its Subsidiaries (each an **"Indemnified Party"**) as provided in the Company's Charter Documents, in each case as in effect on the date of this Agreement, or pursuant to any other Contracts in effect on the date hereof and listed on Schedule 5.07(a), shall be assumed by the Surviving Corporation in the Merger, without further action, at the Effective Date and shall survive the Merger and shall remain in full force and effect in accordance with their terms, and, in the event that any proceeding is pending or asserted or any claim made during such period, until the final disposition of such proceeding or claim.

(b) For six years after the Effective Date, to the fullest extent permitted under applicable Law, Parent and the Surviving Corporation shall indemnify, defend, and hold harmless each Indemnified Party against all losses, claims, damages, liabilities, fees, expenses, judgments, and fines arising in whole or in part out of actions or omissions in their capacity as such occurring at or prior to the Effective Date (including in connection with the transactions contemplated by this Agreement), and shall reimburse each Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such losses, claims, damages, liabilities, fees, expenses, judgments, and fines as such expenses are incurred. Neither Parent nor the Surviving Corporation shall be liable for any settlement, compromise or consent to the entry of judgment or termination related to actions or omissions of an Indemnified Party in their capacity as such arising at or prior to the Effective Date unless such settlement, compromise or consent is approved in writing in advance by Parent or the Surviving Corporation, which consent shall not be unreasonably withheld or delayed.

(c) The Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, (i) maintain in effect for a period of six years after the Effective Date, if available, the current policies of directors' and officers' liability insurance maintained by the Company immediately prior to the Effective Date, or (ii) obtain as of the Effective Date "tail" insurance policies with a claims period of six years from the Effective Date with at least the same coverage and amounts and containing terms and conditions that are not less advantageous to the directors and officers of the Company and its Subsidiaries, in each case with respect to claims arising out of or relating to events which occurred before or at the Effective Date (including in connection with the transactions contemplated by this Agreement); *provided*, that the maximum aggregate annual premium for such policies for any such year shall not be in excess of 300% of the amount per annum the

Company paid for its insurance that was bound and/or in effect in January 2017 (which amount the Company represents and warrants is set forth in Schedule 5.07(c)).

(d) The obligations of Parent and the Surviving Corporation under this Section 5.07 shall survive the consummation of the Merger and shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party to whom this Section 5.07 applies without the consent of such affected Indemnified Party (it being expressly agreed that the Indemnified Parties to whom this Section 5.07 applies shall be third party beneficiaries of this Section 5.07, each of whom may enforce the provisions of this Section 5.07).

(e) In the event Parent, the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, shall assume all of the obligations set forth in this Section 5.07. The agreements and covenants contained herein shall not be deemed to be exclusive of any other rights to which any Indemnified Party is entitled, whether pursuant to Law, contract or otherwise. Nothing in this Agreement is intended to, shall be construed to or shall release, waive, or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to the Company or its officers, directors and employees, it being understood and agreed that the indemnification provided for in this Section 5.07 is not prior to, or in substitution for, any such claims under any such policies.

Section 5.08. Required Efforts.

(a) Upon the terms and subject to the conditions set forth in this Agreement (including those contained in this Section 5.08), each of the parties hereto shall, and shall cause its Subsidiaries to, use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, and to satisfy all conditions to the transactions contemplated by this Agreement, including (i) the obtaining of all necessary permits, waivers, consents, approvals, and actions or nonactions from Governmental Entities and the making of all necessary registrations and filings (including filings with Governmental Entities) and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entities, (ii) the obtaining of all necessary consents or waivers from third parties, other than those consents or waivers which, if not obtained, would not be reasonably likely to have a Company Material Adverse Effect, and (iii) the execution and delivery of any additional instruments necessary to consummate the Merger and to fully carry out the purposes of this Agreement. Parent will take all action necessary to cause Merger Sub to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement. The Company and Parent shall, subject to applicable Law, promptly (x) cooperate and coordinate with the other in the taking of the actions contemplated by

clauses (i), (ii), and (iii) immediately above and (y) supply the other with any information that may be reasonably required in order to effectuate the taking of such actions. Each party hereto shall promptly inform the other party or parties hereto, as the case may be, of any communication from any Governmental Entity regarding any of the transactions contemplated by this Agreement. If the Company or Parent receives a request for additional information or documentary material from any Governmental Entity with respect to the transactions contemplated by this Agreement, then it shall use commercially reasonable efforts to make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such request, and, if reasonably feasible and permitted by applicable Law and by any applicable Governmental Entity, provide the other party with advance notice and the opportunity to attend and participate in any meeting with any Governmental Entity in respect of any filing made thereto in connection with the transactions contemplated by this Agreement. Neither Parent nor the Company shall commit to or agree (or permit any of their respective Subsidiaries to commit to or agree) with any Governmental Entity to stay, toll, or extend any applicable waiting period under any applicable Antitrust Laws, without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned, or delayed).

(b) Without limiting the generality of the undertakings pursuant to Section 5.08(a) hereof, the parties hereto shall (i) provide or cause to be provided as promptly as reasonably practicable to Governmental Entities with jurisdiction over the Antitrust Laws (each such Governmental Entity, a “**Governmental Antitrust Authority**”) information and documents requested by any Governmental Antitrust Authority as necessary, proper, or advisable to permit consummation of the transactions contemplated by this Agreement, including any consents and filings under any Antitrust Laws as promptly as practicable following the date of this Agreement and thereafter to respond as promptly as practicable to any request for additional information or documentary material that may be made under any applicable Antitrust Laws and (ii) subject to the terms set forth in Section 5.08(c) hereof, use their commercially reasonable efforts to take such actions as are necessary or advisable to obtain prompt approval of the consummation of the transactions contemplated by this Agreement by any Governmental Entity or expiration of applicable waiting periods.

(c) Notwithstanding any provision of this Agreement to the contrary, neither Parent, Merger Sub nor any of their respective Affiliates shall be required to (i) sell, license, hold separate or otherwise dispose of any of their assets or businesses, or that of the Company or its Subsidiaries, (ii) terminate, relinquish, modify existing relationships, ventures, contractual rights, obligations or other arrangements of Parent, Merger Sub, the Company or its Subsidiaries, or any of their respective Affiliates, or (iii) create any relationship, venture, contractual rights, obligation or other arrangement of Parent, Merger Sub, the Company or its Subsidiaries, or any of their respective Affiliates, in order to remedy or otherwise address the concerns (whether or not formally expressed) of any Governmental Entity under any Antitrust Laws.

Section 5.09. Public Announcements. The initial press release with respect to this Agreement and the transactions contemplated hereby shall be a release mutually agreed to by the

Company and Parent. Thereafter, each of the Company, Parent, and Merger Sub agrees that no public release or announcement concerning the transactions contemplated hereby shall be issued by any party without the prior written consent of the Company and Parent (which consent shall not be unreasonably withheld, conditioned, or delayed), except as such release or announcement relates to a Takeover Proposal, Inquiry or Company Adverse Recommendation Change or as otherwise may be permitted by Section 5.03 or as required by Law, in which case the party required to make the release or announcement shall consult with the other party about, and allow the other party reasonable time to comment on such release or announcement in advance of such issuance and shall consider in good faith any such comments.

Section 5.10. Takeover Statutes. If any “control share acquisition”, “fair price,” “moratorium,” or other anti-takeover Law becomes or is deemed to be applicable to the Company, the Merger, or any other transaction contemplated by this Agreement, then each of the Company and the Company Board shall grant such approvals and take such actions as are reasonable and necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or, if not possible to eliminate, minimize the effects of such statute or regulation on the transactions contemplated herein.

Section 5.11. Further Assurances. At and after the Effective Date, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Company or Merger Sub, any deeds, bills of sale, assignments, or assurances and to take and do, in the name and on behalf of the Company or Merger Sub, any other actions and things to vest, perfect, or confirm of record or otherwise in the Surviving Corporation any and all right, title, and interest in, to and under any of the rights, properties, or assets of the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

Section 5.12. Payment of Certain Amounts. At the Effective Date, Parent shall pay, on behalf of the Company (and the Company hereby authorizes and directs Parent to pay), the amounts described on Schedule 5.12 to the Persons set forth thereon, in each case by wire transfer of immediately available funds.

Section 5.13. Transaction Litigation. The Company shall keep Parent reasonably informed with respect to any material developments regarding, the defense or settlement of any Legal Action brought by any of the Company’s members against the Company or its directors or officers arising out of or relating to transactions contemplated by this Agreement and shall provide Parent the opportunity to participate in such defense or settlement at Parent’s own cost and expense; *provided*, that the Company shall not settle any such Legal Action without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 5.14. TSXV Delisting. Each of the Company and Parent shall cooperate and take such actions reasonably required to cause the Company Ordinary Shares to be delisted from the TSXV and for the Company to cease being a reporting issuer under Canadian Securities Laws in British Columbia, Alberta and Ontario as soon as practicable following the Effective Date.

Section 5.15. **Standstill.** Unless approved in advance in writing by the Company Board or as contemplated by this Agreement, Parent agrees that neither it nor any of its Representatives acting on behalf of or in concert with Parent (or any of its Representatives) will, for the period beginning on the date of this Agreement and ending on the earlier of the Effective Date or the date this Agreement is terminated pursuant to Article VII hereof:

(a) make any statement or proposal to the Company's shareholders (other than any shareholder that is also a member of the Company Board or any key officer of the Company) regarding, or make any public announcement, proposal or offer (including any "solicitation" of "proxies" as such terms are defined or used in Regulation 14A of the Exchange Act) with respect to, or otherwise solicit, seek or offer to effect (including, for the avoidance of doubt, indirectly by means of communication with the press or media) (i) any business combination, merger, tender offer, exchange offer or similar transaction involving the Company or any of its Subsidiaries, (ii) any restructuring, recapitalization, liquidation or similar transaction involving the Company or any of its Subsidiaries, (iii) any acquisition of any of the Company's loans, debt securities, equity securities or assets, or rights or options to acquire interests in any of the Company's loans, debt securities, equity securities or assets, (iv) any proposal to seek representation on the Company Board or otherwise seek to control or influence the management, the Company Board or policies of the Company, or (v) any proposal, arrangement or other statement that is inconsistent with the terms of this Agreement, including this Section 5.15;

(b) instigate, encourage or assist any third party (including forming a Group with any such third party) to do, or enter into any discussions or agreements with any third party with respect to, any of the actions set forth in clause (a) above;

(c) take any action which would reasonably be expected to require the Company or any of its Affiliates to make a public announcement regarding any of the actions set forth in clause (a) above; or

(d) acquire (or propose or agree to acquire), of record or beneficially, by purchase or otherwise, any loans, debt securities, equity securities or assets of the Company or any of its Subsidiaries, or rights or options to acquire interests in any of the Company's or any of its Subsidiaries' loans, debt securities, equity securities or assets.

The foregoing restrictions shall not apply to any of Parent's Representatives effecting or recommending transactions in securities (A) in the ordinary course of its business as an investment advisor, broker, dealer in securities, market maker, specialist or block positioner and (B) not at the direction or request of Parent or any of its Affiliates.

Section 5.16. **Non-Solicitation.** For purposes of this Section 5.16, "Party" means either (a) the Company or (b) Parent. For a period of one year from the date hereof (or until the Effective Date, if earlier), for any executive-level employee or a period of eighteen months from the date hereof (or until the Effective Date, if earlier) for any other employee, neither Party nor its Affiliates shall, directly or indirectly, induce or attempt to induce any employee of the other Party or its Affiliates with whom such Party or its Affiliates or Representatives has direct contact or of whom such Party becomes aware in connection with the potential consummation of the

transactions contemplated hereby, to leave the employment of such other Party or its Affiliates, as the case may be, or in any way interfere with the employment relationship between such employee and such other Party or its Affiliates; *provided, however*, that it shall not be deemed a breach of this Section 5.16 if a Party or its Affiliates (i) places a general solicitation (including by recruiting firms or similar organizations) not specifically targeting the employees of the other Party or its Affiliates (including any discussion or engagement directly resulting from such general solicitation), (ii) is contacted by any employee of the other Party or its Affiliates on his or her own initiative, or (iii) hires any employee who is no longer employed by the other Party or its Affiliates and with respect to whom the hiring Party has not breached the non-solicit provisions of this Section 5.16.

ARTICLE VI CONDITIONS

Section 6.01. **Conditions to Each Party's Obligation to Effect the Merger.** The respective obligations of each party to this Agreement to effect the Merger is subject to the satisfaction or waiver (where permissible pursuant to applicable Law) on or prior to the Closing Date of each of the following conditions:

(a) Company Member Approval. This Agreement will have been duly adopted by the Requisite Company Vote.

(b) Regulatory Approvals. All required filings have been made and all required approvals obtained (or waiting periods expired or terminated) under applicable Antitrust Laws.

(c) No Injunctions, Restraints, or Illegality. No Governmental Entity having jurisdiction over any party hereto shall have enacted, issued, promulgated, enforced, or entered any Laws or Orders that are still in effect, whether temporary, preliminary, or permanent, that make illegal, enjoin, or otherwise prohibit consummation of the Merger or the other transactions contemplated by this Agreement.

Section 6.02. **Conditions to Obligations of Parent and Merger Sub.** The obligations of Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver (where permissible pursuant to applicable Law) by Parent and Merger Sub on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company (other than in Section 3.01, Section 3.02, Section 3.03(a), Section 3.03(e) and Section 3.10) set forth in Article III of this Agreement shall be true and correct in all respects (without giving effect to any limitation indicated by the words "Company Material Adverse Effect," "in all material respects," "in any material respect," "material" or "materially" except when used in the term "Company Material Contracts") as of the date of this Agreement and as of the Effective Date, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all respects as of that date), except where the failure of such representations and warranties to be so true and correct would not

reasonably be expected to have a Company Material Adverse Effect, (ii) the representations and warranties of the Company contained in Section 3.02 shall be true and correct (other than *de minimis* inaccuracies) as of the date of this Agreement and as of the Effective Date, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all material respects as of that date), and (iii) the representations and warranties contained in Section 3.01, Section 3.03(a), Section 3.03(e) and Section 3.10 shall be true and correct in all respects as of the date of this Agreement and as of the Effective Date, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all respects as of that date).

(b) Performance of Covenants. The Company shall have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, in this Agreement required to be performed by or complied with by it at or prior to the Closing.

(c) No Company Material Adverse Effect. Since the date of this Agreement, there shall not have been any event, occurrence, fact, condition or change that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect.

(d) Officer's Certificate. Parent will have received a certificate, signed by the chief executive officer or chief financial officer of the Company, certifying as to the matters set forth in Section 6.02(a), Section 6.02(b) and Section 6.02(c).

(e) Tax Certificate. At or prior to the Closing, the Company shall deliver or cause to be delivered to Parent (i) a certificate of the Company certifying that the Company is not, and has not been, a United States real property holding corporation, within the meaning of Section 897 of the Code, during the applicable period specified in Section 897(c)(1)(a)(ii) of the Code and (ii) a form of notice to the IRS prepared in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

Section 6.03. Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Parent and Merger Sub set forth in Article IV of this Agreement shall be true and correct in all respects (without giving effect to any limitation indicated by the words “material adverse effect,” “in all material respects,” “in any material respect,” “material,” or “materially”) as of immediately prior to the Effective Date, as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct in all respects as of that date), except where the failure of such representations and warranties to be so true and correct would not reasonably be expected to have a material adverse effect on Parent’s and Merger Sub’s ability to consummate the transactions contemplated by this Agreement.

(b) Performance of Covenants. Parent and Merger Sub shall have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, of this Agreement required to be performed by or complied with by them at or prior to the Closing.

(c) Officer's Certificate. The Company will have received a certificate, signed by an officer of Parent, certifying as to the matters set forth in Section 6.03(a) and Section 6.03(b).

ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

Section 7.01. **Termination By Mutual Consent.** This Agreement may be terminated at any time prior to the Effective Date (notwithstanding any approval of this Agreement by the members of the Company) by mutual written consent of Parent, Merger Sub and the Company.

Section 7.02. **Termination By Either Parent or the Company.** This Agreement may be terminated by either Parent or the Company at any time prior to the Effective Date (notwithstanding any approval of this Agreement by the members of the Company):

(a) if the Merger has not been consummated on or before November 30, 2017 (the “**End Date**”); *provided, however*, that the right to terminate this Agreement pursuant to this Section 7.02(a) shall not be available to any party whose breach of any representation, warranty, covenant or agreement set forth in this Agreement has been the cause of, or resulted in, the failure of the Merger to be consummated on or before the End Date;

(b) if any Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Order making illegal, permanently enjoining or otherwise permanently prohibiting the consummation of the Merger or the other transactions contemplated by this Agreement, and such Law or Order shall have become final and nonappealable; or

(c) if this Agreement has been submitted to the members of the Company for adoption at a duly convened Company Members Meeting and the Requisite Company Vote shall not have been obtained at such meeting (including any adjournment or postponement thereof).

Section 7.03. **Termination by Parent.** This Agreement may be terminated by Parent at any time prior to the Effective Date (notwithstanding any approval of this Agreement by the members of the Company):

(a) if (i) a Company Adverse Recommendation Change shall have occurred, (ii) the Company shall have entered into, or publicly announced its intention to enter into, a Superior Proposal Agreement (other than an Acceptable Confidentiality Agreement), (iii) the Company shall have breached or failed to perform any of the covenants and agreements set forth in Section 5.03 or Section 5.04(a), or (iv) the Company or the

Company Board (or any committee thereof) shall have publicly announced its intentions to do any of actions specified in this Section 7.03(a); or

(b) if there shall have been a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement such that the conditions to the Closing of the Merger set forth in Section 6.02(a) or Section 6.02(b), as applicable, would not be satisfied and, in either such case, such breach is incapable of being cured by the End Date or, if curable, is not cured by the Company prior to the earlier of (i) the 20th Business Day after the Company's receipt of written notice thereof from Parent or (ii) the End Date.

Section 7.04. Termination by the Company. This Agreement may be terminated by the Company at any time prior to the Effective Date (notwithstanding any approval of this Agreement by the members of the Company):

(a) if the Company Board authorizes the Company, without material breach of the terms of this Agreement (including Section 5.03), to enter into a Superior Proposal Agreement (other than an Acceptable Confidentiality Agreement); *provided*, that concurrently with such termination the Company enters into the Superior Proposal Agreement and complies with its obligations under Section 7.06(c) to pay the Termination Fee; or

(b) if there shall have been a breach of any representation, warranty, covenant or agreement on the part of Parent or Merger Sub set forth in this Agreement such that the conditions to the Closing of the Merger set forth in Section 6.03(a) or Section 6.03(b), as applicable, would not be satisfied and, in either such case, such breach is incapable of being cured by the End Date or, if curable, is not cured by Parent prior to the earlier of (i) the 20th Business Day after Parent's receipt of written notice thereof from the Company or (ii) the End Date.

Section 7.05. Notice of Termination; Effect of Termination. The party desiring to terminate this Agreement pursuant to this Article VII (other than pursuant to Section 7.01) shall deliver written notice of such termination to each other party hereto specifying with particularity the reason for such termination, and any such termination in accordance with Section 7.05 shall be effective immediately upon delivery of such written notice to the other party. If this Agreement is terminated pursuant to this Article VII, it will become void and of no further force and effect, with no liability on the part of any party to this Agreement (or any member, stockholder, director, officer, employee, agent or Representative of such party) to any other party hereto, except with respect to Section 5.02(b), Section 5.16, this Section 7.05, Section 7.06 and Article VIII (and any related definitions contained in any such Sections or Article), which shall remain in full force and effect.

Section 7.06. Fees and Expenses Following Termination.

(a) If this Agreement is terminated by the Company pursuant to Section 7.02(c), then the Company shall pay to Parent (by wire transfer of immediately available funds), within one Business Day after such termination, the Expenses of Parent for which

the Company has received supporting documentation in an amount not to exceed \$500,000.

(b) If this Agreement is terminated by Parent pursuant to Section 7.03(a), then the Company shall pay to Parent (by wire transfer of immediately available funds), within one Business Day after such termination, a fee in an amount equal to the Termination Fee.

(c) If this Agreement is terminated by the Company pursuant to Section 7.04(a), then the Company shall pay to Parent (by wire transfer of immediately available funds) immediately before and as a condition to such termination, the Termination Fee (and any purported termination pursuant to Section 7.04(a) shall be void and of no force and effect unless and until the Company shall have made such payment).

(d) If (i) a Takeover Proposal shall have been made to the Company prior to the termination of this Agreement or shall have been publicly disclosed or announced prior to the termination of this Agreement, (ii) thereafter this Agreement is terminated pursuant to Section 7.02(a), Section 7.02(c) or Section 7.03(b), and (iii) within 12 months of such termination, the Company enters into a definitive Contract to consummate a Takeover Proposal or a Takeover Proposal is consummated (in each case, whether or not such Takeover Proposal was the same Takeover Proposal referred to in clause (i)), then the Company shall pay the Termination Fee to Parent (by wire transfer of immediately available funds) within one Business Day after the occurrence of the event referenced in clause (iii) above; *provided, however*, that for purposes of this Section 7.06(d), the references to twenty percent (20%) in the definition of “Takeover Proposal” shall be deemed to be references to fifty percent (50%).

(e) The Company acknowledges and hereby agrees that the provisions of this Section 7.06 are an integral part of the transactions contemplated by this Agreement (including the Merger), and that, without such provisions, Parent and Merger Sub would not have entered into this Agreement. Accordingly, if the Company fails promptly to pay any amounts due pursuant to this Section 7.06, and, in order to obtain such payment, Parent commences a Legal Action that results in a judgment in its favor for any of such payment, the Company shall pay to Parent its costs and expenses (including attorneys’ fees and expenses) in connection with such Legal Action. The parties acknowledge and agree that in no event shall the Company be obligated to pay the Termination Fee on more than one occasion.

(f) Except as provided in Section 7.06(a), Section 7.06(e) or Section 7.06(g), all Expenses will be paid by the party incurring such expenses.

(g) Notwithstanding anything to the contrary in this Agreement, the parties hereby acknowledge and agree that in the event the Termination Fee becomes payable and is paid by the Company pursuant to this Article VII, the Termination Fee shall be Parent’s and Merger Sub’s sole and exclusive remedy. Notwithstanding the foregoing, nothing in this Section 7.06(g) shall (i) relieve any party from liabilities or damages incurred or suffered as a result of fraud or a Willful and Material Breach or (ii) limit the

right of any party to bring or maintain any Legal Action for injunction, specific performance or other equitable relief to the extent provided in Section 8.13, unless and until this Agreement has been terminated and the Termination Fee has been paid in accordance with this Section 7.06.

Section 7.07. **Amendment.** At any time prior to the Effective Date, this Agreement may be amended or supplemented in any and all respects, whether before or after receipt of the Requisite Company Vote, by written agreement signed by each of the parties hereto; *provided, however,* that following the receipt of the Requisite Company Vote, there shall be no amendment or supplement to the provisions of this Agreement which by Law or in accordance with the rules of any relevant self-regulatory organization would require further approval by the holders of Company Ordinary Shares without such approval.

Section 7.08. **Extension; Waiver.** At any time prior to the Effective Date, Parent or Merger Sub, on the one hand, or the Company, on the other hand, may (a) extend the time for the performance of any of the obligations of the other party(ies), (b) waive any inaccuracies in the representations and warranties of the other party(ies) contained in this Agreement or in any document delivered under this Agreement, or (c) unless prohibited by applicable Law, waive compliance with any of the covenants, agreements or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in an instrument in writing signed by such party. If any party expressly waives in writing an unsatisfied condition, representation, warranty, undertaking, covenant or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, Liabilities or expenses, including legal and other expenses, from the other parties in respect of the matter or matters so waived. The failure of any party to assert any of its rights under this Agreement or otherwise will not constitute a waiver of such rights.

ARTICLE VIII MISCELLANEOUS

Section 8.01. **Definitions.** For purposes of this Agreement, the following terms will have the following meanings when used herein with initial capital letters:

“**Acceptable Confidentiality Agreement**” means a confidentiality agreement that contains confidentiality provisions that are no less favorable to the Company than those contained in the Non-Disclosure Agreement.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such first Person. For the purposes of this definition, “control” (including, the terms “controlling,” “controlled by,” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract, or otherwise.

“**Affiliate Loans**” has the meaning set forth in Section 3.11.

“**Agreement**” has the meaning set forth in the Preamble.

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, the U.K. Bribery Act of 2012, any laws enacted pursuant to, or arising under, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or any other laws or regulations relating to bribery or corruption.

“Antitrust Laws” has the meaning set forth in Section 3.03(c).

“Articles” has the meaning set forth in Section 1.05.

“Business Day” means any day, other than Saturday, Sunday, or any day on which banking institutions located in New York, New York or Toronto, Ontario are authorized or required by Law or other governmental action to close.

“Canadian Securities Regulatory Authorities” means, collectively, the British Columbia Securities Commission, the Alberta Securities Commission and the Ontario Securities Commission as well as any other applicable securities commission or securities regulatory authority of a province or territory of Canada having jurisdiction over the Company.

“Canadian Securities Laws” means the *Securities Act* (British Columbia) and the equivalent laws in the provinces of Alberta and Ontario, and the published policies, instruments, rules, judgments, orders and decisions of the Canadian Securities Regulatory Authorities or Governmental Entities administering the foregoing, as well as the applicable rules, regulations, by-laws and policies of the TSXV.

“Cayman Companies Laws” has the meaning set forth in the Recitals.

“Cayman Plan of Merger” has the meaning set forth in Section 1.03.

“Charter Documents” means memorandum and articles of association, certificate of incorporation (including any certificate of designations), certificate of formation, by-laws, or like organizational documents, each as amended to date.

