

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 10th day of January, 2022.

AMONG:

SNIPP INTERACTIVE INC.,

a corporation existing under the laws of the Province of British Columbia, having an office at Suite 1700 – 666 Burrard Street, Vancouver, British Columbia V6C 2X8
(hereinafter referred to as the “**Purchaser**”)

- and -

GAMBIT DIGITAL PROMOTIONS INC.,

a corporation existing under the laws of Canada, having a registered office at [REDACTED]

(hereinafter referred to as “**Gambit**”)

-and-

The holders of common shares of Gambit listed in the attached Schedule “A” (“**Common Shareholders**”) and which shareholders, together, if applicable, with any persons that become shareholders of Gambit prior to Closing, hereinafter collectively referred to as, the “**Shareholders**”, and individually as, a “**Shareholder**”

WHEREAS:

- A. The Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding common shares (“**Common Shares**”) in the capital of Gambit;
- B. The Purchaser has agreed to purchase all of the issued and outstanding Common Shares (collectively, the “**Gambit Shares**”) in exchange for common shares of the Purchaser on the terms and conditions set forth in this Agreement (the “**Transaction**”); and
- C. The Shareholders have agreed to the Transaction.

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

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) **“Agreement”** means this share exchange agreement as the same may be supplemented or amended from time to time;
- (b) **“Alternative Transaction”** means any of the following (and excludes the transactions contemplated by this Agreement): (i) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving Gambit, or any analogous transaction; (ii) any acquisition of all or substantially all of the assets of Gambit (or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect); (iii) any acquisition of beneficial ownership of 50% or more of Gambit’s common shares in a single transaction or a series of related transactions; (iv) any acquisition by Gambit of any assets or capital stock of another person (other than acquisitions of assets or capital stock of any other person that are not, individually or in the aggregate, material to Gambit); or (v) any bona fide proposal to, or public announcement of an intention to, do any of the foregoing on or before the Termination Date;
- (c) **“Applicable Laws”** means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby;
- (d) **“Base Purchase Price”** has the meaning set forth in Section 2.02;
- (e) **“Books and Records”** means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (f) **“Business Day”** means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia or in the Province of Ontario;
- (g) **“Cause”** has the meaning ascribed to such term in the Employment Agreements;
- (h) **“Claim”** has the meaning set forth in Section 8.03;
- (i) **“Closing”** means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (j) **“Closing Date”** means the date of Closing, which shall be the third Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or an earlier or later date as the Purchaser and Gambit may mutually determine;
- (k) **“Common Shares”** means common shares without par value in the capital of the Purchaser;
- (l) **“Consideration Shares”** has the meaning set forth in Section 2.02;
- (m) **“Contracts”** (individually, a **“Contract”**) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and

orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;

- (n) **“Corporate Records”** means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous shareholders’ agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (o) **“Deposit”** means the \$100,000 paid by the Purchaser to Gambit on October 12, 2021, the \$100,000 paid by the Purchaser to Gambit on November 17, 2021 and the \$100,000 paid by the Purchaser to Gambit on December 20, 2021 for an aggregate of \$300,000;
- (p) **“Direct Claim”** has the meaning set forth in Section 8.03;
- (q) **“Disclosed”** means, in the case of the Shareholders and Gambit, fairly disclosed in writing to the Purchaser prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed), and, in the case of the Purchaser, fairly disclosed in writing to Gambit prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed);
- (r) **“Discounts on Tokens Sold”** means discounts on Tokens Sold as calculated in accordance with the International Financial Reporting Standards (IFRS) accounting standards and rules, and as reflected in Snipp’s audited financial statements;
- (s) **“Earn-Out Amount”** has the meaning set forth in Section 2.03;
- (t) **“Earn-Out Cap”** has the meaning set forth in Section 2.03;
- (u) **“Earn-Out Shares”** has the meaning set forth in Section 2.03;
- (v) **“Earn-Out Years”** has the meaning set forth in Section 2.03;
- (w) **“Employment Agreements”** means the employment agreements entered into by each Key Employee and the Purchaser dated January 1, 2022;
- (x) **“Exemption”** has the meaning set forth in Section 2.07(a);
- (y) **“GAAP”** means generally accepted accounting principles in Canada (and, if applicable, includes International Financial Reporting Standards);
- (z) **“Gambit Free Entries”** means free, single use digital entries, or game credits;
- (aa) **“Gambit Material Contracts”** has the meaning set forth in Section 5.03(m);
- (bb) **“Gambit Shares”** has the meaning set forth in the recitals of this Agreement;
- (cc) **“Governmental Authority”** means any (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department,

court, tribunal, commission, board or agency, domestic or foreign, or (ii) regulatory authority, including any securities commission, or stock exchange (including the TSXV);

- (dd) **“Indemnified Party”** has the meaning set forth in Section 8.03;
- (ee) **“Indemnifying Party”** has the meaning set forth in Section 8.03;
- (ff) **“IP”** means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii) licenses, contacts and agreements otherwise relating to the IP, and (ix) the goodwill symbolized or represented by the foregoing;
- (gg) **“laws”** means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and **“law”** means any one of them;
- (hh) **“Letter of Intent”** means the letter of intent dated October 5, 2021, between the Purchaser, Gambit, Richard Pistilli and Patrick Sanche related to the Transaction;
- (ii) **“Lien”** means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;
- (jj) **“Lock-Up and Standstill Agreement”** means the form of lock-up and standstill agreement to be executed by each of Richard, Patrick and Peter, pursuant to which (a) the Consideration Shares and Earn-Out Shares, if any, received by each such Shareholder pursuant to this Agreement will be locked-up from trading pursuant to the term and release schedule in the form of Lock-Up and Standstill Agreement attached hereto as **Schedule “C”**; and (b) each such Shareholder agrees not to dispose of any shares of the Purchaser, including, but not limited to, the Consideration Shares and Earn-Out Shares issued to such Shareholder pursuant to this Agreement, during any period during which the volume weighted average price of the Earn-Out Shares are to be determined, in the form of the form of Lock-Up and Standstill Agreement attached hereto as **Schedule “C”**;

- (kk) **“Lock-Up Agreement”** means the form of lock-up agreement to be by each of the SAFE Holders and each of the Shareholders (other than Richard, Patrick and Peter), pursuant to which the Consideration Shares and Earn-Out Shares, if any, received by Shareholders pursuant to this Agreement will be locked-up from trading pursuant to the term and release schedule in the form of Lock-Up Agreement attached hereto as **Schedule “D”**;
- (ll) **“Key Employees”** means Richard Pistilli and Patrick Sanche;
- (mm) **“Material Adverse Effect”** means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or Gambit, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction; provided that the COVID-19 pandemic will be deemed not to constitute a Material Adverse Effect;
- (nn) **“Material Contract”** means any Contract to which a person is a party and which is