“Closing” has the meaning set forth in Section 1.02.

“Closing Date” has the meaning set forth in Section 1.02.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Section 4980B of the Code and Section 601 et. seq. of ERISA.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the Preamble.

“Company Acquisition Agreement” means any agreement in principle, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other Contract relating to any Takeover Proposal.

“Company Adverse Recommendation Change” shall occur if and when the Company Board or any committee thereof (a) fails to make, withholds, withdraws, amends, modifies, or qualifies, or publicly proposes to withhold, withdraw, amend, modify, or qualify, in a manner adverse to Parent or Merger Sub, the Company Board Recommendation, (b) recommends, approves, endorses, or adopts, or publicly proposes to recommend, approve, endorse, or adopt a Takeover Proposal, (c) fails to recommend against acceptance of any tender offer, exchange offer or take-over bid for the Company Ordinary Shares within ten (10) Business Days after the commencement of such offer or bid (including, for these purposes, by taking no position with respect to the acceptance of such tender offer, exchange offer or take-over bid by its members, which shall constitute a failure to recommend against acceptance of such tender offer, exchange offer or take-over bid), (d) takes any action or makes any public statement, filing or release that is inconsistent with the Company Board Recommendation, (e) fails to include, or publicly proposes to fail to include, the Company Board Recommendation in the Information Circular, (f) (i) following the public disclosure or public announcement of a Takeover Proposal (other than a tender offer, exchange offer or take-over bid as contemplated in clause (c)) and at the request in writing by Parent or (ii) at any other time at the request in writing by Parent following the occurrence of any event or development as a result of which Parent reasonably determines such reaffirmation is appropriate, in each case, fail to reaffirm publicly the Company Board Recommendation within two Business Days after Parent requests in writing that the Company Board Recommendation be reaffirmed publicly, or (g) resolves or agrees to take any of the foregoing actions.

“Company Balance Sheet” has the meaning set forth in Section 3.04(a).

“Company Board” has the meaning set forth in the Recitals.

“Company Board Recommendation” has the meaning set forth in Section 3.03(d).

“Company Continuing Employees” has the meaning set forth in Section 5.06(a).

“Company Disclosure Letter” has the meaning set forth in the introductory language in Article III.

“Company Employee” has the meaning set forth in Section 3.12(a).

“Company Employee Plans” has the meaning set forth in Section 3.12(a).

“Company Equity Award” means a Company Share Option granted under one of the Company Share Plans.

“Company ERISA Affiliate” means, with respect to the Company, any other Person that, together with the Company, would be treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code.

“Company Financing” has the meaning set forth in Section 1.07(a).

“Company Health Plan” has the meaning set forth in Section 3.12(f).

“Company Information Technology Systems” means all computer systems, servers, networks, telecommunications systems, routers, memory storage devices (including cloud-based storage equipment and services), hardware, Software, electronic databases and other equipment or devices used to process, store, maintain and operate data, information, and functions used or held for use in connection with the businesses of the Company and its Subsidiaries.

“Company IP” has the meaning set forth in Section 3.07(b).

“Company Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or would reasonably be expected to be, materially adverse to (i) the business, results of operations, condition (financial or otherwise), or assets or liabilities of the Company and its Subsidiaries, taken as a whole, or (ii) the ability of the Company to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that, for purposes of clause (i) only, a Company Material Adverse Effect shall not be deemed to include events, occurrences, facts, conditions or changes arising out of, relating to or resulting from: (a) changes generally affecting the economy, financial or securities markets; (b) announcement of the transactions contemplated by this Agreement; (c) any outbreak or escalation of war or any act of terrorism; (d) general conditions in the industry in which the Company and its Subsidiaries operate; (e) changes in IFRS or applicable Law; (f) the Company’s failure, in and of itself, to meet internal or published projections, forecasts or revenue or earnings projections for any period (it being understood that the underlying cause of such failure (if not otherwise falling within one of the other exceptions provided herein) may be taken into account in determining whether or not there has been a Company Material Adverse Effect); (g) change in political conditions; or (h) actions expressly required to be taken pursuant to this Agreement; *provided*, that that any event, occurrence, fact, condition or change referred to in clauses (a), (c), (d), (e), or (g) may not be taken into account in determining whether or not there has been, or is reasonably expected to be, a Company Material Adverse Effect to the extent such event, occurrence, fact, condition or change has a disproportionate adverse effect on the Company and its Subsidiaries, taken as a whole, as compared to other companies in the industry in which the Company and its Subsidiaries operate.

“Company Material Contract” has the meaning set forth in Section 3.15(a).

“Company Members Meeting” means the special meeting of the members of the Company to be held to consider the adoption of this Agreement.

“Company Ordinary Share” has the meaning set forth in the Recitals.

“Company-Owned IP” means all Intellectual Property owned or purportedly owned by the Company or any of its Subsidiaries.

“Company Securities” has the meaning set forth in Section 3.02(b)(ii).

“Company Share Option” has the meaning set forth in Section 2.06(a).

“Company Share Plans” has the meaning set forth in Section 3.02(b)(i).

“Company Subsidiary Securities” has the meaning set forth in Section 3.02(e).

“Company Warrant Exercise Price” means the exercise price of each Warrant that is not “net-exercised” in connection with the Closing.

“Consent” has the meaning set forth in Section 3.03(c).

“Contracts” means any contracts, agreements, arrangements, obligations, licenses, notes, bonds, mortgages, indentures, leases, or other binding instruments or binding commitments, whether written or oral.

“Dissent Rights” means the rights of dissent in favor of a registered holder of Company Ordinary Shares to be exercised in accordance with and under the Cayman Companies Law.

“Dissenting Share” has the meaning set forth in Section 2.03.

“Effective Date” has the meaning set forth in Section 1.03.

“End Date” has the meaning set forth in Section 7.02(a).

“Environmental Claim” means any administrative, regulatory or judicial actions, suits, orders, demands, directives, claims, liens, investigations, proceedings or written or oral notices of noncompliance or violation of any Environmental Law, any Permit issued pursuant to any Environmental Law, or any Release of or exposure to any Hazardous Substance.

“Environmental Laws” means any applicable Law, and any Order or binding agreement with any Governmental Entity: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any hazardous materials.

“Environmental Permits” has the meaning set forth in Section 3.14(a).

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

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Expenses” includes all out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment bankers, financing sources, experts and consultants to a party hereto and its Affiliates) incurred by a party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby.

“Financial Statements” has the meaning set forth in Section 3.20.

“Fully Diluted Shares” means the sum of (a) the aggregate number of Company Ordinary Shares that are issued and outstanding immediately prior to the Effective Date, (b) the aggregate number of Company Ordinary Shares that are issuable upon the exercise of all

Company Share Options in respect of which consideration is to be paid pursuant to Section 2.06, and (c) the aggregate number of Company Ordinary Shares that are issuable upon the exercise of all Warrants in respect of which consideration is to be paid pursuant to Section 2.07.

“Governmental Antitrust Authority” has the meaning set forth in Section 5.08(b).

“Governmental Entity” has the meaning set forth in Section 3.03(c).

“Government Official” means any foreign or domestic government official or employee, including officials or employees of state-owned or controlled enterprises and institutions, officials or employees of any foreign or domestic political parties or political campaigns, or any other person acting on behalf of the foregoing.

“Group” has the meaning set forth in Section 13(d) of the Exchange Act.

“Hazardous Substance” means any substance whether solid, liquid or gaseous (a) the presence of which requires investigation or remediation under any applicable Environmental Law, (b) which is defined as “hazardous waste” or “hazardous material” or “hazardous substance” or “pollutant” or “contaminant” under any applicable Environmental Law, (c) that is toxic, explosive, corrosive, flammable, infectious, or radioactive and is regulated by any Governmental Entity with jurisdiction over the substance in the relevant location, (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons, or (e) that contains polychlorinated biphenyls (PCBs) or asbestos or urea formaldehyde foam insulation.

“HCERA” has the meaning set forth in Section 3.12(f).

“Healthcare Reform Laws” has the meaning set forth in Section 3.12(f).

“IFRS” means the International Financial Reporting Standards.

“Indemnified Party” has the meaning set forth in Section 5.07(a).

“Information Circular” has the meaning set forth in Section 5.04(a).

“Inquiry” has the meaning set forth in Section 5.03(b).

“Intellectual Property” means any and all of the following arising pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress, and similar indicia of source or origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof, works of authorship (whether or not copyrightable), and Software; (c) Trade Secrets and know-how; (d) patents and patent applications, invention disclosures and inventions; (e) internet domain name registrations and social media identifiers and profiles; (f) rights of publicity and privacy; (g) rights in databases and data, including Personal Data, whether or not publicly available and regardless of the source of its generation, and all compilations of Personal Data, in any form (whether printed, electronic or otherwise); and (h) other intellectual property and related proprietary rights.

“Knowledge” means, when used with respect to the Company, the knowledge, after reasonable inquiry, of Michael Greene, Jay Lewis, and Craig Ramsay.

“Laws” means any federal, state, provincial, territorial, local municipal, foreign, multi-national or other laws, common law, statutes, constitutions, treaties, conventions, ordinances, rules, regulations, codes, Orders, or legally enforceable requirements enacted, issued, adopted, promulgated, enforced, ordered, or applied by any Governmental Entity.

“Lease” shall mean all leases, subleases, licenses, concessions, and other agreements (written or oral) under which the Company or any of its Subsidiaries holds any Leased Real Estate, including the right to all security deposits and other amounts and instruments deposited by or on behalf of the Company or any of its Subsidiaries thereunder.

“Leased Real Estate” shall mean all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by the Company or any of its Subsidiaries.

“Legal Action” has the meaning set forth in Section 3.09.

“Lender” shall mean Silicon Valley Bank.

“Letter of Transmittal” has the meaning set forth in Section 2.02(a).

“Letter of Transmittal Consideration” has the meaning set forth in Section 2.02(b).

“Liability” shall mean any liability, indebtedness, or obligation of any kind (whether accrued, absolute, contingent, matured, unmatured, determined, determinable, known or unknown or otherwise, and whether or not required to be recorded or reflected on a balance sheet under IFRS).

“Liens” means, with respect to any property or asset, all pledges, liens, mortgages, charges, encumbrances, hypothecations, options, rights of first refusal, rights of first offer, claims, and security interests of any kind or nature whatsoever.

“Merger” has the meaning set forth in Section 1.01.

“Merger Consideration” means the cash amount that is equal to the quotient of (a) the sum of (i) \$63,335,000, plus (ii) the aggregate exercise price of all Company Share Options in respect of which consideration is to be paid pursuant to Section 2.06, plus (iii) the aggregate Company Warrant Exercise Price in respect of which consideration is to be paid pursuant to Section 2.07, divided by (b) the number of Fully Diluted Shares.

“Merger Sub” has the meaning set forth in the Preamble.

“MEWA” has the meaning set forth in Section 3.12(d)(i).

“MI 61-101” means Canadian Multilateral Instrument 61-101 *Protection of Minority Shareholders in Special Transactions*.

“Misrepresentation” means (a) an untrue statement of a material fact, or (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

“Non-Disclosure Agreement” has the meaning set forth in Section 5.02(b).

“Notice Period” has the meaning set forth in Section 5.03(d)(i).

“Open Source Materials” means Software or other materials that are subject to the GNU General Public License (GPL), the Lesser GNU Public License (LGPL), Mozilla Public License, BSD Licenses, the Artistic License, the Common Development and Distribution License, the Eclipse Public License, and all Creative Commons “sharealike” licenses, any other license approved as an open source license by the Open Source Initiative, Free Software Foundation (FSF), Creative Commons or other similar licensing regimes, including any open source license that requires, as a condition of use, modification or distribution of such Software, that such Software: (a) be made available or distributed in a form other than binary (e.g., source code form); (b) be licensed for the purpose of preparing derivative works; (c) be licensed under terms that allow such Software or portions thereof or interfaces therefor to be reverse engineered, reverse assembled or disassembled (other than by operation of Law), or (d) be redistributable at no license fee.

“Option Cashout” has the meaning set forth in Section 2.06(a).

“Optionholder Consent” has the meaning set forth in Section 2.06(b).

“Order” has the meaning set forth in Section 3.09.

“Other Governmental Approvals” has the meaning set forth in Section 3.03(c).

“Owned Real Estate” shall mean all land, together with all buildings, structures, fixtures, and improvements located thereon and all easements, rights of way, and appurtenances relating thereto, owned by the Company or any of its Subsidiaries.

“Parent” has the meaning set forth in the Preamble.

“Parent Benefit Plans” has the meaning set forth in Section 5.06(b).

“Paying Agent” has the meaning set forth in Section 2.02(a).

“Paying Agent Agreement” has the meaning set forth in Section 2.02(a).

“Payment Fund” has the meaning set forth in Section 2.02(a).

“Payoff Letter” means an executed pay-off letter from the Lender, which shall contain an agreement that, if the amount of indebtedness set forth therein is paid to the Lender at the Effective Date, such indebtedness shall be repaid in full and that all Liens relating to such indebtedness affecting any real or personal property of the Company or any of its Subsidiaries will be released upon payment thereof, and any necessary termination statements or other

releases and terminations of such Liens with respect thereto or an authorization of filing such releases and terminations, along with wire transfer instructions and a duly executed Form W-9, W-8BEN or W-8BEN-E, as applicable, for such payee.

“Pension Plan” has the meaning set forth in Section 3.12(d)(i).

“Permits” has the meaning set forth in Section 3.08(b).

“Permitted Liens” means (a) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith (provided appropriate reserves required pursuant to IFRS have been made in respect thereof), (b) mechanics’, carriers’, workers’, repairers’ and similar statutory Liens arising or incurred in the ordinary course of business for amounts which are not delinquent or which are being contested by appropriate proceedings (provided appropriate reserves required pursuant to IFRS have been made in respect thereof), (c) zoning, entitlement, building and other land use regulations imposed by Governmental Entities having jurisdiction over such Person’s owned or leased real property which are not violated by the current use and operation of such real property, (d) covenants, conditions, restrictions, easements and other similar non-monetary matters of record affecting title to such Person’s owned or leased real property which do not materially impair the occupancy or use of such real property for the purposes for which it is currently used in connection with such Person’s businesses and that would be reasonably expected to appear on a commercially reasonable ALTA survey of such real property, (e) any right of way or easement related to public roads and highways, which do not materially impair the occupancy or use of such real property for the purposes for which it is currently used in connection with such Person’s businesses, (f) Liens arising under workers’ compensation, unemployment insurance, social security, retirement, and similar legislation, (g) Liens arising under the Company’s credit facility with the Lender, and (h) any other Liens that, in the aggregate, do not impair in more than a *de minimis* manner the value or the continued use and operation of the assets or properties to which they relate.

“Person” means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, Governmental Entity and other entity and Group.

“Personal Data” means, in addition to any definition provided by the Company or any of its Subsidiaries for any similar term (e.g., “personal information”, “personally identifiable information” or “PII”) in any privacy policy or other public-facing statement, all recorded information used to identify, contact or locate an individual, including name, physical address, telephone number, email address, financial account number, government-issued identifier (including Social Security number or driver’s license number), medical, health or insurance information, gender, or date of birth. Personal Data may relate to any individual, including a current, prospective or former employee, customer, supplier or vendor, and includes any of the foregoing information in any form, whether printed, electronic or otherwise.

“PPACA” has the meaning set forth in Section 3.12(f).

“Pre-Closing Period” has the meaning set forth in Section 5.02(a).

“Privacy Laws” means all Laws governing the receipt, collection, compilation, use, storage, retention, processing, sharing, safeguarding, security, disclosure or transfer of Personal Data.

“Public Company Documents” means all information, filings, reports and/or documents (including exhibits and other information incorporated therein) filed by the Company on the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators since and including January 1, 2012.

“Related Person Contracts” has the meaning set forth in Section 3.11.

“Related Persons” has the meaning set forth in Section 3.11.

“Release” means any actual release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including ambient air, surface water, groundwater, land surface or subsurface strata).

“Representatives” means, with respect to any Person, such Person’s directors, officers, employees, advisors, attorneys, accountants, financial advisors, investment bankers and other advisors or representatives.

“Requisite Company Vote” has the meaning set forth in Section 3.03(a).

“Software” means any and all (a) computer programs and other software, including software implementations of algorithms, models, and methodologies, whether in source code or object code, including libraries, subroutines and other components thereof, (b) computerized databases and all data and information included in such databases, (c) user interfaces, command structures, report formats, templates, and menus, and (d) all documentation, including development, diagnostic, support and training documentation related to any of the foregoing.

“Subsidiary” of a Person means a corporation, partnership, limited liability company, or other business entity of which a majority of the shares of voting securities is at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person.

“Superior Proposal” means a bona fide written Takeover Proposal involving the direct or indirect acquisition pursuant to a tender offer, exchange offer, take-over bid, merger, consolidation, or other business combination, of 80% or more of the Company’s consolidated assets or 80% or more of the outstanding Company Ordinary Shares, that the Company Board determines in good faith after considering the advice of its outside legal counsel and financial advisor and taking into consideration (a) all legal, financial, regulatory and other aspects of such Takeover Proposal (including conditions to closing, form of consideration, financing, regulatory approvals, and identity of the Person making such Takeover Proposal), and (b) the terms of this Agreement, including any revisions to this Agreement made or proposed in writing by Parent pursuant to Section 5.03(d) prior to the time of determination, is more favorable from a financial point of view to the holders of Company Ordinary Shares (solely in their capacity as such) than the transactions contemplated by this Agreement, including any revisions to this Agreement

made or proposed in writing by Parent pursuant to Section 5.03(d) prior to the time of determination, and is reasonably likely to be consummated on the terms proposed.

“Superior Proposal Agreement” has the meaning set forth in Section 5.03(d).

“Superior Proposal Determination” has the meaning set forth in Section 5.03(d).

“Surviving Corporation” has the meaning set forth in Section 1.01.

“Takeover Proposal” means an inquiry, proposal, or offer from, or indication of interest in making a proposal or offer by (whether or not in writing), any Person or Group (other than Parent and its Subsidiaries, including Merger Sub), relating to any transaction or series of related transactions, involving any (a) direct or indirect acquisition of assets of the Company or its Subsidiaries (including any voting equity interests of Subsidiaries) equal to twenty percent (20%) or more of the fair market value of the Company’s consolidated assets or to which twenty percent (20%) or more of the Company’s net revenues or net income on a consolidated basis are attributable or twenty percent (20%) or more of any class of equity or voting securities of the Company or any of its Subsidiaries whose assets, individually or in the aggregate, constitute twenty percent (20%) or more of the fair market value of the Company’s consolidated assets, (b) direct or indirect acquisition of twenty percent (20%) or more of the voting equity interests of the Company, (c) tender offer (including a self-tender offer), take-over bid, issuer bid or exchange offer that if consummated would result in any Person or Group beneficially owning (within the meaning of Section 13(d) of the Exchange Act) twenty percent (20%) or more of the voting power of the Company or one or more Subsidiaries of the Company whose assets, individually or in the aggregate, constitute twenty percent (20%) or more of the fair market value of the Company’s consolidated assets, (d) merger, consolidation, other business combination, or similar transaction involving the Company or any of its Subsidiaries, pursuant to which such Person or Group would own twenty percent (20%) or more of the consolidated assets (determined with respect to their fair market value), net revenues, or net income of the Company, and its Subsidiaries, taken as a whole, (e) liquidation or dissolution (or the adoption of a plan of liquidation or dissolution), or recapitalization or other significant corporate reorganization of the Company or one or more of its Subsidiaries which, individually or in the aggregate, generate or constitute twenty percent (20%) or more of the fair market value of the consolidated assets, net revenues, or net income of the Company and its Subsidiaries, taken as a whole, (f) any sale, lease, exchange, transfer, joint venture, license or other disposition of twenty percent (20%) or more of the fair market value of the consolidated assets of the Company, including through the acquisition of one or more Subsidiaries of the Company owning such assets, or (g) any combination of the foregoing.

“Taxes” means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax Returns” means any return, declaration, report, claim for refund, information return or statement, or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Termination Fee” means \$2,120,000.

“Top Brokers” has the meaning set forth in Section 3.22(a)(ii).

“Top Customers” has the meaning set forth in Section 3.22(a)(i).

“Trade Secrets” means trade secrets and other confidential information, including but not limited to research and development, formulas, recipes, compositions, manufacturing and productions processes and techniques, technical data designs and digital design files, drawing, specifications, schematics, business methods, prototypes, proposals, plans, tooling and models, apparatus, devices, databases and data collections, inventions (whether or not patentable), know-how, customer and supplier lists, pricing and cost information, and business and marketing plans, in each case that derive independent economic value from not being generally known by the public and not being readily ascertainable by other Persons, and all claims and rights related to any of the foregoing.

“TSXV” has the meaning set forth in Section 3.03(c).

“Voting Debt” has the meaning set forth in Section 3.02(c).

“Warrant Cashout” has the meaning set forth in Section 2.07.

“Warrantholder Consent” has the meaning set forth in Section 2.07.

“Warrants” has the meaning set forth in Section 2.07.

“Willful and Material Breach” means a material breach that is a consequence of either (a) an act knowingly undertaken or a knowing failure to act by the breaching party with the intent of causing a breach of this Agreement or (b) an act knowingly undertaken or a knowing failure to act by the breaching party that was reasonably likely to result in a breach of this Agreement (even if a breach of this Agreement was not the conscious object of such act) and which in fact does cause a breach of this Agreement, and which has not been cured in all material respects.

Section 8.02. Interpretation; Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Exhibit, Article, or Schedule, such reference shall be to a Section of, Exhibit to, Article of, or Schedule of this Agreement unless otherwise indicated. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions

thereof, and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” and the word “or” is not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and does not simply mean “if.” A reference in this Agreement to \$ or dollars is to U.S. dollars. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to “this Agreement” shall include the Schedules and the Company Disclosure Letter. Where the term “made available” is used in this Agreement, it means, with respect to any document or information, that the same has been made available, delivered or otherwise accessible not less than three Business Days prior to the date of this Agreement to Parent, including by means of the “Monitor” virtual dataroom with Merrill Datasite established by the Company or otherwise.

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 8.03. Survival. None of the representations and warranties contained in this Agreement or in any instrument delivered under this Agreement will survive the Effective Date. This Section 8.03 does not limit any covenant or agreement of the parties contained in this Agreement which, by its terms, contemplates performance after the Effective Date. In addition, Section 5.02(b), Section 5.16, Section 7.05, Section 7.06 and Article VIII (and any related definitions contained in any such Sections or Article) shall survive the termination of this Agreement. The Non-Disclosure Agreement will survive termination of this Agreement in accordance with its terms.

Section 8.04. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware, except that the following matters arising out of or relating to this Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the Cayman Islands: the Merger, the vesting of the undertaking, property and liabilities of Merger Sub in the Surviving Corporation, the cancellation of shares, the rights provided for in section 238 of the Cayman Companies Law with respect to any Dissenting Shares, and the fiduciary or other duties of the Company Board and the directors of Merger Sub.

Section 8.05. Submission to Jurisdiction. Each of the parties hereto irrevocably agrees that any Legal Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and

the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns shall be brought and determined exclusively in the Court of Chancery of Delaware or, if such court shall not have jurisdiction, exclusively in any federal court located in the State of Delaware or other Delaware state court. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.07 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 8.05, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable Law, any claim that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 8.06. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.06.

Section 8.07. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested, charges prepaid), (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified

or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.07):

If to Parent or Merger Sub,
to:

c/o Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, GA 30309
Email: j.kelley@equifax.com
Attention: Chief Legal Officer

with a copy (which will not
constitute notice to Parent
or Merger Sub) to:

King & Spalding LLP
1180 Peachtree Street N.E.
Atlanta, GA 30309
Email: cratliff@kslaw.com
trothermel@kslaw.com
Attention: Carrie A. Ratliff, Esq.
Anthony W. Rothermel, Esq.

If to the Company, to:

ID Watchdog, Inc.
621 17th Street, Suite 2501
Denver, CO 80293
Email: mgreene@idwatchdog.com
jlewis@idwatchdog.com
Attention: Michael Greene
Jay Lewis

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

Polsinelli PC
1401 Lawrence Street, Suite 2300
Denver, CO 80202
Email: dhensley@polsinelli.com
Attention: Darren R. Hensley, Esq.

or to such other Persons, addresses or facsimile numbers as may be designated in writing by the Person entitled to receive such communication as provided above.

Section 8.08. Entire Agreement. This Agreement (including the Exhibits and Schedules to this Agreement), the Company Disclosure Letter and the Non-Disclosure Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement, including that certain Preliminary Non-Binding Letter of Intent by and among the Company, the Company's Subsidiaries, and Parent, dated January 6, 2017 and executed January 16, 2017, as amended. In the event of any inconsistency between the statements in the body of this Agreement, the Non-Disclosure Agreement and the Company Disclosure Letter (other than an exception expressly set forth as such in the Company Disclosure Letter), the statements in the body of this Agreement will control.

Section 8.09. **No Third Party Beneficiaries.** Except as provided in Section 5.07 hereof (which shall be to the benefit of the parties referred to in such section), this Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.10. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.11. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.12. **Remedies.** Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party to this Agreement will be cumulative with, and not exclusive of, any other remedy contained in this Agreement, at Law or in equity. The exercise by a party to this Agreement of any one remedy will not preclude the exercise by it of any other remedy.

Section 8.13. **Specific Performance.** The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and that monetary damages, even if available, would not be an adequate remedy therefor, and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at Law or in equity, without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy). Subject to Section 7.06(g), the parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

Section 8.14. **Counterparts; Effectiveness.** This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

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

ID WATCHDOG, INC.

By: (signed) Jay B. Lewis

Name: Jay B. Lewis

Title: Chief Financial Officer

By: (signed) Keith G. Rickard

Name: Keith G. Rickard

Title: Director

EQUIFAX CONSUMER SERVICES LLC

By: (signed) Steven Stripe

Name: Steven Stripe

Title: Authorized Signatory

MONITOR MERGER SUB, INC.

By: (signed) Steven Stripe

Name: Steven Stripe

Title: Authorized Signatory

Exhibit A

Persons Entering Into Voting Agreements

Name	Form of Voting Agreement
Murray Atkins	Exhibit B-1
Keith Rickard	Exhibit B-1
Rickard Family Trust	Exhibit B-1
Heidrich Living Trust	Exhibit B-1
Craig Ramsay	Exhibit B-1
Jay Lewis	Exhibit B-1
Vulcan Properties, Inc.	Exhibit B-2
Celestial Holdings, LLC	Exhibit B-2
Jupiter Venture Partners	Exhibit B-2
Jupiter Holdings Management	Exhibit B-2
Rick Gates	Exhibit B-2

VOTING AGREEMENT

VOTING AGREEMENT, dated as of June 16, 2017 (this “**Agreement**”), by and among Equifax Consumer Services LLC (“**Parent**”), and [] (each a “**Shareholder**” and collectively, the “**Shareholders**”).

WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands (the “**Company**”), Parent and Monitor Merger Sub, Inc., an exempted company incorporated with limited liability in the Cayman Islands and a wholly owned subsidiary of Parent (“**Sub**”) are entering into an Agreement and Plan of Merger, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “**Merger Agreement**”), pursuant to which, among other things, each ordinary share of the Company (the “**Common Stock**”) will be converted into the right to receive the Merger Consideration (as defined in the Merger Agreement);

WHEREAS, as of the date hereof, each of the Shareholders is the beneficial owner of such Shareholder’s Existing Shares (as defined herein);

WHEREAS, as a condition and inducement to Parent entering into the Merger Agreement, Parent has required that each Shareholder agree, and each Shareholder has agreed, to enter into this Agreement and abide by the covenants and obligations with respect to such Shareholder’s Covered Shares (as defined herein); and

WHEREAS, the Board of Directors of the Company has (a) determined that it is in the best interests of the Company and its members, and declared it advisable, to enter into the Merger Agreement with Parent and Merger Sub, (b) approved the execution, delivery, and performance of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Merger, and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend adoption of the Merger Agreement by the members of the Company; in each case, in accordance with the Companies Law (2016 Revision) of the Cayman Islands.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

GENERAL

1.1 **Defined Terms.** The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Capitalized and other defined terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement.

“Beneficial Ownership” has the meaning ascribed to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended. The terms **“Beneficially Own”**, **“Beneficially Owned”** and **“Beneficial Owner”** shall each have a correlative meaning.

“Covered Shares” of a Shareholder (and each Shareholder’s **“Covered Shares”**) means the specified Shareholder’s Existing Shares, together with any shares of Common Stock or other voting capital stock of the Company and any shares of the Common Stock or other stock of the Company issuable upon the conversion, exercise or exchange of securities that are as of the relevant date securities convertible into or exercisable or exchangeable for shares of Common Stock or other voting capital stock of the Company, in each case that such specified Shareholder has or acquires Beneficial Ownership of on or after the date hereof.

“Existing Shares” of a Shareholder (and a Shareholder’s **“Existing Shares”**) means the shares of Common Stock set forth opposite such Shareholder’s name on Schedule 1 hereto.

“Expiration Date” shall mean the date that the Merger Agreement shall terminate in accordance with its terms.

“Permitted Transfer” means a Transfer of Covered Shares by a Shareholder to an Affiliate of such Shareholder, provided that, (i) such Affiliate shall remain an Affiliate of such Shareholder at all times following such Transfer, and (ii) prior to the effectiveness of such Transfer, such transferee executes and delivers to Parent a written agreement, in form and substance acceptable to Parent, to assume all of such Shareholder’s obligations hereunder in respect of the securities subject to such Transfer and to be bound by the terms of this Agreement, with respect to the securities subject to such Transfer, to the same extent as such Shareholder is bound hereunder and to make each of the representations and warranties hereunder in respect of the securities transferred as such Shareholder shall have made hereunder.

“Transfer” means, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise), either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the voting of or sale, transfer, assignment, pledge, Lien, hypothecation or similar disposition of (by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise).

ARTICLE II

VOTING

2.1 Agreement to Vote.

(a) Each Shareholder hereby irrevocably and unconditionally agrees that during the term of this Agreement, at the Company Members Meeting and at any other meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that the Covered Shares of such Shareholder are entitled to vote thereon or consent thereto:

(i) appear at each such meeting or otherwise cause the Covered Shares to be counted as present thereat for purposes of calculating a quorum; and

(ii) vote (or cause to be voted), in person or by proxy, or deliver (or cause to be delivered) a written consent (if then permitted under the Company's memorandum and articles of association) covering, all of such Covered Shares (A) in favor of the adoption and approval of the Merger Agreement and approval of the Merger and other transactions contemplated by the Merger Agreement, including, without limiting any of the foregoing obligations, in favor of any proposal to adjourn or postpone any meeting of the shareholders of the Company at which any of the foregoing matters are submitted for consideration and vote of the shareholders of the Company to a later date if there are not sufficient votes for approval of such matters on the date on which the meeting is held to vote upon any of the foregoing matters; (B) against any action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of such Shareholder contained in this Agreement; and (C) against any Takeover Proposal, Company Acquisition Agreement or Superior Proposal and against any other action, agreement or transaction involving the Company or any of its Subsidiaries that is intended to, or would reasonably be expected to, materially impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by the Company of its obligations under the Merger Agreement or by such Shareholder of its obligations under this Agreement, including (1) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or its Subsidiaries (other than the Merger); (2) a sale, lease or transfer of a material amount of assets of the Company or any of its Subsidiaries or any reorganization, recapitalization or liquidation of the Company or any of its Subsidiaries or (3) any change in the present capitalization of the Company or any amendment or other change to the Company's Charter Documents.

(b) Each Shareholder hereby waives, and agrees not to exercise or assert, any appraisal or similar rights (including under Section 238 of the Cayman Companies Law) in connection with the Merger.

(c) The obligations of such Shareholder specified in this Section 2.1 shall apply whether or not the Merger or any action described above is recommended by the Board of Directors of the Company (or any committee thereof).

2.2 No Inconsistent Agreements. Each Shareholder hereby covenants and agrees that, except for this Agreement, such Shareholder (a) has not entered into, and shall not enter into at any time while the Merger Agreement remains in effect, any voting agreement or voting trust with respect to the Covered Shares of such Shareholder, (b) has not granted, and shall not grant at any time while the Merger Agreement remains in effect, a proxy (except pursuant to Section 2.3), consent or power of attorney with respect to the Covered Shares of such Shareholder and (c) has not taken and shall not knowingly take any action that would make any representation or warranty of such Shareholder contained herein untrue or incorrect in any material respect or have the effect of preventing or disabling such Shareholder from performing any of its or his obligations under this Agreement. Such Shareholder hereby represents that all proxies, powers of attorney, instructions or other requests given by such Shareholder prior to the execution of this Agreement in respect of the voting of such Shareholder's Covered Shares, if any, are not irrevocable and the Shareholder hereby revokes (and shall cause to be revoked) any and all previous proxies, powers of attorney, instructions or other requests with respect to such Shareholder's Covered Shares.

2.3 Proxy. Each Shareholder hereby irrevocably appoints as its or his proxy and attorney-in-fact, Steven Stripe, the Senior Vice President – Corporate Development of Equifax Inc., an Affiliate of Parent, and Dustin Renn, the Vice President – Corporate Development of Equifax Inc., an Affiliate of Parent, and any individual who shall hereafter succeed any such persons, and any other Person designated in writing by Parent, each of them individually, with full power of substitution and resubstitution, to vote or execute written consents with respect to the Covered Shares of such Shareholder in accordance with Section 2.1 prior to the Expiration Date at the Company Members Meeting and at any annual or special meetings of shareholders of the Company (or adjournments thereof) at which any of the matters described in Section 2.1 is to be considered; provided, however, that such Shareholder's grant of the proxy contemplated by this Section 2.3 shall be effective if, and only if, such Shareholder has not delivered to the Secretary of the Company at least ten business days prior to the meeting at which any of the matters described in Section 2.1 are to be considered a duly executed irrevocable proxy card directing that the Covered Shares of such Shareholder be voted in accordance with Section 2.1. This proxy, if it becomes effective, is coupled with an interest, is given as an additional inducement of Parent to enter into the Merger Agreement and shall be irrevocable prior to the Expiration Date, at which time any such proxy shall terminate. Each Shareholder (solely in its capacity as such) shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. Parent may terminate this proxy with respect to such Shareholder at any time at its sole election by written notice provided to such Shareholder.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Each Shareholder. Each Shareholder hereby represents and warrants to Parent as follows:

(a) Authorization; Validity of Agreement; Necessary Action. Such Shareholder is a natural person or a limited liability company duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of organization. Such Shareholder has the requisite capacity and authority to execute and deliver this Agreement, to perform its or his obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Shareholder and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitutes a legal, valid and binding obligation of such Shareholder, enforceable against such Shareholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Ownership. Each Shareholder's Existing Shares are, and all of the Covered Shares owned by such Shareholder from the date hereof through and on the Expiration Date will be, Beneficially Owned and owned of record by such Shareholder. Such Shareholder has good and valid title to such Shareholder's Existing Shares, free and clear of any Liens other than pursuant to this Agreement, the Merger Agreement, under applicable federal or state securities laws or pursuant to any written policies of the Company only with respect to restrictions upon the trading of securities under applicable securities laws. As of the date hereof, such Shareholder's Existing Shares constitute all of the shares of Common Stock¹ Beneficially Owned or owned of record by such Shareholder. Such Shareholder has and will have at all times through the Expiration Date sole voting power (including the right to control such vote as contemplated herein), sole power of disposition, sole power to issue instructions with respect to the matters set forth in Article II, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of such Shareholder's Existing Shares and with respect to all of the Covered Shares owned by such Shareholder at all times through the Expiration Date.

(c) No Violation. The execution and delivery of this Agreement by such Shareholder do not, and the performance by such Shareholder of its or his obligations under this Agreement will not, (i) conflict with or violate any Law applicable to such Shareholder or by which any of its or his assets or properties is bound or any organizational documents of such Shareholder, or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment,

acceleration or cancellation of, or result in the creation of any Lien on the properties or assets of such Shareholder pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Shareholder is a party or by which such Shareholder and/or any of its or his assets or properties is bound, except for any of the foregoing as would not impair the ability of such Shareholder to perform its or his obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(d) Consents and Approvals. The execution and delivery of this Agreement by such Shareholder do not, and the performance by such Shareholder of its or his obligations under this Agreement and the consummation by it or him of the transactions contemplated hereby will not, require such Shareholder to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any Governmental Entity, other than the filings of any reports with the TSXV and the Canadian Securities Laws.

(e) Absence of Litigation. As of the date hereof, there is no litigation, action, suits or proceeding pending or, to the knowledge of such Shareholder, threatened against or affecting such Shareholder and/or any of its or his Affiliates before or by any Governmental Entity that would reasonably be expected to impair the ability of such Shareholder to perform its or his obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(f) Finder's Fees. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Parent, Sub or the Company in respect of this Agreement based upon any arrangement or agreement made by or on behalf of such Shareholder.

(g) Reliance by Parent. Such Shareholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon the execution and delivery of this Agreement by such Shareholder and the representations and warranties of such Shareholder contained herein. Such Shareholder understands and acknowledges that the Merger Agreement governs the terms of the Merger and the other transactions contemplated thereby.

3.2 Representations and Warranties of Parent. Parent hereby represents and warrants to each Shareholder that it has the requisite capacity and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent, constitutes a legal, valid and binding obligation of Parent, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

ARTICLE IV

OTHER COVENANTS

4.1 Prohibition on Transfers; Other Actions. Until the Expiration Date, each Shareholder agrees that it shall not (a) Transfer any of such Shareholder's Covered Shares, Beneficial Ownership thereof or any other interest therein unless such Transfer is a Permitted Transfer; (b) enter into any agreement, arrangement or understanding with any Person, or take any other action, that violates or conflicts with or would reasonably be expected to violate or conflict with, or result in or give rise to a violation of or conflict with, such Shareholder's representations, warranties, covenants and obligations under this Agreement; or (c) take any action that could restrict or otherwise affect such Shareholder's legal power, authority and right to comply with and perform its or his covenants and obligations under this Agreement. Any Transfer in violation of this provision shall be void ab initio. Each Shareholder shall not request that the Company or its or his transfer agent register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any of such Shareholder's Covered Shares and hereby consents to the entry of stop transfer instructions by the Company of any transfer of such Shareholder's Existing Shares (and any other Shares that are beneficially owned by such Shareholder), unless such transfer is made in compliance with this Agreement.

4.2 Stock Dividends. In the event of a stock split, stock dividend or distribution, or any change in the Common Stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, reincorporation, exchange of shares or the like, the terms "Existing Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

4.3 No Solicitation; Support of Takeover Proposals.

(a) Each Shareholder shall not and shall cause its or his Representatives not to, directly or indirectly, (i) solicit, initiate or take any action to facilitate or encourage the submission of any Takeover Proposal, (ii) furnish information to or afford access to the business, employees, officers, contracts, properties, assets, or books and records of the Company or any of the Subsidiaries of the Company to any Person or any Person's Representatives in connection with any Takeover Proposal or inquiry in respect thereof, (iii) enter into, continue or maintain discussions or negotiations with any Person or any Person's Representatives with respect to any Takeover Proposal or inquiry in respect thereof, or (iv) otherwise cooperate with or assist or participate in or facilitate any discussions or negotiations regarding, or furnish or cause to be furnished to any Person or Group any information with respect to, or take any other action to facilitate any inquiry regarding, or the making of any proposal that constitutes, or could be reasonably expected to result in, a Takeover Proposal. Without limiting the foregoing, it is agreed that in the event any Representative of the Shareholder takes any action, which, if taken by the Shareholder, would constitute a breach of this Section 4.3, then the Shareholder shall be deemed to be in breach of this Section 4.3. Each Shareholder shall

cease immediately and cause to be terminated, and shall not authorize any of its or his Representatives to continue, any and all activities, discussions, or negotiations then existing, if any, with any third party conducted prior to the date hereof with respect to any Takeover Proposal and shall request any such third party in possession of non-public information in respect of the Company or any of its Subsidiaries that was furnished by or on behalf of the Shareholder and its Representatives to return or destroy all such information.

(b) For the purposes of this Section 4.3, the Company shall be deemed not to be an Affiliate or Subsidiary of any Shareholder, and any officer, director, employee, agent or advisor of the Company (in each case, in their capacities as such) shall be deemed not to be a Representative of any Shareholder. Notwithstanding anything else in this Agreement, this Section 4.3 and all other terms and provisions of this Agreement shall be subject to Section 5.14.

4.4 Notice of Acquisitions. Each Shareholder agrees to notify Parent as promptly as practicable (and in any event within 24 hours after receipt) orally and in writing of the number of any additional shares of Common Stock or other securities of the Company of which such Shareholder acquires Beneficial Ownership on or after the date hereof.

4.5 Further Assurances. From time to time, at Parent's reasonable request and without further consideration, each Shareholder agrees to cooperate with Parent in making all filings and obtaining all consents of Governmental Entities and third parties and to execute and deliver such additional documents and take all such further actions as may be necessary or desirable to effect the actions contemplated by this Agreement at the sole cost and expense of Parent. Without limiting the foregoing, Shareholder hereby authorizes Parent and the Company to publish and disclose in any announcement or disclosure required by Canadian Securities Laws and in the Information Circular the Shareholder's identity and ownership of such Shareholder's Covered Shares and the nature of the Shareholder's obligations under this Agreement.

ARTICLE V

MISCELLANEOUS

5.1 Termination. This Agreement shall remain in effect until the earlier to occur of the Effective Date or the Expiration Date. Neither the provisions of this Section 5.1 nor the termination of this Agreement shall relieve (a) any party hereto from any liability of such party to any other party incurred prior to such termination or expiration, or (b) any party hereto from any liability to any other party arising out of or in connection with a breach of this Agreement.

5.2 No Ownership Interest. Each Shareholder has agreed to enter into this Agreement and act in the manner specified in this Agreement for consideration. Except as expressly set forth in this Agreement, all rights and all ownership and economic benefits of and relating to a Shareholder's Covered Shares shall remain vested in and

belong to such Shareholder, and except as expressly set forth in this Agreement, nothing herein shall, or shall be construed to, grant Parent any power, sole or shared, to direct or control the voting or disposition of any of such Covered Shares. Nothing in this Agreement shall be interpreted as creating or forming a “group” with any other Person, including Parent, for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable law.

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

(a) if to Parent to:

Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, GA 30309
Email: dustin.renn@equifax.com
Attention: Dustin Renn

with a copy to:

King & Spalding LLP
1180 Peachtree Street N.E.
Atlanta, GA 30309
Email: cratliff@kslaw.com
Attention: Carrie A. Ratliff, Esq.

(b) if to the Shareholder, to the applicable address set forth on Schedule 1.

5.4 Interpretation.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Exhibit, Article, or Schedule, such reference shall be to a Section of, Exhibit to, Article of, or Schedule of this Agreement unless otherwise indicated. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (ii) to a statute means such statute as amended from time to time and

includes any successor legislation thereto and any regulations promulgated thereunder. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” and the word “or” is not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and does not simply mean “if.” A reference in this Agreement to \$ or dollars is to U.S. dollars. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

5.5 Execution in Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

5.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

5.8 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns shall be brought and determined exclusively in the Court of Chancery of Delaware or, if such court shall not have jurisdiction, exclusively in any federal court located in the State of Delaware or other Delaware state court. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 5.3 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof.

Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself or himself and in respect of its or his property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it or he is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 5.8, (ii) any claim that it or he or its or his property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8.

5.9 Amendments and Waivers. At any time prior to the Effective Date, this Agreement may be amended or supplemented in any and all respects, whether before or after receipt of the Requisite Company Vote, by written agreement signed by each of the parties hereto; provided, however, that following the receipt of the Requisite Company Vote, there shall be no amendment or supplement to the provisions of this Agreement which by Law or in accordance with the rules of any relevant self-regulatory organization would require further approval by the holders of Company Ordinary Shares without such approval. At any time prior to the Effective Date, the Company may (a) extend the time for the performance of any of the obligations of the other party(ies), (b) waive any inaccuracies in the representations and warranties of the other party(ies) contained in this Agreement or in any document delivered under this Agreement, or (c) unless prohibited

by applicable Law, waive compliance with any of the covenants, agreements or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in an instrument in writing signed by such party. If any party expressly waives in writing an unsatisfied condition, representation, warranty, undertaking, covenant or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, Liabilities or expenses, including legal and other expenses, from the other parties in respect of the matter or matters so waived. The failure of any party to assert any of its or his rights under this Agreement or otherwise will not constitute a waiver of such rights.

5.10 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and that monetary damages, even if available, would not be an adequate remedy therefor, and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at Law or in equity, without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy). The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

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

5.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its or his rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its or his obligations hereunder.

5.13 Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

5.14 Action by Shareholder Capacity Only. Parent acknowledges that each Shareholder has entered into this Agreement solely in its capacity as the record and/or beneficial owner of such Shareholder's Covered Shares (and not in any other capacity, including without limitation, any capacity as a director or officer of the Company). Nothing herein shall limit or affect any actions taken by such Shareholder or its Affiliate or designee, or require such Shareholder or its Affiliate or designee to take any action, in each case, in its or his capacity as a director or officer of the Company, and any actions taken, or failure to take any actions, by it or him in such capacity as a director or officer of the Company shall not be deemed to constitute a breach of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed (where applicable, by their respective officers or other authorized Person thereunto duly authorized) as of the date first written above.

[SHAREHOLDER]

[Signature Page to Voting Agreement]

**EQUIFAX CONSUMER SERVICES
LLC**

By: _____
Name:
Title:

SCHEDULE 1

OWNERSHIP OF EXISTING SHARES

Beneficial Owner	Number of Existing Shares
[NAME AND ADDRESS]	

VOTING AGREEMENT

VOTING AGREEMENT, dated as of June 16, 2017 (this “**Agreement**”), by and among Equifax Consumer Services LLC, a Georgia limited liability company (“**Parent**”), and Vulcan Properties, Inc. (the “**Shareholder**”).

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands (the “**Company**”), Parent and Monitor Merger Sub, Inc., an exempted company incorporated with limited liability in the Cayman Islands and a wholly owned subsidiary of Parent (“**Sub**”) are entering into an Agreement and Plan of Merger, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “**Merger Agreement**”), pursuant to which, among other things, each ordinary share of the Company (the “**Common Stock**”) will be converted into the right to receive the Merger Consideration (as defined in the Merger Agreement);

WHEREAS, as of the date hereof, the Shareholder is the Beneficial Owner of the Shareholder’s Existing Shares (as defined herein);

WHEREAS, as a condition and inducement to Parent entering into the Merger Agreement, Parent has required that the Shareholder agrees, and the Shareholder has agreed, to enter into this Agreement and abide by the covenants and obligations with respect to the Shareholder’s Covered Shares (as defined herein); and

WHEREAS, the Board of Directors of the Company has (a) determined that it is in the best interests of the Company and its members, and declared it advisable, to enter into the Merger Agreement with Parent and Merger Sub, (b) approved the execution, delivery, and performance of the Merger Agreement and the consummation of the transactions contemplated thereby, including the Merger, and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend adoption of the Merger Agreement by the members of the Company; in each case, in accordance with the Companies Law (2016 Revision) of the Cayman Islands.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

GENERAL

1.1 **Defined Terms.** The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Capitalized and other defined terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Merger Agreement.

“Beneficial Ownership” has the meaning ascribed to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended. The terms **“Beneficially Own”**, **“Beneficially Owned”** and **“Beneficial Owner”** shall each have a correlative meaning.

“Covered Shares” of a Shareholder (and each Shareholder’s **“Covered Shares”**) means the specified Shareholder’s Existing Shares, together with any shares of Common Stock or other voting capital stock of the Company and any shares of the Common Stock or other stock of the Company issuable upon the conversion, exercise or exchange of securities that are as of the relevant date securities convertible into or exercisable or exchangeable for shares of Common Stock or other voting capital stock of the Company, in each case that such specified Shareholder has or acquires Beneficial Ownership of on or after the date hereof.

“Existing Shares” of a Shareholder (and a Shareholder’s **“Existing Shares”**) means the shares of Common Stock set forth opposite the Shareholder’s name on Schedule 1 hereto.

“Expiration Date” shall mean the earliest of (i) the date that the Merger Agreement shall terminate in accordance with its terms, (ii) the Effective Date, (iii) with respect to the Shareholder, the date on which there is any material modification, waiver or amendment to the Merger Agreement that has not been approved in writing by the Shareholder and (a) that is any way material and adverse, or adverse from a financial standpoint, to the Shareholder or (b) that reduces the amount, or modifies the form, of the Merger Consideration payable to the Shareholder (other than adjustments in accordance with the terms of the Merger Agreement), or (iv) the occurrence of a Company Adverse Recommendation Change or the Company Board determines that a Superior Proposal has been received or an Intervening Event has occurred.

“Permitted Transfer” means (a) a Transfer of all or a portion of Covered Shares by a Shareholder to an Affiliate of the Shareholder, provided, that, (i) such Affiliate shall remain an Affiliate of the Shareholder at all times following such Transfer, and (ii) prior to the effectiveness of such Transfer, such transferee executes and delivers to Parent a written agreement, in form and substance reasonably acceptable to Parent, to assume all of the Shareholder’s obligations hereunder in respect of such Covered Shares subject to such Transfer and to be bound by the terms of this Agreement, with respect to such Covered Shares subject to such Transfer, to the same extent as the Shareholder is bound hereunder and to make each of the representations and warranties hereunder in respect of the securities transferred as the Shareholder shall have made hereunder, (b) a Transfer of all or a portion of Covered Shares with Parent’s prior written consent, or (c) the conversion of any Covered Shares into the right to receive the Merger Consideration in accordance with the terms of the Merger Agreement.

“Transfer” means, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise), either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the voting of or sale, transfer, assignment, pledge, Lien, hypothecation or similar disposition of (by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise).

“Voting Period” shall mean the period commencing on the date of this Agreement and ending on the Expiration Date.

ARTICLE II

VOTING

2.1 Agreement to Vote.

(a) The Shareholder hereby irrevocably and unconditionally agrees that, solely during the Voting Period, at the Company Members Meeting and at any other meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, the Shareholder shall, in each case to the fullest extent that the Covered Shares of the Shareholder are entitled to vote thereon or consent thereto:

(i) appear at each such meeting or otherwise cause such Covered Shares to be counted as present thereat for purposes of calculating a quorum; and

(ii) vote (or cause to be voted), in person or by proxy, or deliver (or cause to be delivered) a written consent (if then permitted under the Company’s memorandum and articles of association) covering, all of such Covered Shares (A) in favor of the adoption and approval of the Merger Agreement and approval of the Merger and other transactions contemplated by the Merger Agreement, including, without limiting, any of the foregoing obligations, in favor of any proposal to adjourn or postpone any meeting of the shareholders of the Company at which any of the foregoing matters are submitted for consideration and vote of the shareholders of the Company to a later date if there are not sufficient votes for approval of such matters on the date on which the meeting is held to vote upon any of the foregoing matters; (B) against any action or agreement that, to the knowledge of the Shareholder, would reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of the Shareholder contained in this Agreement; and (C) against any action, agreement or transaction involving the Company or any of its Subsidiaries that is intended to, or would reasonably be expected to, materially impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by the Company of its obligations under the Merger Agreement or by the Shareholder of its obligations under this Agreement, including (1) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or its Subsidiaries (other than the Merger); (2) a sale, lease or transfer of a material amount of assets of the Company or any of its Subsidiaries or any reorganization, recapitalization or liquidation of the Company or any of its Subsidiaries or (3) any change in the present capitalization of the Company or any amendment or other change to the Company’s Charter Documents.

(b) The Shareholder hereby waives, and agrees not to exercise or assert, any appraisal or similar rights (including under Section 238 of the Cayman Companies Law) in connection with the Merger.

(c) The obligations of the Shareholder specified in this Section 2.1 shall apply whether or not the Merger or any action described above is recommended by the Board of Directors of the Company (or any committee thereof).

2.2 No Inconsistent Agreements. The Shareholder hereby covenants and agrees that, except for this Agreement, the Shareholder (a) has not entered into, and shall not enter into at any time during the Voting Period, any voting agreement or voting trust with respect to the Covered Shares of the Shareholder, (b) has not granted, and shall not grant at any time during the Voting Period, a proxy (except pursuant to Section 2.3), consent or power of attorney with respect to the Covered Shares of the Shareholder and (c) has not taken and shall not knowingly take any action that would make any representation or warranty of the Shareholder contained herein untrue or incorrect in any material respect or have the effect of preventing or disabling the Shareholder from performing any of its obligations under this Agreement. The Shareholder hereby represents that all proxies, powers of attorney, instructions or other requests given by the Shareholder prior to the execution of this Agreement in respect of the voting of the Shareholder's Covered Shares, if any, are not irrevocable and the Shareholder hereby revokes (and shall cause to be revoked) any and all previous proxies, powers of attorney, instructions or other requests with respect to the Shareholder's Covered Shares.

2.3 Proxy. The Shareholder hereby irrevocably appoints as its proxy and attorney-in-fact, Steven Stripe, the Senior Vice President – Corporate Development of Equifax Inc., an Affiliate of Parent, and Dustin Renn, the Vice President – Corporate Development of Equifax Inc., an Affiliate of Parent, and any individual who shall hereafter succeed any such Person, and any other Person designated in writing by Parent, each of them individually, with full power of substitution and resubstitution, to vote or execute written consents with respect to the Covered Shares of the Shareholder in accordance with Section 2.1 prior to the Expiration Date at the Company Members Meeting and at any annual or special meetings of shareholders of the Company (or adjournments thereof) at which any of the matters described in Section 2.1 is to be considered; provided, however, that the Shareholder's grant of the proxy contemplated by this Section 2.3 shall be effective if, and only if, the Shareholder has not delivered to the Secretary of the Company at least two business days prior to the meeting at which any of the matters described in Section 2.1 are to be considered a duly executed irrevocable proxy card directing that the Covered Shares of the Shareholder be voted in accordance with Section 2.1. This proxy, if it becomes effective, is coupled with an interest, is given as an additional inducement of Parent to enter into the Merger Agreement and shall be irrevocable prior to the Expiration Date, at which time any such proxy shall automatically terminate and this Section 2.3 shall be of no further force or effect. The Shareholder (solely in its capacity as such) shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy if, and only if, it becomes effective pursuant to the terms of this Section 2.3. Parent may terminate this proxy with respect to the Shareholder at any time at its sole election by written notice provided to the Shareholder.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder. The Shareholder hereby represents and warrants to Parent as follows:

(a) Authorization; Validity of Agreement; Necessary Action. The Shareholder is an entity duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of organization. The Shareholder has the requisite capacity and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Shareholder and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitutes a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Ownership. The Shareholder's Existing Shares are, and all of the Covered Shares owned by the Shareholder from the date hereof through and on the Expiration Date will be, Beneficially Owned and owned of record by the Shareholder. The Shareholder has good and valid title to the Shareholder's Existing Shares, free and clear of any Liens other than pursuant to this Agreement, the Merger Agreement, under applicable federal or state securities laws or pursuant to any written policies of the Company only with respect to restrictions upon the trading of securities under applicable securities laws. As of the date hereof, the Shareholder's Existing Shares constitute all of the shares of Common Stock Beneficially Owned or owned of record by the Shareholder. The Shareholder has and will have at all times through the Expiration Date sole voting power (including the right to control such vote as contemplated herein), sole power of disposition, sole power to issue instructions with respect to the matters set forth in Article II, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Shareholder's Existing Shares and with respect to all of the Covered Shares owned by the Shareholder at all times through the Expiration Date.

(c) No Violation. The execution and delivery of this Agreement by the Shareholder do not, and the performance by the Shareholder of its obligations under this Agreement will not, (i) conflict with or violate any Law applicable to the Shareholder or by which any of its assets or properties is bound or any organizational documents of the Shareholder, or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien on the properties or assets of the Shareholder pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Shareholder is a party or by which the Shareholder and/or any of its assets or properties are bound, except for any of the foregoing as would not impair the ability of the Shareholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(d) Consents and Approvals. The execution and delivery of this Agreement by the Shareholder do not, and the performance by the Shareholder of its obligations under this Agreement and the consummation by it of the transactions contemplated hereby will not, require the Shareholder to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any Governmental Entity, other than the filings of any reports with the TSXV and the Canadian Securities Laws.

(e) Absence of Litigation. As of the date hereof, there is no litigation, action, suits or proceeding pending or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder and/or any of its Affiliates before or by any Governmental Entity that would reasonably be expected to impair the ability of the Shareholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(f) Finder's Fees. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Parent, Sub or the Company in respect of this Agreement based upon any arrangement or agreement made by or on behalf of the Shareholder.

(g) Reliance by Parent. The Shareholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon the execution and delivery of this Agreement by the Shareholder and the representations and warranties of the Shareholder contained herein. The Shareholder understands and acknowledges that the Merger Agreement governs the terms of the Merger and the other transactions contemplated thereby.

3.2 Representations and Warranties of Parent. Parent is a limited liability company duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of organization. Parent hereby represents and warrants to the Shareholder that it has the requisite capacity and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Parent, constitutes a legal, valid and binding obligation of Parent, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

ARTICLE IV

OTHER COVENANTS

4.1 Prohibition on Transfers; Other Actions. Until the Expiration Date, the Shareholder agrees that it shall not (a) Transfer any of the Shareholder's Covered Shares, Beneficial Ownership thereof or any other interest therein unless such Transfer is a Permitted Transfer; (b) enter into any agreement, arrangement or understanding with any Person, or take any other action, that violates or conflicts with or would reasonably be expected to violate or conflict with, or result in or give rise to a violation of or conflict with, the Shareholder's representations, warranties, covenants and obligations under this Agreement; or (c) take any action that could restrict or otherwise affect the Shareholder's legal power, authority and right to comply with and perform its covenants and obligations under this Agreement other than a

Transfer that is a Permitted Transfer. Any Transfer in violation of this Section 4.1 shall be void ab initio. The Shareholder shall not request that the Company or its transfer agent register the Transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any of the Shareholder's Covered Shares and hereby consents to the entry of stop transfer instructions by the Company of any Transfer of the Shareholder's Existing Shares (and any other Shares that are beneficially owned by the Shareholder), unless such Transfer is made in compliance with this Agreement.

4.2 Stock Dividends. In the event of a stock split, stock dividend or distribution, or any change in the Common Stock by reason of any split-up, stock split, reverse stock split, recapitalization, combination, reclassification, reincorporation, exchange of shares or the like, the terms "**Existing Shares**" and "**Covered Shares**" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

4.3 No Solicitation; Support of Takeover Proposals.

(a) The Shareholder shall not and shall cause its Representatives not to, directly or indirectly, (i) solicit, initiate or take any action to facilitate or encourage the submission of any Takeover Proposal, (ii) furnish information to or afford access to the business, employees, officers, contracts, properties, assets, or books and records of the Company or any of the Subsidiaries of the Company to any Person or any Person's Representatives in connection with any Takeover Proposal or inquiry in respect thereof, (iii) enter into, continue or maintain discussions or negotiations with any Person or any Person's Representatives with respect to any Takeover Proposal or inquiry in respect thereof, or (iv) otherwise cooperate with or assist or participate in or facilitate any discussions or negotiations regarding, or furnish or cause to be furnished to any Person or Group any information with respect to, or take any other action to facilitate any inquiry regarding, or the making of any proposal that constitutes, or could be reasonably expected to result in, a Takeover Proposal. Without limiting the foregoing, it is agreed that in the event any Representative of the Shareholder takes any action, which, if taken by the Shareholder, would constitute a breach of this Section 4.3, then the Shareholder shall be deemed to be in breach of this Section 4.3. The Shareholder shall cease immediately and cause to be terminated, and shall not authorize any of its Representatives to continue, any and all activities, discussions, or negotiations then existing, if any, with any third party conducted prior to the date hereof with respect to any Takeover Proposal and shall request any such third party in possession of non-public information in respect of the Company or any of its Subsidiaries that was furnished by or on behalf of the Shareholder and its Representatives to return or destroy all such information.

(b) For the purposes of this Section 4.3, the Company shall be deemed not to be an Affiliate or Subsidiary of the Shareholder, and any officer, director, employee, agent or advisor of the Company (in each case, in their capacities as such) shall be deemed not to be a Representative of the Shareholder. Notwithstanding anything else in this Agreement, this Section 4.3 and all other terms and provisions of this Agreement shall be subject to Section 5.14.

4.4 Notice of Acquisitions. The Shareholder agrees to notify Parent as promptly as practicable (and in any event within 24 hours after receipt) orally and in writing of the number of any additional shares of Common Stock or other securities of the Company of which the Shareholder acquires Beneficial Ownership on or after the date hereof.

4.5 Further Assurances. From time to time, at Parent's reasonable written request and without further consideration, the Shareholder agrees to cooperate with Parent in making all filings and obtaining all consents of Governmental Entities and third parties and to execute and deliver such additional documents and take all such further actions as may be necessary or desirable to effect the actions contemplated by this Agreement at the sole cost and expense of Parent. Without limiting the foregoing, the Shareholder hereby authorizes Parent and the Company to publish and disclose in any announcement or disclosure required by Canadian Securities Laws and in the Information Circular the Shareholder's identity and ownership of the Shareholder's Covered Shares and the nature of the Shareholder's obligations under this Agreement.

ARTICLE V

MISCELLANEOUS

5.1 Termination. This Agreement shall remain in effect until, and shall automatically terminate upon, the Expiration Date. Neither the provisions of this Section 5.1 nor the termination of this Agreement shall relieve (a) any party hereto from any liability of such party to any other party incurred prior to the Expiration Date, or (b) any party hereto from any liability to any other party arising out of or in connection with a breach of this Agreement incurred prior to the Expiration Date.

5.2 No Ownership Interest. The Shareholder has agreed to enter into this Agreement and act in the manner specified in this Agreement for consideration. Except as expressly set forth in this Agreement, all rights and all ownership and economic benefits of and relating to the Shareholder's Covered Shares shall remain vested in and belong to the Shareholder, and except as expressly set forth in this Agreement, nothing herein shall, or shall be construed to, grant Parent any power, sole or shared, to direct or control the voting or disposition of any of such Covered Shares. Nothing in this Agreement shall be interpreted as creating or forming a "group" with any other Person, including Parent, for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable law.

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

(a) if to Parent to:

Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, GA 30309
Email: dustin.renn@equifax.com
Attention: Dustin Renn

with a copy to:

King & Spalding LLP
1180 Peachtree Street N.E.
Atlanta, GA 30309
Email: cratliff@kslaw.com
Attention: Carrie A. Ratliff, Esq.

(b) if to the Shareholder, to the address set forth on Schedule 1.

5.4 Interpretation.

(a) The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Article, or Schedule, such reference shall be to a Section of, Article of, or Schedule of this Agreement unless otherwise indicated. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” and the word “or” is not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and does not simply mean “if.” A reference in this Agreement to \$ or dollars is to U.S. dollars. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

5.5 Execution in Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties. A signed copy of this Agreement delivered by facsimile, e-mail or other

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5.6 Entire Agreement. This Agreement and the Merger Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

5.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

5.8 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns shall be brought and determined exclusively in the Court of Chancery of Delaware or, if such court shall not have jurisdiction, exclusively in any federal court located in the State of Delaware or other Delaware state court. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 5.3 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it or he is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 5.8, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE

TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8.

5.9 Amendments and Waivers. At any time prior to the termination of this Agreement, this Agreement may be amended or supplemented in any and all respects, whether before or after receipt of the Requisite Company Vote, by written agreement signed by each of the parties hereto; provided, however, that following the receipt of the Requisite Company Vote, there shall be no amendment or supplement to the provisions of this Agreement which by Law or in accordance with the rules of any relevant self-regulatory organization would require further approval by the holders of Company Ordinary Shares without such approval. At any time prior to the termination of this Agreement, the Company may (a) extend the time for the performance of any of the obligations of the other party(ies), (b) waive any inaccuracies in the representations and warranties of the other party(ies) contained in this Agreement or in any document delivered under this Agreement, or (c) unless prohibited by applicable Law, waive compliance with any of the covenants, agreements or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in an instrument in writing signed by such party. If any party expressly waives in writing an unsatisfied condition, representation, warranty, undertaking, covenant or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, Liabilities or expenses, including legal and other expenses, from the other parties in respect of the matter or matters so waived. The failure of any party to assert any of its rights under this Agreement or otherwise will not constitute a waiver of such rights.

5.10 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and that monetary damages, even if available, would not be an adequate remedy therefor, and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at Law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

5.11 Partial Invalidity; Reformability; Protected Rights. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination

that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5.12 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

5.13 Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

5.14 Action by Shareholder Capacity Only. Parent acknowledges that the Shareholder has entered into this Agreement solely in its capacity as the record and/or beneficial owner of the Shareholder's Covered Shares (and not in any other capacity, including without limitation, any capacity as a director or officer of the Company). Nothing herein shall limit or affect any actions taken by the Shareholder or its Affiliate or designee, or require the Shareholder or its Affiliate or designee to take any action, in each case, in its or his capacity as a director or officer of the Company, and any actions taken, or failure to take any actions, by it or him in such capacity as a director or officer of the Company shall not be deemed to constitute a breach of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed (where applicable, by their respective officers or other authorized Person thereunto duly authorized) as of the date first written above.

VULCAN PROPERTIES, INC.

By: _____
Name: Stanley Garber
Title: Treasurer

**EQUIFAX CONSUMER SERVICES
LLC**

By: _____

Name:

Title:

SCHEDULE 1

OWNERSHIP OF COVERED SHARES

Beneficial Owner	Number of Covered Shares
Vulcan Properties, Inc. 1 Rockefeller Plaza, Suite 1708 New York, NY 10020 Attention: Stanley Garber	2,988,587 Existing Shares

The Companies Law (2016 Revision) of the Cayman Islands
Plan of Merger

This plan of merger (the "**Plan of Merger**") is made on [] 2017 between ID Watchdog, Inc. (the "**Surviving Company**") and Monitor Merger Sub, Inc. (the "**Merging Company**").

Whereas the Merging Company is a Cayman Islands exempted company and is entering into this Plan of Merger pursuant to the provisions of Part XVI of the Companies Law (2016 Revision) (the "**Statute**").

Whereas the Surviving Company is a Cayman Islands exempted company and is entering into this Plan of Merger pursuant to the provisions of Part XVI of the Statute.

Whereas the directors of the Merging Company and the directors of the Surviving Company deem it desirable and in the commercial interests of the Merging Company and the Surviving Company, respectively, that the Merging Company be merged with and into the Surviving Company and that the undertaking, property and liabilities of the Merging Company vest in the Surviving Company (the "**Merger**").

Terms not otherwise defined in this Plan of Merger shall have the meanings given to them under the Agreement and Plan of Merger dated June 16 2017 and made between, amongst others, the Surviving Company and the Merging Company (the "**Merger Agreement**") a copy of which is annexed at Annexure 1 hereto.

Now therefore this Plan of Merger provides as follows:

- 1 The constituent companies (as defined in the Statute) to this Merger are the Surviving Company and the Merging Company.
- 2 The surviving company (as defined in the Statute) is the Surviving Company.
- 3 The registered office of the Surviving Company is c/o Genesis Trust & Corporate Services Ltd., Elgin Court, Elgin Avenue PO Box 448, Grand Cayman, KY1-1106, Cayman Islands and the registered office of the Merging Company is c/o Maples Corporate Services Limited of PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.
- 4 Immediately prior to the Effective Date (as defined below), the share capital of the Surviving Company will be 900,000,000 shares of no nominal or par value comprising of 450,000,000 ordinary shares of no nominal or par value and 450,000,000 preferred shares of no nominal or par value and the aggregate consideration for which such shares may be issued US\$900,000,000 and the Surviving Company will have [*insert number*] ordinary shares and [*insert number*] preferred shares in issue.
- 5 Immediately prior to the Effective Date (as defined below), the share capital of the Merging Company will be US\$50,000 divided into 50,000 ordinary shares of a par value of US\$1.00 each and the Merging Company will have [*insert number*] ordinary shares in issue.
- 6 The date on which it is intended that the Merger is to take effect is the date that this Plan of Merger is registered by the Registrar in accordance with section 233(13) of the Statute (the "**Effective Date**").

- 7 The terms and conditions of the Merger, including the manner and basis of converting shares in each constituent company into shares in the Surviving Company, are set out in the Merger Agreement in the form annexed at Annexure 1 hereto.
- 8 The rights and restrictions attaching to the shares in the Surviving Company are set out in the Amended and Restated Memorandum and Articles of Association of the Surviving Company in the form annexed at Annexure 2 hereto.
- 9 The Amended and Restated Memorandum and Articles of Association of the Surviving Company shall be amended and restated by the deletion in their entirety and the substitution in their place of the Second Amended and Restated Memorandum and Articles of Association in the form annexed at Annexure 2 hereto on the Effective Date.
- 10 There are no amounts or benefits which are or shall be paid or payable to any director of the Merging Company consequent upon the Merger.
- 11 The following directors of the Surviving Company will be paid the following amounts or receive the following benefits consequent upon the Merger:
- 11.1 ***[insert any payment or any benefit to be received by a Director]***; and
- 11.2 ***[repeat as necessary]***.
- 12 The Merging Company has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.
- 13 The Surviving Company has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.
- 14 The names and addresses of each director of the surviving company (as defined in the Statute) are:
- 14.1 ***[Insert name of Director]*** of ***[Insert personal address of Director]***;
- 14.2 ***[Insert name of Director]*** of ***[Insert personal address of Director]***; and
- 14.3 ***[repeat for all Directors of the surviving company (i.e. the merged entity)]***.
- 15 This Plan of Merger has been approved by the board of directors of each of the Surviving Company and the Merging Company pursuant to section 233(3) of the Statute.
- 16 This Plan of Merger has been authorised by the sole shareholder of the Merging Company pursuant to section 233(6) of the Statute. This Plan of Merger has been authorised by the shareholders of the Surviving Company pursuant to section 233(6) of the Statute by way of resolutions passed at an extraordinary general meeting of the Surviving Company.
- 17 At any time prior to the Effective Date, this Plan of Merger may be:
- 17.1 terminated by the board of directors of either the Surviving Company or the Merging Company;

17.2 amended by the board of directors of both the Surviving Company and the Merging Company to:

- (a) change the Effective Date provided that such changed date shall not be a date later than the ninetieth day after the date of registration of this Plan of Merger with the Registrar of Companies; and
- (b) effect any other changes to this Plan of Merger which the directors of both the Surviving Company and the Merging Company deem advisable, provided that such changes do not materially adversely affect any rights of the shareholders of the Surviving Company or the Merging Company, as determined by the directors of both the Surviving Company and the Merging Company, respectively.

18 This Plan of Merger may be executed in counterparts.

19 This Plan of Merger shall be governed by and construed in accordance with the laws of the Cayman Islands.

(The remainder of this page is intentionally left blank – Signature Page follows)

In witness whereof the parties hereto have caused this Plan of Merger to be executed on the day and year first above written.

SIGNED by:)
Duly authorised for and on behalf of)
ID Watchdog, Inc.) _____
) Name:
) Title:

SIGNED by:)
Duly authorised for and on behalf of)
Monitor Merger Sub, Inc.) _____
) Name:
) Title:

Annexure 1
Agreement and Plan of Merger

Annexure 2
**Second Amended and Restated Memorandum and Articles of Association of the Surviving
Company**

**THE COMPANIES LAW (2016 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES**

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

MONITOR MERGER SUB, INC.

**THE COMPANIES LAW (2016 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION
OF
MONITOR MERGER SUB, INC.**

- 1 The name of the Company is Monitor Merger Sub, Inc.
- 2 The Registered Office of the Company shall be at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, or at such other place within the Cayman Islands as the Directors may decide.
- 3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the Cayman Islands.
- 4 The liability of each Member is limited to the amount unpaid on such Member's shares.
- 5 The share capital of the Company is US\$50,000 divided into 50,000 shares of a par value of US\$1.00 each.
- 6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.
- 7 Capitalised terms that are not defined in this Memorandum of Association bear the respective meanings given to them in the Articles of Association of the Company.

WE, the subscriber to this Memorandum of Association, wish to form a company pursuant to this Memorandum of Association, and we agree to take the number of shares shown opposite our name.

Dated this [] day of [] 2017.

Signature and Address of Subscriber

Number of Shares Taken

Maples Corporate Services Limited
of PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

One

acting by:

[]

[]

Witness to the above signature

**THE COMPANIES LAW (2016 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF
MONITOR MERGER SUB**

1 Interpretation

1.1 In the Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

"Articles"	means these articles of association of the Company.
"Auditor"	means the person for the time being performing the duties of auditor of the Company (if any).
"Company"	means the above named company.
"Directors"	means the directors for the time being of the Company.
"Dividend"	means any dividend (whether interim or final) resolved to be paid on Shares pursuant to the Articles.
"Electronic Record"	has the same meaning as in the Electronic Transactions Law.
"Electronic Transactions Law"	means the Electronic Transactions Law (2003 Revision) of the Cayman Islands.
"Member"	has the same meaning as in the Statute.
"Memorandum"	means the memorandum of association of the Company.
"Ordinary Resolution"	means a resolution passed by a simple majority of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution. In computing the majority when a poll is demanded regard shall be had to the number of votes to which each Member is entitled by the

Articles.

"Register of Members"	means the register of Members maintained in accordance with the Statute and includes (except where otherwise stated) any branch or duplicate register of Members.
"Registered Office"	means the registered office for the time being of the Company.
"Seal"	means the common seal of the Company and includes every duplicate seal.
"Share"	means a share in the Company and includes a fraction of a share in the Company.
"Special Resolution"	has the same meaning as in the Statute, and includes a unanimous written resolution.
"Statute"	means the Companies Law (2016 Revision) of the Cayman Islands.
"Subscriber"	means the subscriber to the Memorandum.
"Treasury Share"	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

1.2 In the Articles:

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing the masculine gender include the feminine gender;
- (c) words importing persons include corporations as well as any other legal or natural person;
- (d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
- (e) "shall" shall be construed as imperative and "may" shall be construed as permissive;
- (f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;
- (g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

- (h) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);
- (i) headings are inserted for reference only and shall be ignored in construing the Articles;
- (j) any requirements as to delivery under the Articles include delivery in the form of an Electronic Record;
- (k) any requirements as to execution or signature under the Articles including the execution of the Articles themselves can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Law;
- (l) sections 8 and 19(3) of the Electronic Transactions Law shall not apply;
- (m) the term "clear days" in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect; and
- (n) the term "holder" in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share.

2 Commencement of Business

- 2.1 The business of the Company may be commenced as soon after incorporation of the Company as the Directors shall see fit.
- 2.2 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

3 Issue of Shares

- 3.1 Subject to the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Dividend or other distribution, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights. Notwithstanding the foregoing, the Subscriber shall have the power to:
 - (a) issue one Share to itself;

- (b) transfer that Share by an instrument of transfer to any person; and
- (c) update the Register of Members in respect of the issue and transfer of that Share.

3.2 The Company shall not issue Shares to bearer.

4 Register of Members

- 4.1 The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.
- 4.2 The Directors may determine that the Company shall maintain one or more branch registers of Members in accordance with the Statute. The Directors may also determine which register of Members shall constitute the principal register and which shall constitute the branch register or registers, and to vary such determination from time to time.

5 Closing Register of Members or Fixing Record Date

- 5.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days.
- 5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose.
- 5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Dividend or other distribution, the date on which notice of the meeting is sent or the date on which the resolution of the Directors resolving to pay such Dividend or other distribution is passed, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

6 Certificates for Shares

- 6.1 A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors. The Directors may authorise certificates to be issued with the authorised signature(s) affixed by mechanical process. All certificates for Shares shall

be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to the Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

- 6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.
- 6.4 Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

7 Transfer of Shares

- 7.1 Subject to Article 3.1, Shares are transferable subject to the approval of the Directors by resolution who may, in their absolute discretion, decline to register any transfer of Shares without giving any reason. If the Directors refuse to register a transfer they shall notify the transferee within two months of such refusal.
- 7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if the Directors so require, signed by or on behalf of the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

8 Redemption, Repurchase and Surrender of Shares

- 8.1 Subject to the provisions of the Statute the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of such Shares shall be effected in such manner and upon such other terms as the Company may, by Special Resolution, determine before the issue of the Shares.
- 8.2 Subject to the provisions of the Statute, the Company may purchase its own Shares (including any redeemable Shares) in such manner and on such other terms as the Directors may agree with the relevant Member.
- 8.3 The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.
- 8.4 The Directors may accept the surrender for no consideration of any fully paid Share.

9 Treasury Shares

- 9.1 The Directors may, prior to the purchase, redemption or surrender of any Share, determine that such Share shall be held as a Treasury Share.
- 9.2 The Directors may determine to cancel a Treasury Share or transfer a Treasury Share on such terms as they think proper (including, without limitation, for nil consideration).

10 Variation of Rights of Shares

- 10.1 If at any time the share capital of the Company is divided into different classes of Shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied without the consent of the holders of the issued Shares of that class where such variation is considered by the Directors not to have a material adverse effect upon such rights; otherwise, any such variation shall be made only with the consent in writing of the holders of not less than two thirds of the issued Shares of that class, or with the approval of a resolution passed by a majority of not less than two thirds of the votes cast at a separate meeting of the holders of the Shares of that class. For the avoidance of doubt, the Directors reserve the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the holders of Shares of the relevant class. To any such meeting all the provisions of the Articles relating to general meetings shall apply *mutatis mutandis*, except that the necessary quorum shall be one person holding or representing by proxy at least one third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.
- 10.2 For the purposes of a separate class meeting, the Directors may treat two or more or all the classes of Shares as forming one class of Shares if the Directors consider that such class of Shares would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes of Shares.
- 10.3 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

11 Commission on Sale of Shares

The Company may, in so far as the Statute permits, pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

12 Non Recognition of Trusts

The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by the Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the holder.

13 Lien on Shares

- 13.1 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.
- 13.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within fourteen clear days after notice has been received or deemed to have been received by the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.
- 13.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his nominee shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under the Articles.
- 13.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any balance shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

14 Call on Shares

- 14.1 Subject to the terms of the allotment and issue of any Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares (whether in respect of par value or premium), and each Member shall (subject to receiving at least fourteen clear days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon

whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

- 14.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.
- 14.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
- 14.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.
- 14.5 An amount payable in respect of a Share on issue or allotment or at any fixed date, whether on account of the par value of the Share or premium or otherwise, shall be deemed to be a call and if it is not paid all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 14.6 The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.
- 14.7 The Directors may, if they think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.
- 14.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a Dividend or other distribution payable in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

15 Forfeiture of Shares

- 15.1 If a call or instalment of a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.
- 15.2 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all Dividends, other distributions or other monies payable in respect of the forfeited Share and not paid before the forfeiture.

- 15.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.
- 15.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited and shall remain liable to pay to the Company all monies which at the date of forfeiture were payable by him to the Company in respect of those Shares together with interest at such rate as the Directors may determine, but his liability shall cease if and when the Company shall have received payment in full of all monies due and payable by him in respect of those Shares.
- 15.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.
- 15.6 The provisions of the Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the par value of the Share or by way of premium as if it had been payable by virtue of a call duly made and notified.

16 Transmission of Shares

- 16.1 If a Member dies the survivor or survivors (where he was a joint holder) or his legal personal representatives (where he was a sole holder), shall be the only persons recognised by the Company as having any title to his Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which he was a joint or sole holder.
- 16.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may be required by the Directors, elect, by a notice in writing sent by him to the Company, either to become the holder of such Share or to have some person nominated by him registered as the holder of such Share. If he elects to have another person registered as the holder of such Share he shall sign an instrument of transfer of that Share to that person. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution, as the case may be.
- 16.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same

Dividends, other distributions and other advantages to which he would be entitled if he were the holder of such Share. However, he shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to have some person nominated by him be registered as the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within ninety days of being received or deemed to be received (as determined pursuant to the Articles) the Directors may thereafter withhold payment of all Dividends, other distributions, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

17 Amendments of Memorandum and Articles of Association and Alteration of Capital

17.1 The Company may by Ordinary Resolution:

- (a) increase its share capital by such sum as the Ordinary Resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;
- (b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
- (c) convert all or any of its paid-up Shares into stock, and reconvert that stock into paid-up Shares of any denomination;
- (d) by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value; and
- (e) cancel any Shares that at the date of the passing of the Ordinary Resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the Shares so cancelled.

17.2 All new Shares created in accordance with the provisions of the preceding Article shall be subject to the same provisions of the Articles with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the Shares in the original share capital.

17.3 Subject to the provisions of the Statute and the provisions of the Articles as regards the matters to be dealt with by Ordinary Resolution, the Company may by Special Resolution:

- (a) change its name;
- (b) alter or add to the Articles;

- (c) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and
- (d) reduce its share capital or any capital redemption reserve fund.

18 Offices and Places of Business

Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office. The Company may, in addition to its Registered Office, maintain such other offices or places of business as the Directors determine.

19 General Meetings

- 19.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 19.2 The Company may, but shall not (unless required by the Statute) be obliged to, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the Registered Office on the second Wednesday in December of each year at ten o'clock in the morning. At these meetings the report of the Directors (if any) shall be presented.
- 19.3 The Directors may call general meetings, and they shall on a Members' requisition forthwith proceed to convene an extraordinary general meeting of the Company.
- 19.4 A Members' requisition is a requisition of Members holding at the date of deposit of the requisition not less than ten per cent in par value of the issued Shares which as at that date carry the right to vote at general meetings of the Company.
- 19.5 The Members' requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.
- 19.6 If there are no Directors as at the date of the deposit of the Members' requisition or if the Directors do not within twenty-one days from the date of the deposit of the Members' requisition duly proceed to convene a general meeting to be held within a further twenty-one days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three months after the expiration of the said twenty-one day period.
- 19.7 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

20 Notice of General Meetings

- 20.1 At least five clear days' notice shall be given of any general meeting. Every notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be conducted at the general meeting and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:
- (a) in the case of an annual general meeting, by all of the Members entitled to attend and vote thereat; and
 - (b) in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, together holding not less than ninety five per cent in par value of the Shares giving that right.
- 20.2 The accidental omission to give notice of a general meeting to, or the non receipt of notice of a general meeting by, any person entitled to receive such notice shall not invalidate the proceedings of that general meeting.

21 Proceedings at General Meetings

- 21.1 No business shall be transacted at any general meeting unless a quorum is present. Two Members being individuals present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by its duly authorised representative or proxy.
- 21.2 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.
- 21.3 A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by or on behalf of all of the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations or other non-natural persons, signed by their duly authorised representatives) shall be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held.
- 21.4 If a quorum is not present within half an hour from the time appointed for the meeting to commence or if during such a meeting a quorum ceases to be present, the meeting, if convened upon a Members' requisition, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and/or place or to such other day, time and/or

place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting to commence, the Members present shall be a quorum.

- 21.5 The Directors may, at any time prior to the time appointed for the meeting to commence, appoint any person to act as chairman of a general meeting of the Company or, if the Directors do not make any such appointment, the chairman, if any, of the board of Directors shall preside as chairman at such general meeting. If there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the meeting to commence, or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.
- 21.6 If no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for the meeting to commence, the Members present shall choose one of their number to be chairman of the meeting.
- 21.7 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 21.8 When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice of an adjourned meeting.
- 21.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the chairman demands a poll, or any other Member or Members collectively present in person or by proxy (or in the case of a corporation or other non-natural person, by its duly authorised representative or proxy) and holding at least ten per cent in par value of the Shares giving a right to attend and vote at the meeting demand a poll.
- 21.10 Unless a poll is duly demanded and the demand is not withdrawn a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 21.11 The demand for a poll may be withdrawn.
- 21.12 Except on a poll demanded on the election of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.
- 21.13 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such date, time and place as

the chairman of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

- 21.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a second or casting vote.

22 Votes of Members

- 22.1 Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or by proxy, shall have one vote and on a poll every Member present in any such manner shall have one vote for every Share of which he is the holder.
- 22.2 In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or, in the case of a corporation or other non-natural person, by its duly authorised representative or proxy), shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.
- 22.3 A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.
- 22.4 No person shall be entitled to vote at any general meeting unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by him in respect of Shares have been paid.
- 22.5 No objection shall be raised as to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time in accordance with this Article shall be referred to the chairman whose decision shall be final and conclusive.
- 22.6 On a poll or on a show of hands votes may be cast either personally or by proxy (or in the case of a corporation or other non-natural person by its duly authorised representative or proxy). A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy the instrument of proxy shall state which proxy is entitled to vote on a show of hands and shall specify the number of Shares in respect of which each proxy is entitled to exercise the related votes.
- 22.7 On a poll, a Member holding more than one Share need not cast the votes in respect of his Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him, a proxy appointed under one

or more instruments may vote a Share or some or all of the Shares in respect of which he is appointed either for or against a resolution and/or abstain from voting a Share or some or all of the Shares in respect of which he is appointed.

23 Proxies

- 23.1 The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation or other non natural person, under the hand of its duly authorised representative. A proxy need not be a Member.
- 23.2 The Directors may, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be deposited. In the absence of any such direction from the Directors in the notice convening any meeting or adjourned meeting or in an instrument of proxy sent out by the Company, the instrument appointing a proxy shall be deposited physically at the Registered Office not less than 48 hours before the time appointed for the meeting or adjourned meeting to commence at which the person named in the instrument proposes to vote.
- 23.3 The chairman may in any event at his discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the chairman, shall be invalid.
- 23.4 The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.
- 23.5 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

24 Corporate Members

Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to

exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member.

25 Shares that May Not be Voted

Shares in the Company that are beneficially owned by the Company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

26 Directors

There shall be a board of Directors consisting of not less than one person (exclusive of alternate Directors) provided however that the Company may by Ordinary Resolution increase or reduce the limits in the number of Directors. The first Directors of the Company shall be determined in writing by, or appointed by a resolution of, the Subscriber.

27 Powers of Directors

- 27.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 27.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.
- 27.3 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.
- 27.4 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

28 Appointment and Removal of Directors

- 28.1 The Company may by Ordinary Resolution appoint any person to be a Director or may by Ordinary Resolution remove any Director.

- 28.2 The Directors may appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

29 Vacation of Office of Director

The office of a Director shall be vacated if:

- (a) the Director gives notice in writing to the Company that he resigns the office of Director; or
- (b) the Director absents himself (for the avoidance of doubt, without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the board of Directors without special leave of absence from the Directors, and the Directors pass a resolution that he has by reason of such absence vacated office; or
- (c) the Director dies, becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (d) the Director is found to be or becomes of unsound mind; or
- (e) all of the other Directors (being not less than two in number) determine that he should be removed as a Director, either by a resolution passed by all of the other Directors at a meeting of the Directors duly convened and held in accordance with the Articles or by a resolution in writing signed by all of the other Directors.

30 Proceedings of Directors

- 30.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two if there are two or more Directors, and shall be one if there is only one Director. A person who holds office as an alternate Director shall, if his appointor is not present, be counted in the quorum. A Director who also acts as an alternate Director shall, if his appointor is not present, count twice towards the quorum.
- 30.2 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 30.3 A person may participate in a meeting of the Directors or any committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is located at the start of the meeting.

- 30.4 A resolution in writing (in one or more counterparts) signed by all the Directors or all the members of a committee of the Directors or, in the case of a resolution in writing relating to the removal of any Director or the vacation of office by any Director, all of the Directors other than the Director who is the subject of such resolution (an alternate Director being entitled to sign such a resolution on behalf of his appointor and if such alternate Director is also a Director, being entitled to sign such resolution both on behalf of his appointor and in his capacity as a Director) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.
- 30.5 A Director or alternate Director may, or other officer of the Company on the direction of a Director or alternate Director shall, call a meeting of the Directors by at least two days' notice in writing to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held. To any such notice of a meeting of the Directors all the provisions of the Articles relating to the giving of notices by the Company to the Members shall apply *mutatis mutandis*.
- 30.6 The continuing Directors (or a sole continuing Director, as the case may be) may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.
- 30.7 The Directors may elect a chairman of their board and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for the meeting to commence, the Directors present may choose one of their number to be chairman of the meeting.
- 30.8 All acts done by any meeting of the Directors or of a committee of the Directors (including any person acting as an alternate Director) shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or alternate Director, and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director or alternate Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.
- 30.9 A Director but not an alternate Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

31 Presumption of Assent

A Director or alternate Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written

dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director or alternate Director who voted in favour of such action.

32 Directors' Interests

- 32.1 A Director or alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.
- 32.2 A Director or alternate Director may act by himself or by, through or on behalf of his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or alternate Director.
- 32.3 A Director or alternate Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.
- 32.4 No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director or alternate Director holding office or of the fiduciary relationship thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.
- 32.5 A general notice that a Director or alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

33 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of recording all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of the Directors, including the names of the Directors or alternate Directors present at each meeting.

34 Delegation of Directors' Powers

- 34.1 The Directors may delegate any of their powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers, authorities and discretions as they consider desirable to be exercised by him provided that an alternate Director may not act as managing director and the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.
- 34.2 The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees, local boards or agencies. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.
- 34.3 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.
- 34.4 The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.
- 34.5 The Directors may appoint such officers of the Company (including, for the avoidance of doubt and without limitation, any secretary) as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer of the Company may be removed by resolution of the Directors or Members. An officer of the Company may vacate his office at any time if he gives notice in writing to the Company that he resigns his office.

35 Alternate Directors

- 35.1 Any Director (but not an alternate Director) may by writing appoint any other Director, or any other person willing to act, to be an alternate Director and by writing may remove from office an alternate Director so appointed by him.
- 35.2 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at every such meeting at which the Director appointing him is not personally present, to sign any written resolution of the Directors, and generally to perform all the functions of his appointor as a Director in his absence.
- 35.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.
- 35.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 35.5 Subject to the provisions of the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

36 No Minimum Shareholding

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

37 Remuneration of Directors

- 37.1 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.
- 37.2 The Directors may by resolution approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond his ordinary routine work as a Director. Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

38 Seal

- 38.1 The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer of the Company or other person appointed by the Directors for the purpose.
- 38.2 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.
- 38.3 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

39 Dividends, Distributions and Reserve

- 39.1 Subject to the Statute and this Article and except as otherwise provided by the rights attached to any Shares, the Directors may resolve to pay Dividends and other distributions on Shares in issue and authorise payment of the Dividends or other distributions out of the funds of the Company lawfully available therefor. A Dividend shall be deemed to be an interim Dividend unless the terms of the resolution pursuant to which the Directors resolve to pay such Dividend specifically state that such Dividend shall be a final Dividend. No Dividend or other distribution shall be paid except out of the realised or unrealised profits of the Company, out of the share premium account or as otherwise permitted by law.
- 39.2 Except as otherwise provided by the rights attached to any Shares, all Dividends and other distributions shall be paid according to the par value of the Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date, that Share shall rank for Dividend accordingly.
- 39.3 The Directors may deduct from any Dividend or other distribution payable to any Member all sums of money (if any) then payable by him to the Company on account of calls or otherwise.
- 39.4 The Directors may resolve that any Dividend or other distribution be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and

may vest any such specific assets in trustees in such manner as may seem expedient to the Directors.

- 39.5 Except as otherwise provided by the rights attached to any Shares, Dividends and other distributions may be paid in any currency. The Directors may determine the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.
- 39.6 The Directors may, before resolving to pay any Dividend or other distribution, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the discretion of the Directors, be employed in the business of the Company.
- 39.7 Any Dividend, other distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, other distributions, bonuses, or other monies payable in respect of the Share held by them as joint holders.
- 39.8 No Dividend or other distribution shall bear interest against the Company.
- 39.9 Any Dividend or other distribution which cannot be paid to a Member and/or which remains unclaimed after six months from the date on which such Dividend or other distribution becomes payable may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend or other distribution shall remain as a debt due to the Member. Any Dividend or other distribution which remains unclaimed after a period of six years from the date on which such Dividend or other distribution becomes payable shall be forfeited and shall revert to the Company.

40 Capitalisation

The Directors may at any time capitalise any sum standing to the credit of any of the Company's reserve accounts or funds (including the share premium account and capital redemption reserve fund) or any sum standing to the credit of the profit and loss account or otherwise available for distribution; appropriate such sum to Members in the proportions in which such sum would have been divisible amongst such Members had the same been a distribution of profits by way of Dividend or other distribution; and apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power given to the Directors to make such provisions as they think fit in the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members

interested into an agreement with the Company providing for such capitalisation and matters incidental or relating thereto and any agreement made under such authority shall be effective and binding on all such Members and the Company.

41 Books of Account

- 41.1 The Directors shall cause proper books of account (including, where applicable, material underlying documentation including contracts and invoices) to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Such books of account must be retained for a minimum period of five years from the date on which they are prepared. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- 41.2 The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.
- 41.3 The Directors may cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

42 Audit

- 42.1 The Directors may appoint an Auditor of the Company who shall hold office on such terms as the Directors determine.
- 42.2 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.
- 42.3 Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an ordinary company, and at the next extraordinary general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an exempted company, and at any other time during their term of office, upon request of the Directors or any general meeting of the Members.

43 Notices

- 43.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex, fax or e-mail to him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail.
- 43.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays in the Cayman Islands) following the day on which the notice was posted. Where a notice is sent by cable, telex or fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by e-mail service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.
- 43.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 43.4 Notice of every general meeting shall be given in any manner authorised by the Articles to every holder of Shares carrying an entitlement to receive such notice on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

44 Winding Up

- 44.1 If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit. Subject to the rights attaching to any Shares, in a winding up:

- (a) if the assets available for distribution amongst the Members shall be insufficient to repay the whole of the Company's issued share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the par value of the Shares held by them; or
 - (b) if the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the Company's issued share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise.
- 44.2 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and with the approval of a Special Resolution of the Company and any other approval required by the Statute, divide amongst the Members in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like approval, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like approval, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

45 Indemnity and Insurance

- 45.1 Every Director and officer of the Company (which for the avoidance of doubt, shall not include auditors of the Company), together with every former Director and former officer of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.
- 45.2 The Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such

judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.

- 45.3 The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

46 Financial Year

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

47 Transfer by Way of Continuation

If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

48 Mergers and Consolidations

The Company shall have the power to merge or consolidate with one or more other constituent companies (as defined in the Statute) upon such terms as the Directors may determine and (to the extent required by the Statute) with the approval of a Special Resolution.

Dated this [] day of [] 2017.

Maples Corporate Services Limited
of PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

acting by:

[]

[]

Witness to the above signature

ACQUIOM™ PAYMENTS ADMINISTRATION AGREEMENT

THIS ACQUIOM™ PAYMENTS ADMINISTRATION AGREEMENT (this “Agreement”) is entered into as of [•], 2017, by and among: Equifax Consumer Services LLC (“Parent”); ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands (the “Shareholders’ Representative”), solely in its capacity as the sole and exclusive agent, attorney in fact and representative of the holders of shares of the Company (referred to herein as the “Shareholders”); and Acquiom Clearinghouse LLC, a Delaware limited liability company (“Acquiom”). Reference is made to that certain Agreement and Plan of Merger, dated as of June 16, 2017 (the “Acquisition Agreement”), by and among Parent, Monitor Merger Sub, Inc., an exempted company incorporated with limited liability in the Cayman Islands (“Merger Sub”), and ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands (the “Company”). Notwithstanding that this Agreement is entered into as of the date hereof, this Agreement shall not be deemed effective until the Effective Date (as defined below). The Shareholders’ Representative and Parent are referred to herein collectively as the “Parties”. The terms and conditions set forth on the attached schedules are incorporated herein by reference and shall be deemed part of this Agreement.

1. **Appointment.** The Parties hereby engage Acquiom as the payments administrator concerning the Paying Account (as defined below) for the purposes set forth herein, and Acquiom hereby accepts such appointment and agrees to perform the services set forth herein. Acquiom will provide accounting, payments processing, tax reporting, shareholder support and other administrative services as set forth in Schedule I, in connection with the activities contemplated herein.
2. **Establishment of Account.** Parent will advise Acquiom of the closing date of the transactions contemplated by the Acquisition Agreement (the “Effective Date”). At least three (3) Business Days prior to the Effective Date, the Parties will provide Acquiom with completed account opening forms required for the opening of accounts, and will provide a final copy of the Acquisition Agreement no later than the Effective Date. The Parties agree and understand that any delay in the delivery of such forms could delay the opening of the Paying Account (as defined below) in compliance with applicable regulations, which could in turn delay the parties’ ability to consummate the transactions contemplated in the Acquisition Agreement. Parent hereby instructs Acquiom to utilize and administer a paying account (the “Paying Account”) at SunTrust Bank (“SunTrust”) for the purposes set forth herein. Acquiom shall have the authority to direct SunTrust to make payments from the Paying Account, solely in accordance with this Agreement. The Parties agree that SunTrust shall have no liability to the Parties for any payments remitted from the Paying Account as directed by Acquiom. Prior to the Effective Date (subject to the completion of the account opening processes), Acquiom will provide the Parties with wire transfer instructions necessary to fund the Paying Account contemplated under this Agreement. The funds in the Paying Account shall be held in SunTrust non-interest bearing account(s). Acquiom may take any actions it determines necessary to comply with applicable laws, rules and regulations including, without limitation, in connection with verification of identities under Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.
3. **Deposits of Consideration.** On the Effective Date, Parent will deposit into the Paying Account, using the wire instructions attached hereto as Exhibit A, immediately available funds in an amount to be notified to Acquiom one (1) Business Day prior to such deposit (the “Closing Consideration Deposit”). Thereafter, Parent and/or the Shareholders’ Representative may from time to time deposit or cause to be deposited additional funds into the Paying Account.

4. **Compensation.**

(a) **Disclosure.** The Parties agree and understand that Acquiom may receive fees in connection with the services provided under this Agreement. Any such compensation is reflected as a reduction or waiver of fees that Acquiom or its affiliates, as applicable, otherwise would have charged in connection with their respective services. In the case of Acquiom, the fees that may be received are paid by SunTrust as transaction fees calculated as a percentage of the average monthly balances deposited with SunTrust held as a bank deposit at SunTrust.

(b) **Fees.** Except as expressly described in this Agreement, including Exhibit C attached hereto, Acquiom shall not charge fees to the Parties for the services provided by it hereunder; provided, however, that the terms of this paragraph shall not in any way limit the rights of Acquiom to indemnification as set forth in this Agreement. Requests for services and/or service levels beyond those specifically contracted for in this Agreement may be subject to additional charges. Any applicable charges are payable directly to Acquiom. Except for additional charges related to payee-requested service level upgrades for payments, which shall be charged to the requesting Shareholder by deduction from the amount of such payment, all other additional service charges due to Acquiom shall be payable by Parent in accordance with the terms hereof. Parent shall pay Acquiom the fees set forth on Exhibit E attached hereto. Acquiom shall, if applicable, invoice Parent for any such fees from time to time due under this Agreement. If applicable, Parent shall pay Acquiom for any additional services to be rendered hereunder, as described in Exhibit C.

5. **General Provisions.**

(a) **No Joint Venture.** Notwithstanding any provision herein, the parties do not hereby create, and do not intend to hereby create, any joint venture, partnership or other similar cooperative venture.

(b) **Notices.** Any notices or other communications under this Agreement must be in writing and shall be deemed to have been duly given (i) on the date delivered when delivered in person, (ii) on the date of electronically confirmed receipt when transmitted by email or facsimile transmission, (iii) on the third Business Day after dispatch by registered or certified mail, postage prepaid, or (iv) on the next Business Day if transmitted by national overnight courier, in each case to the applicable address set forth below:

If to Parent:

c/o Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, GA 30309
Email: j.kelley@equifax.com
Attention: Chief Legal Officer

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

King & Spalding LLP
1180 Peachtree Street N.E.
Atlanta, GA 30309
Email: cratliff@kslaw.com
trothermel@kslaw.com
Attention: Carrie A. Ratliff, Esq.
Anthony W. Rothermel, Esq.

If to the Shareholders' Representative:

ID Watchdog, Inc.
621 17th Street, Suite 2501
Denver, CO 80293
Email: mgreene@idwatchdog.com
jlewis@idwatchdog.com
Attention: Michael Greene
Jay Lewis

Polsinelli PC
1401 Lawrence Street, Suite 2300
Denver, CO 80202
Attention: Darren R. Hensley, Esq.
Email: dhensley@polsinelli.com

If to Acquiom:

Acquiom Clearinghouse LLC
1614 15th Street, Suite 210
Denver, CO 80202
Attention: Daren Di Nicola and Jennifer Kelley
Telephone: (303) 222-2080
Facsimile: (303) 623-0294
Email: paymentsadministration@acquiom.com and jkelley@srsacquiom.com

Notwithstanding the above, in the event that Acquiom shall determine that an emergency exists, Acquiom may use such other means of communication as it deems appropriate. For purposes of this Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which SunTrust is authorized or required by law or executive order to remain closed.

(c) Acquiom Responsibilities.

(i) Acquiom shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. Acquiom shall not be responsible for, or chargeable with knowledge of, or have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties in connection herewith, if any, including without limitation the Acquisition Agreement, nor shall Acquiom be required to determine if any person or entity has complied with the Acquisition Agreement, nor shall any additional obligations of Acquiom be inferred from the terms of the Acquisition Agreement, even though reference thereto may be made in this Agreement. Acquiom shall keep the terms of the Acquisition Agreement confidential, except for disclosure expressly contemplated by this Agreement, or as required by law, or to the extent such terms are or become publicly known through no fault of Acquiom. In the event of any conflict between the terms and provisions of this Agreement, those of the Acquisition Agreement, any exhibit attached to this Agreement, or any other agreement between the Parties, as between Acquiom and the Parties, the terms and conditions of this Agreement shall control, and as between the Parties, the Acquisition Agreement shall control. Acquiom may rely upon, and shall not be liable for acting or refraining from acting upon, any written notice, document, instruction or request (including instructions or documents provided by a Shareholder or a person acting on behalf of such Shareholder) furnished hereunder and believed by it to be genuine and to have been signed or presented

by the proper entity or individual without inquiry and without requiring substantiating evidence of any kind. Without limiting the intent of the foregoing, Acquiom may in its sole discretion (i) employ, or decline to employ any process or procedure to carry out its responsibilities set forth herein, including, without limitation, in connection with the confirmation of identities, account information or payment instructions and (ii) determine the sufficiency of any documents or instructions delivered to it hereunder. Without limiting the generality of the foregoing, it is expressly understood and agreed that nothing contained herein shall obligate Acquiom to provide any services that would require it to register as a transfer agent under the Securities Exchange Act of 1934, be licensed as a money transmitter under any State money transmitter laws, register as a money services business under the federal Bank Secrecy Act, or obtain a banking license, and, to the extent necessary to give effect to each of the foregoing, the description of the services herein shall be deemed to be modified in appropriate instances in order to contemplate the additional or lesser services and procedures necessary to avoid such registration or licensure requirements.

(ii) Acquiom shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that its gross negligence or willful misconduct was the primary cause of any loss to any Party. Acquiom may execute any of its powers and perform any of its duties hereunder directly or through its affiliates or agents. Acquiom may consult with counsel and experts to be selected and retained by it and shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, advice or an opinion of any such counsel or experts. Anything in this Agreement to the contrary notwithstanding, in no event shall Acquiom be liable for special, incidental, punitive, indirect, exemplary or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if it has been advised of the likelihood of such loss or damage and regardless of the form of action. Acquiom shall not have any obligation to make or facilitate, as applicable, any payment unless the applicable Party shall have provided the necessary readily available funds to make such payments and shall not be liable or responsible for any delay or failure of a Party or any other person or entity to comply with any of their respective obligations relating to the Acquisition Agreement, including, without limitation, obligations under applicable securities laws.

(d) **Indemnity.** Parent and the Shareholders' Representative (solely on behalf of the Shareholders and in its capacity as the Shareholders' Representative, not in its individual capacity) shall jointly and severally indemnify, defend and hold harmless Acquiom and its affiliates and their respective successors, assigns, agents, shareholders, directors, officers and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, costs or expenses (including, without limitation, the fees and expenses of outside counsel or experts) (collectively "Losses"), arising out of or in connection with (i) Acquiom's execution and performance of this Agreement, administration of the Paying Account, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnatee, except in the case of any Indemnatee to the extent that such Losses have been primarily caused by the gross negligence or willful misconduct of any Indemnatee, (ii) Acquiom following any instructions or other directions, including the Payment Spreadsheet, whether joint or singular and whether contained herein or separately delivered, from the Parties, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof, or (iii) any actions taken by the Parties hereunder. The indemnity obligations provided for in this Section shall survive the resignation, replacement or removal of Acquiom and the termination of this Agreement. The Parties agree, solely between themselves, that any obligation for indemnification under this Section 5(d) shall be borne by the Party or Parties determined by an arbitrator or court of competent jurisdiction to be responsible for causing the Losses for which any Indemnatee is reasonably entitled to indemnification, or, if no such determination is made, then one-half by Parent and one-half by the Shareholders' Representative.

(e) **Succession.** Acquiom may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect. Additionally, the Parties may terminate and discharge Acquiom from its duties or obligations hereunder by giving thirty (30) days advance joint written notice of such termination to Acquiom specifying a date when such termination shall take effect. Acquiom's sole responsibility after such thirty (30) day notice period expires shall be to cause the delivery of any funds remaining in the Paying Account to an account designated by Parent. Any entity into which Acquiom may be merged or converted or with which it may be consolidated shall be the payments administrator under this Agreement without further act, and Acquiom may assign its rights and obligations under this Agreement to any entity to which all or substantially all the payments administration business may be transferred.

(f) **Authorized Persons.** The persons identified in Exhibit B are authorized to take action or execute documents on behalf of the applicable Party set forth therein or to take any such other actions on behalf of such Party as may be set forth herein. All such instructions to, and requests of, Acquiom shall be subject to Section 5(c)(i) and (i) on behalf of Parent must be in writing and signed by any one of the persons designated on Exhibit B as a representative of Parent or (ii) on behalf of the Shareholders' Representative must be in writing and signed by any one of the persons designated on Exhibit B as a representative of the Shareholders' Representative. No instruction or direction shall be binding upon Acquiom unless delivered in accordance with the previous sentence. Acquiom may rely on the continued authority of each of the persons designated on Exhibit B until Acquiom has been duly notified of any updates to such designated representatives in accordance with Section 5(b) (Notices).

(g) **Miscellaneous.** Except for changes to funds transfer instructions, the provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by Acquiom and the Parties. Except as expressly provided in this Agreement to the contrary, neither this Agreement nor any right or interest of a party hereunder may be assigned in whole or in part without the prior consent of Acquiom and the Parties. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and agrees that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by agreement of the parties hereto shall be exclusively resolved in the state and federal courts located in the State of Delaware. Each party hereto further waives any right to a trial by jury with respect to any lawsuit or judicial proceeding arising out of or relating to this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto hereby consent to conducting business electronically and all signatures of the parties to this Agreement may be transmitted by facsimile or email or other electronic or digital means, and such facsimile, email or other electronic delivery will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. Following the Effective Date and the public announcement of the transaction contemplated by the Acquisition Agreement, Acquiom may make reference to Purchaser and the Company as customers of Acquiom and may disclose that it is serving as payments administrator in connection with such transaction. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Except for SunTrust and the Shareholders or their respective successors or assigns, whom the Parties expressly acknowledge are third-party beneficiaries under this Agreement, a person who is not a party to this Agreement shall have no right to enforce any term of this Agreement. Unless otherwise directed by Parent, any *de minimis* amounts attributable to rounding discrepancies may be added to or deducted from payments made to the largest

Shareholder. Upon completion of all distributions required hereunder as contemplated by Exhibit E, this Agreement shall terminate except for those provisions which, by their express terms, survive such termination. Unless otherwise specified herein, any instructions to Acquiom shall be in a writing signed by both of the Parties. The individual signing below on behalf of a party hereto is authorized by that party to execute this Agreement on behalf of that party and to legally and validly bind that party to the terms of this Agreement.

[Signature page follows]

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

EQUIFAX CONSUMER SERVICES LLC

By: _____
Name: _____
Title: _____

[SHAREHOLDERS' REPRESENTATIVE],
solely in its capacity as the Shareholders'
Representative

By: _____
Name: _____
Title: _____

ACQUIOM CLEARINGHOUSE LLC

By: _____
Name: _____
Title: _____

Schedule I

ACQUIOM PAYMENTS TERMS AND CONDITIONS

The parties agree that Acquiom shall perform the services and be subject to the terms set forth in this Schedule I.

1. **Duties.** Subject to the terms of this Agreement and this Schedule I, Acquiom shall administer payments in accordance with the applicable Payment Spreadsheet (as defined below) and payee's payment instructions following completion of the administrative processes described in this Agreement.

2. **Disbursements from Paying Account.** Subject to any applicable backup withholding requirements and conditioned upon the receipt of all executed documents reasonably required by Acquiom in accordance with the provisions of applicable law or the terms of this Agreement, Acquiom shall direct SunTrust to process payments (each a "Payment") from the Paying Account to the Shareholders or to third parties as set forth in written flow of funds or disbursement instructions (containing a certificate-by-certificate breakdown of payments to Shareholders in a form reasonably acceptable to Acquiom) delivered to Acquiom at or prior to the Effective Date by Parent and attached hereto as Exhibit C (the "Closing Payment Spreadsheet"). Parent shall deliver to Acquiom a preliminary Payment Spreadsheet (the "Preliminary Payment Spreadsheet") with payees, payment instructions, certificate numbers and share quantities, if applicable, and email or physical addresses for each such payee and such other information required to solicit and verify letters of transmittal, if such service is requested (but without final Payment amounts) by 2:00 p.m. Eastern Time at least two (2) Business Days prior to the earlier of the Effective Date and the date Acquiom is requested to solicit materials pursuant to Section 4(a) below, if applicable (along with the required letter of transmittal and related documentation, if any, for such payees), provided that the final Payment Spreadsheet (with final Payment amounts) is delivered by 12:00 p.m. Eastern Time on the Effective Date. The final Payment Spreadsheet shall be deemed to replace and supersede the Preliminary Payment Spreadsheet. Any subsequent Payments shall be made in accordance with written disbursement instructions delivered to Acquiom by Parent (each, a "Subsequent Payment Spreadsheet" and together with the Closing Payment Spreadsheet, the "Payment Spreadsheet"). Parent shall, or shall cause the Company to, include in each Payment Spreadsheet the name of the payee, the amount to be paid, and if known, the payee's email and physical addresses, and for any third party payees, payment instructions for such third parties. The Payment Spreadsheet must also include any additional and available information to verify letters of transmittal and complete required cost basis tax reporting. Payments to a payee may be changed by delivery of an amended Payment Spreadsheet prior to the applicable payment(s) from the Paying Account being initiated. Acquiom shall direct SunTrust to initiate payment to each Shareholder and applicable third party of their allocated amount no later than two (2) Business Days after receipt (if received by 2:00 p.m. Eastern Time on the date of receipt) of the applicable Payment Spreadsheet and all required and proper documentation (including, if applicable, requisite tax documentation and a duly executed and completed letter of transmittal) from such payee, in form and substance reasonably satisfactory to Acquiom, provided sufficient funds have been deposited into the Paying Account no later than 12:00 p.m. Eastern Time on such date of payment, there exist no other circumstances that would require Acquiom to suspend payment to any Shareholder and Acquiom receiving final written instructions from Parent to commence payment. Acquiom will cause electronic payments to be made from the Paying Account and will cause checks to be issued that are drawn on the Paying Account for payments to be made in the form of a check, and such Payments shall only be made or permitted in accordance with Payment Spreadsheets delivered in accordance with the terms of this Agreement and proper payment instructions delivered by the applicable payee. Acquiom is hereby relieved from any liability to the Parties or any Shareholder or payee for any such acts done or payments made in accordance with such Payment Spreadsheets and payment instructions. With respect to any Payments required to be treated as employee compensation for

income or employment tax purposes, Acquiom will process such payments to Parent or Parent's payroll agent for distribution to each such payee, pursuant to the payment instructions set forth on Exhibit D.

3. **Tax Reporting & Withholding.** With respect to distributions from the Paying Account to U.S. persons (actual or presumed), Acquiom shall complete any tax reporting required by U.S. law of Acquiom, which as of the date of this Agreement shall be limited to IRS 1099-B forms. To the extent payments made hereunder to U.S. persons (actual or presumed) are identified on the Payment Spreadsheet as dividends, interest or other reportable income not otherwise reportable on IRS 1099-B forms, Parent acknowledges and agrees that Parent or the Company, as applicable, shall be solely responsible and liable for any tax reporting in connection with such payments, unless otherwise set forth on Exhibit F. Unless otherwise set forth on Exhibit F, with respect to distributions from the Paying Account to any Shareholders who demonstrate their status as nonresident aliens in accordance with United States Treasury Regulations ("Foreign Shareholders"), the Parties hereby acknowledge and agree that (i) Acquiom shall not be responsible or liable for any tax reporting or withholding and (ii) Parent shall be responsible for any applicable tax reporting or withholding in connection with such distributions. Acquiom shall not be responsible for preparing or filing, or causing to be prepared or filed, any tax reporting related to distributions that are treated as compensation income. To the extent that Acquiom becomes liable for the payment of any withholding or employment taxes or related amounts payable in respect of payments made hereunder, it shall be indemnified as set forth herein.

4. **Terms Applicable to Distributions to Shareholders.**

(a) **Documents Delivered to and Received from Shareholders.** If such service is requested by Parent, Acquiom will deliver electronically or by mail to each Shareholder at the email address or physical address for such Shareholder set forth in the Payment Spreadsheet (or deliver notices in such manner, with appropriate instructions, to all Shareholders so that they can access such information online through a secure account after verification of identity), (i) a letter of transmittal instructing such Shareholder of the procedure for submitting to Acquiom the letter of transmittal and, if required, the certificate or certificates (each, a "Certificate") representing the shares of the Company held by such Shareholder (the "Company Shares") and/or such other documents required by Parent to be returned by Shareholders who held rights to acquire Company Shares (e.g., options or warrants) and who are entitled to Payments hereunder, and (ii) such other materials relating to the exchange as Parent shall furnish to Acquiom for such purpose. Acquiom shall send such materials (or send the notice of availability of such materials online) to the applicable Shareholders within a reasonable time after receipt of the materials described above and the Preliminary Payment Spreadsheet and only upon receiving written instructions from Parent to proceed with such document delivery. Prior to and as a condition of receipt of payment, such Shareholder shall have delivered (online or otherwise) to Acquiom (i) the letter of transmittal, properly completed and duly executed in accordance with the instructions therein, (ii) subject to Section 4(h) below, the Certificate(s) representing the Company Shares held by such Shareholder, and (iii) all other instruments and communications that the Parties require to be submitted to Acquiom in connection with the processing of such Shareholder Payment, including, if applicable, tax documents as set forth in Section 4(e) below (each such Shareholder whose foregoing deliveries have been accepted by Acquiom being referred to herein as a "Tendering Shareholder"). Shareholders may update their electronic payment instructions or address for non-electronic payments by delivering written notice and verification of identity as may be reasonably requested to Acquiom and the Parties, provided that such updates must be received and acknowledged by Acquiom at least one (1) Business Day prior to any payment to such Shareholder. Acquiom may display the logos of Parent and the Company on communications with Shareholders hereunder, including the letter of transmittal, solely in connection with the services provided by Acquiom under this Agreement.

(b) **Date Recording.** Acquiom will record in its systems the date of receipt of materials submitted to Acquiom, including letters of transmittal and other documents received from Shareholders.

(c) **Examination of Documents.** Acquiom shall examine the letters of transmittal, Certificates, and other documents received to ascertain whether: (i) the letters of transmittal and other documents appear to Acquiom to have been completed and executed in accordance with the instructions set forth in the letter of transmittal, (ii) if applicable, the Certificates appear to Acquiom to have been properly surrendered and are in proper form for transfer in accordance with the instructions set forth in the letter of transmittal, or in the event any Certificate required to be delivered has been lost, destroyed or stolen, the documentation and instruments described in Section 4(h) below have been properly delivered, and (iii) the total number of Company Shares evidenced by each letter of transmittal matches the number of the appropriate class or series of Company Shares or rights to acquire Company Shares for such Shareholder on the Payment Spreadsheet, as updated by written notice from the Shareholders' Representative to Acquiom and Parent from time to time.

(d) **Irregularities in Documents.** In the event Acquiom determines that any letter of transmittal or other document has been improperly completed or executed, that any of the Certificates received, if applicable, are not in proper form, or that some other irregularity exists, Acquiom shall attempt to cause such irregularity to be corrected. As to any irregularity that Acquiom cannot resolve, Acquiom shall provide notice to Parent for instructions and final determination.

(e) **Tax Documents.** To the extent not included with the letter of transmittal, Acquiom shall request and obtain from each Shareholder, before directing any Payment hereunder, tax identification numbers by means of a completed appropriate IRS Form W-9 or appropriate IRS Form W-8 for foreign person certification and other forms and documents that Acquiom may reasonably request. The parties hereto understand that if such tax reporting documentation is not so certified to Acquiom, then a portion of any Payment may need to be withheld and remitted to the appropriate taxing authorities, as required by the Internal Revenue Code of 1986, as amended, or by state and local laws.

(f) **Payment in Another Name.** If Payment is to be made to a person other than the registered Shareholder, Acquiom shall not process such Payment until the required letter of transmittal documentation has been properly completed, including, without limitation, a signature guarantee by a guarantor participating in a medallion signature guarantee program at the appropriate guarantee level as set forth in the letter of transmittal, if necessary, and the Shareholder requesting such Payment has paid any transfer or other taxes or governmental charges required by reason of such Payment in a name other than that of the registered holder, and has established to Acquiom's reasonable satisfaction that such tax or charge either has been paid or is not required to be paid, and the Parties have certified in writing to Acquiom that they agree with such payment to another person. Any tax information required to be reported to the Internal Revenue Service or other tax authority with respect to such Payment shall list the registered holder as the payee.

(g) **Shareholder Transfer of Escrow Interest.** In the event that Acquiom is advised by a Shareholder or transferee of a permitted transfer of an interest in any rights to any disbursements hereunder to a successor or assign prior to the Effective Date, Acquiom shall refer such person to Parent for verification of any such transfer, following which Parent shall provide an updated Payments Spreadsheet to Acquiom including such information. In the event that Acquiom is

advised by a Shareholder or transferee of a permitted transfer of an interest in any rights to any disbursements hereunder to a successor or assign after the Effective Date, Acquiom shall (i) notify the Parties of such alleged transfer, (ii) request such Shareholder or transferee, as applicable to provide supporting documentation, including, but not limited to a medallion guarantee certifying such transfer or in the absence of a medallion guarantee, Acquiom shall request Parent to approve such transfer, and (iii) notify the Parties of the acceptance of the transfer. Thereafter, regardless of whether the prior Shareholder is listed on a Subsequent Payments Spreadsheet, Acquiom shall pay any proceeds to the transferee.

(h) **Delivery of Certificates.** Surrender or delivery of Certificate(s) will not be required for any Shareholder whose ownership of Company Shares is recorded only electronically in the books of the Company (i.e. book-entry securities). In addition, if Acquiom can validate the identity of a Shareholder and there are no irregularities in the documents submitted by the Shareholder to Acquiom as contemplated hereunder, then Acquiom will cause Payment to be made to such Shareholder without requiring the surrender or delivery of such Shareholder's Certificate(s) if all other requirements in this Section are satisfied, and Parent hereby represents that the surrender of Certificates is not expressly strictly required under the Acquisition Agreement or any other applicable instrument or document; *provided*, that the foregoing provision shall not apply to transactions for which Parent has advised Acquiom that the surrender of Certificates is required unless otherwise approved by Parent. If a Shareholder is required to surrender its Certificate(s) hereunder and reports to Acquiom that such Shareholder's failure to surrender a Certificate is due to the loss, destruction or wrongful taking of the Certificate, Acquiom will provide additional documentation necessary to be completed in order to effectively surrender the Company Shares represented by such lost or destroyed Certificate, as applicable (including an affidavit of loss with standard representations regarding unencumbered ownership of the applicable shares and an agreement by such Shareholder to indemnify Acquiom for any losses suffered in connection with any payments to such Shareholder related to such lost, stolen or destroyed Certificate, each in a form acceptable to Acquiom). Acquiom, in its sole discretion, may require a Shareholder to provide a bond in customary form with respect to such indemnity. No interest will be paid on amounts due for such Company Shares.

(i) **Dissenting Shares.** Parent shall notify Acquiom in writing if any Company Shares are owned by any Shareholder who, as of the Effective Date, has taken any steps to preserve such Shareholder's appraisal or dissenter's rights under applicable law with respect to such shares (such shares are referred to herein as "Dissenting Shares"), in which case the persons or entities holding such Company Shares shall automatically and without the requirement of any action on the part of any party to this Agreement be deemed to not be a Shareholder hereunder. If Parent provides Acquiom with written notice that any Company Shares that are or that subsequently become Dissenting Shares cease being Dissenting Shares for any reason, the persons or entities holding such shares shall automatically and without the requirement of any action on the part of any party to this Agreement be deemed to be Shareholders hereunder with respect to such Company Shares. To the extent any holder of Dissenting Shares receives a fair value determination from a governmental entity or court of competent jurisdiction in accordance with applicable law or Parent reaches a settlement with a holder of Dissenting Shares regarding such holder's claim for appraisal rights under applicable law (an "Appraisal Rights Claim"), Parent shall provide to Acquiom written payment instructions for such holder of Dissenting Shares, and Parent shall, if necessary, pay additional sums into the Paying Account to allow for such payments in the event the fair value determination or settlement is an amount in excess of the payment such party would otherwise have received for such Company Shares. Alternatively, in the event such fair market value determination or settlement is an amount less than the payment such party would otherwise have received for such Company Shares, then after payment of

amounts due in respect of all the Dissenting Shares, the excess of the Closing Consideration Deposit held in the Paying Account for the benefit of such party shall be disbursed to Parent pursuant to payment instructions to be provided by Parent in writing in such event. Acquiom shall follow such written instructions and shall have no obligation to make any further inquiry or investigation regarding the Dissenting Shares or the Appraisal Rights Claims.

5. **Payments.** Payments to any Shareholder hereunder shall be made by U.S. domestic electronic check (ACH) to bank accounts domiciled in the United States at no additional cost. If no electronic payment instructions are provided by a Shareholder, such instruction is payable to an account maintained by a U.S. financial institution that is not enabled for ACH, or such instruction is payable to a financial institution account outside the United States, any payments to that payee will be disbursed by check to the address provided in the Shareholder's letter of transmittal (if applicable). In lieu of an ACH payment or check, a payee may request that a payment be sent by wire transfer. The applicable fees set forth on Exhibit E shall apply and will be deducted from any payments that require such fees. For payee service charges retained in the Paying Account after deduction from a payment, Acquiom is authorized to transfer such amounts to itself, to be retained by Acquiom as compensation. All amounts referred to in this Agreement are expressed in United States Dollars and all payments shall be made in such dollars.

6. **Information and Reports.**

(a) **Monthly Report.** Acquiom shall deliver to Parent and Shareholders' Representative a monthly report in electronic form of the items presented for exchange and a list of Shareholders for which payments have to be made. Each such report shall include the names of the Shareholders that have validly surrendered Company Shares to Acquiom and the amount of cash paid in exchange therefor (previous, current month period and total).

(b) **Maintaining Records.** Acquiom shall keep and maintain complete and accurate ledgers showing all Company Shares surrendered and the amount of cash paid in exchange therefor. Upon making payment for Company Shares, Acquiom shall mark any Certificates it receives as "cancelled" and, if so requested by Parent, return them, the completed letters of transmittal and other related documentation to Parent on behalf of the Company. Acquiom shall preserve the physical documents and instruments described in Section 4(a) as required by law or, if not required to be so preserved, dispose of such physical documents and instruments no earlier than three (3) years following Acquiom's receipt thereof. If prior to the end of such three (3) year period, Acquiom is requested by Parent to deliver such documents to it or to a third party, such delivery shall be subject to additional fees. For greater certainty, Acquiom shall preserve and not dispose of electronic versions of all documents received by it pursuant to Section 4(a). Acquiom is authorized to cooperate with and furnish information to any organization or its legal representatives designated from time to time by the Parties in any manner reasonably requested by either of them.

7. **Follow-Up Notices; Escheat.**

(a) **Follow-Up Notice.** If Acquiom is not requested to conduct the delivery of letters of transmittal and related materials as contemplated by Section 4(a) above, Parent shall, or shall cause the Company to, provide to Acquiom and the Shareholders' Representative a list of mailings to the Shareholders that were sent by Parent or the Company or their respective attorneys or agents and that have been returned as undeliverable. On or about the date that is three months following the date of this Agreement, Acquiom shall provide to the Shareholders' Representative a list of all Shareholders who have not yet become a Tendering Shareholder in accordance with the requirements herein. The Shareholders' Representative will use its good faith efforts, with such cooperation from Acquiom and Parent as may reasonably be requested, to attempt to locate such

Shareholders. With respect to any Shareholders that are so located, Acquiom shall attempt to deliver a follow-up notice (including the same materials as contemplated in Section 4(a) above) to each such located Shareholder at the updated contact information provided by the Shareholders' Representative. With respect to any Shareholders that are not Tendering Shareholders as of the date that is nine (9) months following the Effective Date, Acquiom shall use its standard processes to attempt to locate such Shareholders.

(b) **Uncashed Checks; Return of Electronic Payments.** Should any payment processed by Acquiom from the Paying Account, be returned or rejected, or if a mailed check is returned as undeliverable, Acquiom shall promptly notify the intended recipient of such payment that payment was rejected, and seek to obtain updated payment instructions. In the event such intended recipient cannot be contacted, Acquiom shall notify the Parties in writing who shall then cooperate to attempt to contact the relevant payee for updated payments instructions. Upon request of the Shareholders' Representative, Acquiom will use its standard processes to attempt to locate the payee. Once updated payment instructions have been received by Acquiom in writing from the applicable payee, the payment shall be re-processed within two (2) Business Days.

(c) **Transfer of Funds; Escheat Services.** If there are any Shareholders who have not yet become a Tendering Shareholder in accordance with the requirements herein and who have not otherwise been located by Acquiom or the Parties, upon the first anniversary of the Effective Date (with respect to the Closing Consideration Deposit) or the first anniversary of the date subsequent amounts were deposited in the Paying Account for distribution to the Shareholders, such amounts, together with all interest and other earnings thereon that have accrued to such Shareholders, if any, shall either (A) if requested in writing by Parent, be distributed to Parent to be held and disposed of by Parent in accordance with applicable law or (B) in the absence of written instruction from Parent, remain in the Paying Account for eventual distribution to either such Shareholders or to the applicable governmental entity in compliance with the laws of escheat. Acquiom shall not be liable to any party or other person for any cash from the Paying Account delivered to a governmental entity or public official pursuant to Acquiom's good faith belief that such money was so transmitted in accordance with the terms of any applicable abandoned property, escheat or similar law.

Exhibit A

Wire Instructions for Paying Account:
[*To be provided.*]

Exhibit B

**Telephone Number(s) and Authorized Signature(s) for Person(s)
Designated to Provide Instructions to Acquiom**

If from Parent:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.			_____
2.			_____

If from the Shareholders' Representative:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.			_____
2.			_____

Exhibit C

Closing Payment Spreadsheet [*Parent to provide.*]

Exhibit D

Wire Instructions

For Payments to be paid by Parent or Parent's Payroll Agent:

[To be provided.]

Exhibit E

Schedule of Contracted Services

[To be provided.]

Exhibit F

Additional Tax Reporting

Acquiom shall complete the following additional reporting, subject to the fees set forth on Exhibit E hereof:

None.



LETTER OF TRANSMITTAL

SUBMITTED IN CONNECTION WITH PAYMENT FOR SECURITIES OF

ID WATCHDOG, INC.

This Letter of Transmittal is being delivered to you in connection with the merger of ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands (the "Company"), with Monitor Merger Sub, Inc., an exempted company incorporated with limited liability in the Cayman Islands ("Merger Sub"), a wholly owned subsidiary of Equifax Consumer Services LLC, a Georgia limited liability company ("Parent"), pursuant to the Agreement and Plan of Merger dated June 16, 2017 (the "Merger Agreement"), by and among Parent, Merger Sub and the Company (the "Merger"). Capitalized terms not defined herein are defined in the Merger Agreement.

As a result of the Merger (a) the Company has become a wholly owned subsidiary of Parent, and (b) the outstanding securities of the Company (the "Securities"), have been canceled and converted into the right to receive the consideration specified in the Merger Agreement (the "Consideration"). To receive payment of the Consideration represented by your Securities, you (the "Undersigned") must complete and sign this Letter of Transmittal, including the applicable exhibits, and deliver this Letter of Transmittal to Acquiom Clearinghouse LLC (the "Payment Administrator").

In accordance with the Merger Agreement, except as otherwise provided below, your former Securities listed on Form 3 are hereby surrendered to be exchanged for the Consideration on the terms set forth in the Merger Agreement and this Letter of Transmittal. By signing and submitting this Letter of Transmittal, you also hereby represent, warrant, covenant and agree as follows:

1. The Undersigned was the sole legal and beneficial owner of the Securities listed on Form 3 as of Closing, with good title to the Securities and full power and authority to execute and deliver this Letter of Transmittal and to sell, assign and transfer the Securities, free and clear of all Liens. The Undersigned has no other equity interests or rights thereto in the Company other than the Securities listed on Form 3.
2. The execution and delivery of this Letter of Transmittal by the Undersigned does not, the consummation of the transactions contemplated by this Letter of Transmittal will not, and the performance of this Letter of Transmittal by the Undersigned will not conflict with or violate any constitution, statute, law, rule, regulation, order, decree, injunction, judgment, ruling, charge or other restriction of any government, governmental agency or court applicable to the Undersigned or by which the Undersigned or any of the



Undersigned's properties is or may be bound or affected, or, if the Undersigned is a corporation, limited liability company or partnership, any provision of its charter and bylaws or comparable organizational documents. The surrender of the Securities is irrevocable.

3 The Undersigned, upon request, will execute and deliver any additional documents deemed necessary or desirable by the Company or Parent to complete the payment of the Consideration.

4. The Undersigned acknowledges that the delivery will be effected, and the risk of loss and title to any such items will pass, only upon the updating of the register of Members of the Company. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the Undersigned and shall not be affected by, and shall survive, the death or incapacity of the Undersigned.

5. The Undersigned hereby waives any and all appraisal rights or dissenter's rights which the undersigned might otherwise have in connection with the Undersigned's ownership of the Securities under applicable law in connection with the transactions contemplated by the Merger Agreement.

6. The Undersigned understands that (i) unless and until the Undersigned submits a properly completed Letter of Transmittal according to the terms herein, no cash payments of Consideration pursuant to the Merger Agreement shall be made to the Undersigned or his, her or its designee, (ii) payment is conditioned on the closing of the Merger, and (iii) no interest will accrue on any cash payment due.

7. The Undersigned irrevocably and unconditionally (i) consents in writing to and approves for all purposes the adoption of the Merger Agreement and the consummation of the Merger in accordance with the provisions thereof, (ii) to the extent permissible by law, waives any and all rights to any notice that may be required in connection with the Merger, whether pursuant to the Company's memorandum and articles of association, any agreement to which the Company and the Undersigned are parties or otherwise, (iii) waives any dissenter's rights, rights of appraisal or other similar rights the Undersigned may have with respect to the Merger, and (iv) waives any rights of first refusal or similar rights he, she or it possesses to the extent applicable to the Merger or any transactions contemplated pursuant to the Merger Agreement.

8. The Undersigned hereby irrevocably appoints ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands (the "Shareholders' Representative") as its agent and attorney-in-fact for the purposes set forth in the Merger Agreement. Without limiting the foregoing, the Undersigned agrees that the information contained in this Letter of Transmittal may be shared with Parent and the Shareholders' Representative in connection with this transaction.



9. The Undersigned acknowledges and agrees that the Undersigned has had an opportunity to ask all questions and receive all answers concerning the terms and conditions of this Letter of Transmittal and the Merger Agreement as the Undersigned has requested. The Undersigned represents that the undersigned has received and has reviewed a copy of the Merger Agreement and is familiar with the transactions contemplated thereby. The Undersigned represents, warrants and confirms that the information, including the mailing address and wire instructions (if requesting a wire transfer), set forth in this Letter of Transmittal is true, correct and complete. It is the obligation of the Undersigned to notify Parent of any change to the address or wire instructions set forth herein.

10. The Undersigned understands and agrees to pay, and to indemnify and hold harmless, Parent and the Company from and against any Losses which they may suffer, sustain, or become subject to, as the result of, in connection with, relating or incidental to or by virtue of any breach of the representations and warranties made by the Undersigned in this Letter of Transmittal.

11. Release.

a. Effective upon the Closing, the Undersigned, on behalf of himself, herself or itself and his, her or its Affiliates and each of their respective representatives, successors and assigns (collectively, the "Releasing Parties"), shall be deemed to have remised, released and forever discharged Parent, Merger Sub, the Company and its Subsidiaries and each of their respective Affiliates, predecessors, successors, parents, subsidiaries, and the current and former directors, officers, managers and employees of the Company (collectively, the "Released Parties"), of and from any and all claims, liabilities and obligations of any kind or nature whatsoever, arising out of, relating to, or resulting from any matter or cause whatsoever arising prior to the date hereof or the Closing, whether in its capacity as a holder of the Securities listed on Form 3 or otherwise, in each case whether known or unknown, absolute or contingent, liquidated or unliquidated, and whether arising under any agreement or understanding or otherwise, at Law or equity that the Releasing Parties, or any of them, now have, ever had, or at the Closing may have, or hereafter can, shall or may have, against the Released Parties, or any of them, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of time through the Closing Date, except for claims arising under, or contemplated by, this Letter of Transmittal, the Merger Agreement and the agreements related thereto (including the Warrantholder Consent and the Optionholder Consent), or for salary, bonuses, severance, employee benefits and expense reimbursement. In addition, Undersigned shall defend and hold the Released Parties harmless from and against and in respect of any and all claims, costs, damages, losses, expenses, obligations, liabilities, recoveries, suits, causes of action and



deficiencies, including interest, penalties and reasonable attorney's fees, that the Released Parties may incur or suffer, that arise, result from or relate to any failure by Undersigned to perform or honor any of its covenants or agreements set forth in this Letter of Transmittal.

b. The Undersigned, on behalf of each of the Releasing Parties, hereby agrees that if any Releasing Party hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any claim released hereunder, or in any manner asserts against any Released Party any claim released hereunder, then such Releasing Party will pay to such Released Party, in addition to all other direct or indirect losses suffered by such Released Party as a result of such suit or claim, all attorneys' fees incurred in defending or otherwise responding to such suit or claim.

c. The provisions of this Section 11 are (i) intended to be for the benefit of, and shall be enforceable by, each Released Party and each such Person's heirs, representatives, successors or assigns, it being expressly agreed that such Persons shall be third party beneficiaries of this Section 11, and (ii) in addition to, and not in substitution for, any other right to indemnification or contribution that any such Released Party may have under this Agreement, by contract or otherwise. With respect to any claim by a third party beneficiary under this Section 11, no Releasing Party may assert by way of defense, set-off, or counterclaim any claim against, or liabilities owing by, the Company or another third party beneficiary.

d. The Undersigned agrees, at the Closing and from time to time thereafter, to cause the other Releasing Parties to execute and deliver to the Released Parties such other documents and instruments and take such other actions as may be reasonably requested by any Released Party to implement the provisions of this Section 11.

e. The obligations of the Undersigned under this Section 11 shall not be terminated or modified in such a manner as to adversely affect any Released Party to whom this Section 11 applies without the consent of the affected Released Party (it being expressly agreed that the Released Parties to whom this Section 11 applies shall be third party beneficiaries of this Section 11, and each Released Party may specifically enforce the terms of this Section 11).

12. This Letter of Transmittal will be governed by and construed in accordance with the internal laws of the State of Delaware without reference to its choice-of-law rules.



LETTER OF TRANSMITTAL SUMMARY

Before returning this LOT, please confirm the following steps are complete by checking the boxes below.

- ☐ **1** **Registered Holder Information**
Provide contact information for the Registered Holder of the Securities you are exchanging for payment. **A separate LOT is required for each unique Registered Holder name. You may duplicate this LOT as needed.**
- ☐ **2** **Taxpayer Identification Number and Certification**
Confirm your Taxpayer Identification Number and certify your IRS status.
- ☐ **3** **Securities**
List the Securities you are exchanging for payment.
- ☐ **4** **Payment Method**
Select how you would like to receive your payment.
- ☐ **5** **Payment Instructions**
Provide information for your chosen payment method.
- ☐ **6** **Medallion Guarantee**
Complete this form if you would like payment to be made to someone other than the Registered Holder.
- ☐ **7** **Return Your Completed and Signed LOT to:**

Acquiom Clearinghouse LLC
1614 15th St., Suite 210
Denver, CO 80202

We recommend that you send this LOT using a traceable delivery method.

For assistance, please contact our Client Services team via telephone at (303) 222-2080 or via email at support@srsacquiom.com.

Registered Holder Information

A separate Letter of Transmittal is required for each unique Registered Holder.

FORM 1

Name of Registered Holder exactly as it appears for each Security listed on Form 3:

Check this box if you would like payment to be remitted to another name. You must also complete Form 2 (W-9) with tax information for the new payee and complete Form 6.

A1) Mail To The Attention Of:

A2) Address 1:

A3) Address 2:

A4) City:

A5) State/Province/Region:

A6) Postal Code:

A7) Country:

A8) Email Address:

A9) Telephone Number:

By providing your email address, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your use of this service. Communications include: (i) this agreement and our Privacy Policy and any amendments, modifications or supplements to them; (ii) your records of transactions through this service; (iii) any initial, periodic or other disclosures or notices provided in connection with this service, including without limitation those required by federal or state law, including tax forms; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of this service; and (v) any other communication related to this service or the Payment Administrator. You may withdraw your consent to receive Communications electronically, or you may request a paper copy of a Communication, by contacting us via the "Contact Us" link on our website.

In order to access and retain Communications, you must have: (i) an Internet browser that supports an appropriate level of encryption, (ii) an email account and the capability to read email from us, and (iii) a device and Internet connection capable of supporting the foregoing. You can update your email address at any time by contacting us via the "Contact Us" link on our website or contacting our Client Services as provided herein.

Taxpayer Identification Number and Certification

Substitute IRS Form W-9

Instructions: Please complete this form for the Registered Holder. If the Securities listed on Form 3 are held jointly by more than one individual, this form is only required for one individual.

w1) Name as it is reported to the Internal Revenue Service (IRS):

w2) Social Security Number:

OR

w3) Employer Identification Number

w4) Federal Tax Classification (Check one):

Individual/Sole Proprietor or
Single-Member LLC

C Corporation

S Corporation

Partnership

Trust or Estate

LLC Taxed
as C Corporation

LLC Taxed
as S Corporation

LLC Taxed as
Partnership

w5) Exemptions (if any):

Exempt payee code: _____

Exemption from
FATCA reporting code: _____

Certification

Under penalty of perjury, I certify that:

- 1) The number shown on this form is the Registered Holder's correct taxpayer identification number, and
- 2) The Registered Holder is not subject to backup withholding because: (a) the Registered Holder is exempt from backup withholding, or (b) the Registered Holder has not been notified by the Internal Revenue Service (IRS) that he or she is subject to backup withholding as a result of a failure to report all interests or dividends, or (c) the IRS has notified the Registered Holder that he or she is no longer subject to backup withholding, and
- 3) The Registered Holder is a U.S. citizen or other U.S. person (as defined in IRS Form W-9).
- 4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Notification of Backup Withholding:

Check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If this box is checked, item 2 above will be disregarded.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

w6) Signature:

w6) Date:

x Signature: _____ Email: _____

Notice to Non-Resident Alien Individuals or Foreign Entities

(e.g., foreign corporation, partnership or trust)

DO NOT COMPLETE THE ABOVE SUBSTITUTE FORM W-9. INSTEAD, COMPLETE AND RETURN THE PROPER FORM W-8 CERTIFICATION OF FOREIGN STATUS, AVAILABLE AT: <http://www.irs.gov/uac/Form-W-8,-Certificate-of-Foreign-Status>

FAILURE TO COMPLETE AND RETURN A PROPER FORM W-8 WILL SUBJECT YOU TO FEDERAL BACKUP WITHHOLDING AT THE CURRENT APPLICABLE RATE.

If you need an Employer Identification Number, please visit:

www.irs.gov/businesses and click on Employer Identification Number (EIN) under Starting a Business.

For specific information on filling out this Substitute Form W-9, please visit the IRS website: www.irs.gov/pub/irs-pdf/fw9.pdf

Securities

Securities you are exchanging for payment.

FORM 3

ST1) Security Type:

SN1) Security Number:

SH1) Quantity of Shares:

ST2) Security Type:

SN2) Security Number:

SH2) Quantity of Shares:

ST3) Security Type:

SN3) Security Number:

SH3) Quantity of Shares:

ST4) Security Type:

SN4) Security Number:

SH4) Quantity of Shares:

ST5) Security Type:

SN5) Security Number:

SH5) Quantity of Shares:

ST6) Security Type:

SN6) Security Number:

SH6) Quantity of Shares:

The Undersigned affirms acknowledges and agrees (A) that each Security listed on Form 3 (to the extent certificated) was not endorsed and that the Shares represented by each Security have not, in whole or part, been assigned, transferred, hypothecated, pledged or otherwise disposed of in any manner whatsoever, and that no person or entity other than the Undersigned has any right, title, claim, or interest in the same, and (B) that the Undersigned will indemnify, defend and hold harmless the Payment Administrator and the parties to the definitive transaction agreement, together with their respective employees, officers, directors, agents, successors and assigns, from and against any and all losses, liabilities, damages, judgments, costs, charges, expenses (including the fees and expenses of counsel), claims, actions and suits, arising out of or in connection with the Securities listed on Form 3 or the delivery of this Letter of Transmittal.

Payment Method

Select how you would like to receive your payment.

FORM 4

Direct Deposit (ACH) Election (Complete Form 5A)

You wish to receive payments via direct deposit (ACH). **You understand that this option is only available to certain accounts at U.S. financial institutions** and have confirmed that your financial institution accepts direct deposit (ACH) payments to your account and have verified the information provided on Form 5A with your financial institution. You hereby authorize payments to be made hereunder as direct deposit (ACH) payments. In the event of a duplicate payment, overpayment, fraudulent payment, or payment made in error, you hereby authorize the reversal of such erroneous payment in accordance with the rules of the National Automated Clearinghouse Association. Please note that instructions for ACH and wire often vary (e.g., direct deposit (ACH) transactions cannot include "for further credit account number" or "for further credit account name").

Direct Deposit (ACH) payment method (no charge)

Wire Transfer Election (Complete Form 5B)

You wish to receive payments via wire transfer. A fee of \$25 will be charged for each payment made to a U.S. domestic financial institution. A fee of \$50 will be charged for all wire transfers to accounts domiciled outside the United States. You understand that if either such fee applies, it will be deducted from your payment. In the event of a duplicate payment, overpayment, fraudulent payment, or payment made in error, you hereby authorize the reversal of such erroneous payment through a single ACH electronic debit in the amount of such erroneous payment from the bank account provided on Form 5B.

Wire Transfer payment method (fees apply)

Check (Complete Form 5C)

You wish to receive payments in the form of a check, which will be sent to you via U.S. mail at the address provided in Form 1 (unless indicated otherwise in Form 5C). You understand that a fee of \$20 will be charged for each such payment paid by domestic check, and a fee of \$25 for each international check. The check payment fee will be deducted from your payment. If you are electing to receive payment via check and you would like the check payable in accordance with information provided in Form 1 you may skip Form 5C and Form 6.

☐ Check, default payment method (fees apply)

By completion of the payment details on Form 5A, Form 5B or Form 5C and/or by executing this Letter of Transmittal the Undersigned hereby agrees that such payment instructions (or, if applicable, the address on Form 1) are true and that the Undersigned is representing that it is authorized to act on behalf of account designated on Form 5A or 5B, if applicable, and is hereby directing the Payment Administrator to cause payments to be made to the account listed (or, if payment is being made by check to the address specified herein). Further, the Payment Administrator shall have no liability to the Undersigned for any damages whatsoever that such person may incur as a result of the Payment Administrator following the instructions provided herein.

Payment Instructions: Direct Deposit (ACH) Information

FORM 5A

Complete Form 5A if you selected Direct Deposit (ACH) as your payment method on Form 4.

If the **Name(s) on the Bank Account** listed below is different than the Registered Holder, a Medallion Guarantee must be completed (Form 6) before any payment can be issued.

Please confirm your direct deposit (ACH) instructions with your bank. If payment is returned, you may incur additional fees. Please note that direct deposit (ACH) transactions are typically credited to your account within one business day, but may not be visible in your account for an additional 1-2 business days.

*** Indicates required field**

Name of Registered Holder exactly how it appears listed for each Security on Form 3:*

E1) Name(s) on Bank Account: *

E2) Bank Account Number: *

E3) ABA Routing Number: *

E4) Account Type (Check one): *

CONSUMER

Checking

☐

Savings

COMMERCIAL

Checking

☐

Savings

E5) Bank Name: *

IMPORTANT NOTE: Please note that the ABA Routing Number for wire transfers and direct deposit (ACH) may be different from each other. Please confirm this information with your financial institution. If your account is with a non-bank financial institution such as a brokerage or mutual fund, please contact the financial institution to confirm that wire transfer or direct deposit (ACH) payment is possible for your account and to obtain the correct payment information for this form. Please note that direct deposit (ACH) may not be available for payments to accounts at non-bank financial institutions. Failure to provide accurate and complete electronic payment instructions may cause delays in processing or payments to be returned. If no electronic payment instructions are provided, payments will be automatically disbursed by check to the address provided in Form 1 or Form 5C of this document. Subsequent payments will be made using the same method as the initial payment, at the discretion of the Payment Administrator. Please note that your financial institution may charge a fee for processing incoming wire transfers or direct deposit (ACH). Any such fees would be in addition to the fees described herein.

Payment Instructions: Wire Transfer Information

FORM 5B

Complete Form 5B if you selected Wire Transfer as your payment method on Form 4.

If the **Name(s) on the Account** listed below is different than the Registered Holder, a Medallion Guarantee must be completed (Form 6) before any payment can be issued.

If payment is returned, you may incur additional fees. Please confirm your wire instructions with your financial institution.

*** Indicates required field**

Name of Registered Holder exactly how it appears listed for each Security on Form 3:*

E1) Name(s) on Account: *

E2) U.S. Bank Account Number OR
Non-U.S. IBAN Number: *

E3) U.S. Bank Routing Number OR
Non-U.S. SWIFT Number: *

E4) Financial Institution Name: *

E5) Financial Institution Address: *

E6) Financial Institution City: *

E7) Financial Institution State/Province: *

E8) Financial Institution Postal Code: *

E9) Financial Institution Country: *

E10) Financial Institution Contact Name: *

E11) Financial Institution Contact Phone Number: *

E12) For Further Credit Account Number (If applicable):

E13) For Further Credit Account Name (If applicable):

IMPORTANT NOTE: Please note that the ABA Routing Number for wire transfers and direct deposit (ACH) may be different from each other. Please confirm this information with your financial institution. If your account is with a non-bank financial institution such as a brokerage or mutual fund, please contact the financial institution to confirm that wire transfer or direct deposit (ACH) payment is possible for your account and to obtain the correct payment information for this form. Please note that direct deposit (ACH) may not be available for payments to accounts at non-bank financial institutions. Failure to provide accurate and complete electronic payment instructions may cause delays in processing or payments to be returned. If no electronic payment instructions are provided, payments will be automatically disbursed by check to the address provided in Form 1 or Form 5C of this document. Subsequent payments will be made using the same method as the initial payment, at the discretion of the Payment Administrator. Please note that your financial institution may charge a fee for processing incoming wire transfers or direct deposit (ACH). Any such fees would be in addition to the fees described herein.

Payment Instructions : Check Payment Information

FORM 5C

Complete Form 5C ONLY if: (A) the check is being paid to someone other than the name(s) provided in Form 1 or (B) you would like your check to be mailed to an address that is different than the one provided in Form 1.

If the **Name(s) on "Make Check Payable To"** listed below are different than the Registered Holder, a Medallion Guarantee must be completed (Form 6) before any payment can be issued.

*** Indicates required field**

Name of Registered Holder exactly how it appears listed for each Security on Form 3:*

c1) Make Check Payable To:

c2) Mail To The Attention Of:

c3) Address 1:

c4) Address 2:

c5) City:

c6) State/Province:

c7) Postal Code:

c8) Country:

Medallion Guarantee

You have requested that you would like payment to be made to someone other than the Registered Holder(s) listed on Form 1.

If you have requested that the payment for the Security listed in Form 3 be made to any payee other than the Registered Holder(s) in Form 1, and you've completed Form 5A, Form 5B, or Form 5C with payment information for that payee, you must also complete this form in order to receive payment.

You can obtain the required Medallion Signature Guarantee from an eligible Guarantor Institution (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) with membership in an approved Signature Guarantee Medallion Program, pursuant to Securities and Exchange Commission Rule 17Ad-15. You may wish to contact your primary bank as most banks provide this service to its customers.

M1) Signature of Registered Holder or Authorized Signer:

M2) Date:

M3) Name (Printed):

M4) Title (If signing on behalf of entity):

M5) Additional Signature (If applicable):

M6) Date:

M7) Name (Printed):

M8) Title (If signing on behalf of entity):

Medallion Guarantee Stamp

Guarantor Institution:

Guarantor Contact:

Guarantor Phone:

Signature Page to Letter of Transmittal

Signature is required for each Registered Holder.

By entering in my name and email address then clicking submit, I represent that I am the authorized signer or I have authority to apply the signature of the authorized signer, with the intention of providing an electronic signature that is binding on the registered holder and to be given the same legal effect as a manual signature, and such electronic signature is provided on behalf of all owners for joint accounts. By e-Signing, you acknowledge that you have read and understand this entire Letter of Transmittal and agree to all of its terms. Please carefully read this entire Letter of Transmittal, which includes the accompanying forms and instructions.

S1) **Signature:**

S2) **Date:**

Email:

For Office Use Only

For Office Use Only

S3) **Name (Printed):**

S4) **Title (If signing on behalf of entity):**

S5) **Additional Signature (If applicable):**

S6) **Date:**

X _____

For Office Use Only

For Office Use Only

S7) **Name (Printed):**

S8) **Title (If signing on behalf of entity):**

Any modifications or additions to this Letter of Transmittal unilaterally made by the Undersigned (other than to the extent providing the information expressly solicited hereby) shall be deemed ineffective unless expressly approved and agreed to in writing by buyer. Receipt of payment does not constitute approval or acceptance of any such modifications or additions.

FORM OF
OPTIONHOLDER CONSENT

THIS OPTIONHOLDER CONSENT (this “Agreement”) is entered into as of [●], 2017, by and between the undersigned (the “Optionholder”) and ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands (the “Company”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement and Plan of Merger (the “Merger Agreement”), dated June 16, 2017, by and among the Company, Equifax Consumer Services LLC, a Georgia limited liability company (“Parent”), and Monitor Merger Sub, Inc., an exempted company incorporated with limited liability in the Cayman Islands (“Merger Sub”).

WHEREAS, pursuant to the Company’s 2012 Amended and Restated Stock Option Plan (the “Stock Plan”) and the option agreements by and between the Optionholder and the Company, which are listed on Schedule A hereto (each, an “Option Agreement”), the Optionholder has the option (subject in each case to the terms and conditions of the applicable Option Agreement) to purchase the number of ordinary shares of the Company (“Ordinary Shares”) indicated on Schedule A at the exercise price per share relating to such option indicated on Schedule A (each, an “Option”); and

WHEREAS, in anticipation of the Closing, the Optionholder (a) agrees to and acknowledges the cancellation of all of his or her Options, whether vested or unvested, and the termination of the applicable Option Agreements and (b) releases any and all claims relating to the Options against the Company, Parent, Merger Sub and their respective Affiliates (and their agents) in exchange for the consideration set forth in this Agreement and the Merger Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Cancellation of Options. The parties hereto agree that, notwithstanding anything in the Stock Plan, any Option Agreement or the Merger Agreement to the contrary, effective as of the Closing, the Options, the Option Agreements and all other outstanding options to purchase Ordinary Shares owned by the Optionholder shall be cancelled and terminated, and be of no further force and effect, in exchange for the right to receive a Cashout Payment (as defined below) in accordance with the terms and conditions of this Agreement and the Merger Agreement. The Optionholder agrees that, effective as of the Closing, he or she will have no further right, title or interest in or to the Options or any securities purportedly purchasable upon exercise of the Options and the Options will thereupon be cancelled and terminated and shall cease to be exercisable.

2. Payment of Option Consideration. In consideration for the cancellation and termination of the Options and Option Agreements, the Optionholder shall have the right to receive, without exercising the Options, a lump sum payment by Parent and the Company, as promptly as reasonably possible after the Effective Date, an amount in cash, without interest, equal to the product of (a) the aggregate number of Ordinary Shares subject to such Option,

whether vested or unvested, multiplied by (b) the excess, if any, of the Merger Consideration over the per share exercise price under such Option, less any Taxes required to be withheld therefrom (the “Cashout Payment”). The Cashout Payment (if any) shall be paid by the Company following the Closing in accordance with the applicable provisions of the Merger Agreement. The Optionholder acknowledges and agrees that the Cashout Payment may be equal to zero, in which case the Optionholder would not be entitled to any payment under this Agreement or the Merger Agreement. The Optionholder acknowledges and agrees that it shall have no right to receive the Cashout Payment unless it enters into this Agreement and this Agreement remains effective at the Closing. The Optionholder further acknowledges and agrees that his or her right to receive such payments in exchange for the surrender and cancellation of the Options and the related Option Agreements will constitute full and complete satisfaction of all obligations of the Company, Parent and Merger Sub in respect of the Options and the related Option Agreements. The Optionholder agrees not to exercise any of the Options between the date hereof and the Closing Date (or the earlier termination of this Agreement pursuant to Section 3) absent the prior written consent of the Company.

3. Lack of Closing. Upon termination of the Merger Agreement, this Agreement shall be null and void ab initio, with no liability on the part of any party to the other party hereto, and there shall be no Option cancellation or termination, and no Cashout Payment shall be made pursuant to this Agreement or the Merger Agreement. Further, the obligations of the Company and Optionholder under the Option Agreements and the Stock Plan shall continue to apply without giving effect to the terms of this Agreement. This Agreement shall not otherwise be terminable by the Company or the Optionholder.

4. Optionholder Acknowledgment. The Optionholder hereby represents, acknowledges and agrees that, as of the date hereof and as of the Closing Date:

- (a) The Optionholder has all requisite capacity, power and authority or capacity to enter into and perform the Optionholder’s obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Optionholder and constitutes the legal, valid and binding obligation of the Optionholder, enforceable against the Optionholder in accordance with its terms, except as limited by (i) applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally from time to time in effect and (ii) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).
- (b) The Optionholder is the record and beneficial owner of each of the Options, free and clear of Liens (other than any such Liens pursuant to this Agreement, the Stock Plan or the grant agreements under the Stock Plan and any such Liens on transfer imposed under applicable securities laws). The Optionholder is not a party to any option (other than the Options), warrant (other than any Warrants), right, contract, call, put or other agreement or commitment providing for the disposition or acquisition of any Ordinary Shares, nor is the Optionholder a party to any voting trust, proxy or other agreement or understanding with respect to the

voting of any Ordinary Shares other than the voting Contract referenced in the Merger Agreement.

- (c) Neither the execution and the delivery of this Agreement by the Optionholder, nor the consummation of the transactions contemplated herein by the Optionholder, nor the compliance by the Optionholder with any of the provisions herein, will (i) violate any Law or Order applicable to the Optionholder, (ii) result in the imposition or creation of a Lien upon or with respect to any Options or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice, consent or approval under any Contract applicable to the Optionholder.
- (d) There is no Legal Action pending or, to the knowledge of the Optionholder, threatened, against or affecting the Optionholder that challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of, or seeks other equitable relief with respect to, the transactions contemplated by this Agreement or that would reasonably be expected to impair or delay the Optionholder's ability to consummate the transactions contemplated by this Agreement.
- (e) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE OPTIONHOLDER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE OPTIONS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR BY THE MERGER AGREEMENT AND DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY.
- (f) The Optionholder has read this Agreement, understands the terms and consequences of it and has had adequate time to think about this Agreement and is fully aware of the legal and binding effect of this Agreement. The Optionholder consents to the treatment of the Options as set forth in this Agreement and the Merger Agreement. The Optionholder has no other rights and neither the Company, Parent nor Merger Sub has any other obligations with respect to any Options. The Optionholder agrees to perform all such further acts and execute and deliver all such further documents as may be reasonably necessary in connection with the consummation of the transactions contemplated hereby in accordance with the terms of this Agreement.

5. Release.

- (a) Effective upon the Closing, the Optionholder, on behalf of itself and its Affiliates and each of their respective representatives, successors and assigns (collectively, the "Releasing Parties"), shall be deemed to have remised, released and forever discharged Parent, Merger Sub, the Company and its Subsidiaries and each of their respective Affiliates, predecessors, successors, parents, subsidiaries, and the current and former directors, officers, managers and employees of the Company

(collectively, the “Released Parties”), of and from any and all claims, liabilities and obligations of any kind or nature whatsoever, arising out of, relating to, or resulting from any matter or cause whatsoever arising prior to the date hereof or the Closing, whether in its capacity as a holder of Options or otherwise, in each case whether known or unknown, absolute or contingent, liquidated or unliquidated, and whether arising under any agreement or understanding or otherwise, at Law or equity that the Releasing Parties, or any of them, now have, ever had, or at the Closing may have, or hereafter can, shall or may have, against the Released Parties, or any of them, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of time through the Closing Date, except for claims arising under, or contemplated by, this Agreement, the Merger Agreement and the agreements related thereto or for salary, bonuses, severance, employee benefits and expense reimbursement. In addition, Optionholder shall defend and hold the Released Parties harmless from and against and in respect of any and all claims, costs, damages, losses, expenses, obligations, liabilities, recoveries, suits, causes of action and deficiencies, including interest, penalties and reasonable attorney’s fees, that the Released Parties may incur or suffer, that arise, result from or relate to any failure by Optionholder to perform or honor any of its covenants or agreements set forth in this Agreement.

- (b) The Optionholder, on behalf of each of the Releasing Parties, hereby agrees that if any Releasing Party hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any claim released hereunder, or in any manner asserts against any Released Party any claim released hereunder, then such Releasing Party will pay to such Released Party, in addition to all other direct or indirect losses suffered by such Released Party as a result of such suit or claim, all reasonable attorneys’ fees incurred in defending or otherwise responding to such suit or claim.
- (c) The provisions of this Section 5 are (i) intended to be for the benefit of, and shall be enforceable by, each Released Party and each such Person’s heirs, representatives, successors or assigns, it being expressly agreed that such Persons shall be third party beneficiaries of this Section 5, and (ii) in addition to, and not in substitution for, any other right to indemnification or contribution that any such Released Party may have under this Agreement, by contract or otherwise. With respect to any claim by a third party beneficiary under this Section 5, no Releasing Party may assert by way of defense, set-off, or counterclaim any claim against, or liabilities owing by, the Company or another third party beneficiary.
- (d) The Optionholder agrees, at the Closing and from time to time thereafter, to cause the other Releasing Parties to execute and deliver to the Released Parties such other documents and instruments and take such other actions as may be reasonably requested by any Released Party to implement the provisions of this Section 5 at the sole cost and expense of the Released Parties.
- (e) The obligations of the Optionholder under this Section 5 shall not be terminated or modified in such a manner as to adversely affect any Released Party to whom

this Section 5 applies without the consent of the affected Released Party (it being expressly agreed that the Released Parties to whom this Section 5 applies shall be third party beneficiaries of this Section 5, and each Released Party may specifically enforce the terms of this Section 5).

6. Survival of Covenants, Representations and Warranties. All covenants and agreements of the parties contained in this Agreement to be performed after the Closing (and the right to bring claims pursuant to this Agreement based upon or arising out of such covenants and agreements) shall survive until, and shall expire and be of no force and effect when, such covenants and agreements have been fully performed in accordance with their respective terms. Each representation and warranty contained herein shall not survive the Closing.

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

If to the Optionholder, as set forth on its signature page hereto

If to the Company to:

ID Watchdog, Inc.
c/o Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, GA 30309
Email: dustin.renn@equifax.com
Attention: Dustin Renn

with a copy to:

King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, GA 30309
Email: cratliff@kslaw.com
Attention: Carrie A. Ratliff, Esq.

or to such other address as such party may indicate by a written notice delivered to the other party.

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

parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties to this Agreement with respect to the subject matter of this Agreement.

10. Interpretation.

- (a) The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Exhibit, Article, or Schedule, such reference shall be to a Section of, Exhibit to, Article of, or Schedule of this Agreement unless otherwise indicated. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” and the word “or” is not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and does not simply mean “if.” A reference in this Agreement to \$ or dollars is to U.S. dollars. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

11. Amendments and Waivers. At any time prior to the Effective Date, this Agreement may be amended or supplemented in any and all respects, whether before or after receipt of the Requisite Company Vote, by written agreement signed by each of the parties hereto; provided, however, that following the receipt of the Requisite Company Vote, there shall be no amendment or supplement to the provisions of this Agreement which by Law or in accordance with the rules of any relevant self-regulatory organization would require further approval by the holders of Company Ordinary Shares without such approval. At any time prior to the Effective Date, the Company, on the one hand, or the Optionholder, on the other hand, may (a) extend the time for the performance of any of the obligations of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this

Agreement or in any document delivered under this Agreement, or (c) unless prohibited by applicable Law, waive compliance with any of the covenants, agreements or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in an instrument in writing signed by such party. If any party expressly waives in writing an unsatisfied condition, representation, warranty, undertaking, covenant or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, Liabilities or expenses, including legal and other expenses, from the other party in respect of the matter or matters so waived. The failure of any party to assert any of its rights under this Agreement or otherwise will not constitute a waiver of such rights.

12. No Implied Rights. Nothing contained in this Agreement shall confer upon the Optionholder any right with respect to the terms of or continuation of the Optionholder's employment or service with the Company or any of its affiliates, or to interfere with the right of the Company or any of its affiliates to terminate the Optionholder's employment or service at any time, with or without cause.

13. Expenses. Except as otherwise provided herein, each party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel, accountants, advisors and consultants.

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

15. Execution in Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by the other party. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

17. Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

- (a) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns shall be brought and determined exclusively in the Court of Chancery of Delaware or, if such court shall not have jurisdiction, exclusively in any federal court located in the State of Delaware or other Delaware state court. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 17, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable Law, any claim that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.
- (b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE

IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17(b).

18. Time of Essence. Time is of the essence for each and every provision of this Agreement.

19. Further Assurances. Each party shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby at the sole cost and expense of the requesting party.

20. Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and that monetary damages, even if available, would not be an adequate remedy therefor, and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at Law or in equity, without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy). The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

21. No Rescission. No party shall be entitled to rescind the transactions contemplated hereby by virtue of any failure of any party's representations and warranties herein to have been true or any failure by any party to perform its obligations hereunder.

22. No Personal Liability. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any officer, director, employee, agent, representative or investor of any party.

23. Third Party Beneficiaries. Except as provided in Section 5(c) (which shall be to the benefit of the parties referred to in such section), this Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Parent is a third-party beneficiary of this Agreement and will be entitled to directly enforce this Agreement against the parties hereto as if Parent were a party hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

THE COMPANY:

ID WATCHDOG, INC.

By: _____

Name:

Title:

OPTIONHOLDER:

[•]

Address for notice purposes:

[Address]

[Address]

[City, State ZIP]

E-Mail: [•]

Facsimile: [•]

Schedule A

Option Holder Name	Option Grant Date	Number of Ordinary Shares Subject of Option	Exercise Price

Total Number of Ordinary Shares Subject to Option	
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FORM OF
WARRANTHOLDER CONSENT

THIS WARRANTHOLDER CONSENT (this “Agreement”) is entered into as of [●], 2017, by and between the undersigned (the “Warrantholder”) and ID Watchdog, Inc., an exempted company incorporated with limited liability in the Cayman Islands (the “Company”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement and Plan of Merger (the “Merger Agreement”), dated June 16, 2017, by and among the Company, Equifax Consumer Services LLC, a Georgia limited liability company (“Parent”), and Monitor Merger Sub, Inc., an exempted company incorporated with limited liability in the Cayman Islands (“Merger Sub”).

WHEREAS, On February 24, 2011, the Company issued 3,123.481 shares of Series C Convertible Preferred Shares (“Series C Shares”);

WHEREAS, prior to February 24, 2016, the holders of Series C Shares had the right to convert each Series C Share into 10,000 ordinary shares of the Company (“Ordinary Shares”), and any Series C Shares outstanding on February 24, 2016 were subject to mandatory redemption, which the Company paid by delivery of a senior note with an interest rate of 15% per annum and a 90 day maturity (the “90 Day Note”);

WHEREAS, the Company passed a resolution at the April 13, 2015 meeting of the holders of Series C Shares to amend the Series C Shares to extend the maturity date of the 90 Day Note from May 23, 2016 to November 22, 2017 (the “Resolution”);

WHEREAS, in consideration of and subject to a holder of Series C Shares voting in favor of the Resolution, the Company issued to such holder a warrant (a “Warrant”) to purchase 1,000 Ordinary Shares at an exercise price of \$0.10 for each Series C Share owned by such holder;

WHEREAS, the Warrantholder holds a Warrant giving such Person a warrant to purchase the number of Ordinary Shares indicated on Schedule A at the exercise price per share relating to such Warrant indicated on Schedule A; and

WHEREAS, in anticipation of the Closing, the Warrantholder (a) agrees to and acknowledges the cancellation of all of his or her Warrants and (b) releases any and all claims relating to the Warrants against the Company, Parent, Merger Sub and their respective Affiliates (and their agents) in exchange for the consideration set forth in this Agreement and the Merger Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Cancellation of Warrants. The parties hereto agree that, notwithstanding anything in the Warrants or the Merger Agreement to the contrary, effective as of the Closing, the Warrants and all other outstanding warrants to purchase Ordinary Shares owned by the

Warrantholder shall be cancelled and terminated, and be of no further force and effect, in exchange for the right to receive a Warrant Cashout Payment (as defined below) in accordance with the terms and conditions of this Agreement and the Merger Agreement. The Warrantholder agrees that, effective as of the Closing, he or she will have no further right, title or interest in or to the Warrants or any securities purportedly purchasable upon exercise of the Warrants and the Warrants will thereupon be cancelled and terminated and shall cease to be exercisable.

2. Payment of Warrant Consideration. In consideration for the cancellation and termination of the Warrants, the Warrantholder shall have the right to receive from Parent and the Company, as promptly as reasonably practicable after the Effective Date, an amount in cash, without interest, equal to the product of (a) the aggregate number of Ordinary Shares subject to such Warrant, multiplied by (b) the excess, if any, of the Merger Consideration over the per share exercise price under such Warrant, less any Taxes required to be withheld therefrom (the “Warrant Cashout Payment”). The Warrant Cashout Payment (if any) shall be paid by the Company following the Closing in accordance with the applicable provisions of the Merger Agreement. The Warrantholder acknowledges and agrees that the Warrant Cashout Payment may be equal to zero, in which case the Warrantholder would not be entitled to any payment under this Agreement or the Merger Agreement. The Warrantholder acknowledges and agrees that it shall have no right to receive the Warrant Cashout Payment unless it enters into this Agreement and this Agreement remains effective at the Closing. The Warrantholder further acknowledges and agrees that his or her right to receive such payments in exchange for the surrender and cancellation of the Warrants will constitute full and complete satisfaction of all obligations of the Company, Parent and Merger Sub in respect of the Warrants. The Warrantholder agrees not to exercise any of the Warrants between the date hereof and the Closing Date (or the earlier termination of this Agreement pursuant to Section 3) absent the prior written consent of the Company.

3. Lack of Closing. Upon termination of the Merger Agreement, this Agreement shall be null and void ab initio, with no liability on the part of any party to the other party hereto, and there shall be no Warrant cancellation or termination, and no Warrant Cashout Payment shall be made pursuant to this Agreement or the Merger Agreement. Further, the obligations of the Company and Warrantholder under the Warrants shall continue to apply without giving effect to the terms of this Agreement. This Agreement shall not otherwise be terminable by the Company or the Warrantholder.

4. Warrantholder Acknowledgment. The Warrantholder hereby represents, acknowledges and agrees that, as of the date hereof and as of the Closing Date:

- (a) The Warrantholder has all requisite capacity, power and authority to enter into and perform the Warrantholder’s obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly and validly authorized by all necessary action on the part of the Warrantholder. This Agreement has been duly and validly executed and delivered by the Warrantholder and constitutes the legal, valid and binding obligation of the Warrantholder, enforceable against the Warrantholder in accordance with its terms, except as limited by (i) applicable bankruptcy, reorganization, insolvency,

moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect and (ii) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).

- (b) The Warrantholder is the record and beneficial owner of each of the Warrants, free and clear of Liens (other than any such Liens pursuant to the terms of this Agreement, and any such Liens on transfer imposed under applicable securities laws). The Warrantholder is not a party to any warrant (other than the Warrants), option (other than any Company Share Options), right, contract, call, put or other agreement or commitment providing for the disposition or acquisition of any Ordinary Shares, nor is the Warrantholder a party to any voting trust, proxy or other agreement or understanding with respect to the voting of any Ordinary Shares other than the voting Contract referenced in the Merger Agreement.
- (c) Neither the execution and the delivery of this Agreement by the Warrantholder, nor the consummation of the transactions contemplated herein by the Warrantholder, nor the compliance by the Warrantholder with any of the provisions herein, will (i) violate any Law or Order applicable to the Warrantholder, (ii) result in the imposition or creation of a Lien upon or with respect to any Warrants or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice, consent or approval under any Contract applicable to the Warrantholder.
- (d) There is no Legal Action pending or, to the knowledge of the Warrantholder, threatened, against or affecting the Warrantholder that challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of, or seeks other equitable relief with respect to, the transactions contemplated by this Agreement or that would reasonably be expected to impair or delay the Warrantholder's ability to consummate the transactions contemplated by this Agreement.
- (e) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE WARRANTHOLDER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE WARRANTS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR BY THE MERGER AGREEMENT AND DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY.
- (f) The Warrantholder has read this Agreement, understands the terms and consequences of it and has had adequate time to think about this Agreement and is fully aware of the legal and binding effect of this Agreement. The Warrantholder consents to the treatment of the Warrants as set forth in this Agreement and the Merger Agreement. The Warrantholder has no other rights and neither the Company, Parent nor Merger Sub has any other obligations with respect to any Warrants. The Warrantholder agrees to perform all such further acts and execute

and deliver all such further documents as may be reasonably necessary in connection with the consummation of the transactions contemplated hereby in accordance with the terms of this Agreement.

5. Release.

- (a) Effective upon the Closing, the Warrantholder, on behalf of itself and its Affiliates and each of their respective representatives, successors and assigns (collectively, the “Releasing Parties”), shall be deemed to have remised, released and forever discharged Parent, Merger Sub, the Company and its Subsidiaries and each of their respective Affiliates, predecessors, successors, parents, subsidiaries, and the current and former directors, officers, managers and employees of the Company (collectively, the “Released Parties”), of and from any and all claims, liabilities and obligations of any kind or nature whatsoever, arising out of, relating to, or resulting from any matter or cause whatsoever arising prior to the date hereof or the Closing, whether in its capacity as a holder of Warrants or otherwise, in each case whether known or unknown, absolute or contingent, liquidated or unliquidated, and whether arising under any agreement or understanding or otherwise, at Law or equity that the Releasing Parties, or any of them, now have, ever had, or at the Closing may have, or hereafter can, shall or may have, against the Released Parties, or any of them, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of time through the Closing Date, except for claims arising under, or contemplated by, this Agreement or the Merger Agreement and the agreements related thereto or for salary, bonuses, severance, employee benefits and expense reimbursement. In addition, Warrantholder shall defend and hold the Released Parties harmless from and against and in respect of any and all claims, costs, damages, losses, expenses, obligations, liabilities, recoveries, suits, causes of action and deficiencies, including interest, penalties and reasonable attorney’s fees, that the Released Parties may incur or suffer, that arise, result from or relate to any failure by Warrantholder to perform or honor any of its covenants or agreements set forth in this Agreement.
- (b) The Warrantholder, on behalf of each of the Releasing Parties, hereby agrees that if any Releasing Party hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any claim released hereunder, or in any manner asserts against any Released Party any claim released hereunder, then such Releasing Party will pay to such Released Party, in addition to all other direct or indirect losses suffered by such Released Party as a result of such suit or claim, all reasonable attorneys’ fees incurred in defending or otherwise responding to such suit or claim.
- (c) The provisions of this Section 5 are (i) intended to be for the benefit of, and shall be enforceable by, each Released Party and each such Person’s heirs, representatives, successors or assigns, it being expressly agreed that such Persons shall be third party beneficiaries of this Section 5, and (ii) in addition to, and not in substitution for, any other right to indemnification or contribution that any such

Released Party may have under this Agreement, by contract or otherwise. With respect to any claim by a third party beneficiary under this Section 5, no Releasing Party may assert by way of defense, set-off, or counterclaim, any claim against, or liabilities owing by, the Company or another third party beneficiary.

- (d) The Warrantholder agrees, at the Closing and from time to time thereafter, to cause the other Releasing Parties to execute and deliver to the Released Parties such other documents and instruments and take such other actions as may be reasonably requested by any Released Party to implement the provisions of this Section 5 at the sole cost and expense of the Released Parties.
- (e) The obligations of the Warrantholder under this Section 5 shall not be terminated or modified in such a manner as to adversely affect any Released Party to whom this Section 5 applies without the consent of the affected Released Party (it being expressly agreed that the Released Parties to whom this Section 5 applies shall be third party beneficiaries of this Section 5, and each Released Party may specifically enforce the terms of this Section 5).

6. Survival of Covenants, Representations and Warranties. All covenants and agreements of the parties contained in this Agreement to be performed after the Closing (and the right to bring claims pursuant to this Agreement based upon or arising out of such covenants and agreements) shall survive until, and shall expire and be of no force and effect when, such covenants and agreements have been fully performed in accordance with their respective terms. Each representation and warranty contained herein shall not survive the Closing.

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

If to the Warrantholder, as set forth on its signature page hereto

If to the Company to:

ID Watchdog, Inc.
c/o Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, GA 30309
Email: dustin.renn@equifax.com
Attention: Dustin Renn

with a copy to:

King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, GA 30309
Email: cratliff@kslaw.com
Attention: Carrie A. Ratliff, Esq.

or to such other address as such party may indicate by a written notice delivered to the other party.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties to this Agreement with respect to the subject matter of this Agreement.

10. Interpretation.

- (a) The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Exhibit, Article, or Schedule, such reference shall be to a Section of, Exhibit to, Article of, or Schedule of this Agreement unless otherwise indicated. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” and the word “or” is not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and does not simply mean “if.” A reference in this Agreement to \$ or dollars is to U.S. dollars. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no

presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

11. Amendments and Waivers. At any time prior to the Effective Date, this Agreement may be amended or supplemented in any and all respects, whether before or after receipt of the Requisite Company Vote, by written agreement signed by each of the parties hereto; provided, however, that following the receipt of the Requisite Company Vote, there shall be no amendment or supplement to the provisions of this Agreement which by Law or in accordance with the rules of any relevant self-regulatory organization would require further approval by the holders of Company Ordinary Shares without such approval. At any time prior to the Effective Date, the Company, on the one hand, or the Warrantholder, on the other hand, may (a) extend the time for the performance of any of the obligations of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered under this Agreement, or (c) unless prohibited by applicable Law, waive compliance with any of the covenants, agreements or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver will be valid only if set forth in an instrument in writing signed by such party. If any party expressly waives in writing an unsatisfied condition, representation, warranty, undertaking, covenant or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, Liabilities or expenses, including legal and other expenses, from the other party in respect of the matter or matters so waived. The failure of any party to assert any of its rights under this Agreement or otherwise will not constitute a waiver of such rights.

12. No Implied Rights. Nothing contained in this Agreement shall confer upon the Warrantholder any right with respect to the terms of or continuation of the Warrantholder's employment or service with the Company or any of its affiliates, or to interfere with the right of the Company or any of its affiliates to terminate the Warrantholder's employment or service at any time, with or without cause.

13. Expenses. Except as otherwise provided herein, each party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel, accountants, advisors and consultants.

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

15. Execution in Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement will

become effective when each party to this Agreement will have received counterparts signed by the other party. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

17. Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns shall be brought and determined exclusively in the Court of Chancery of Delaware or, if such court shall not have jurisdiction, exclusively in any federal court located in the State of Delaware or other Delaware state court. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 17, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable Law, any claim that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS

LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17(b).

18. Time of Essence. Time is of the essence for each and every provision of this Agreement.

19. Further Assurances. Each party shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby at the sole cost and expense of the requesting party.

20. Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and that monetary damages, even if available, would not be an adequate remedy therefor, and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at Law or in equity, without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy). The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

21. No Rescission. No party shall be entitled to rescind the transactions contemplated hereby by virtue of any failure of any party's representations and warranties herein to have been true or any failure by any party to perform its obligations hereunder.

22. No Personal Liability. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any officer, director, employee, agent, representative or investor of any party.

23. Third Party Beneficiaries. Except as provided in Section 5(c) (which shall be to the benefit of the parties referred to in such section), this Agreement is for the sole benefit of the

parties hereto and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Parent is a third-party beneficiary of this Agreement and will be entitled to directly enforce this Agreement against the parties hereto as if Parent were a party hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

THE COMPANY:

ID WATCHDOG, INC.

By: _____

Name:

Title:

WARRANTHOLDER:

[•]

Address for notice purposes:

[Address]

[Address]

[City, State ZIP]

E-Mail: [•]

Facsimile: [•]

[Signature page to Warrantholder Consent]

Schedule A

Warrant Holder Name	Warrant Grant Date	Number of Ordinary Shares Subject of Warrant	Exercise Price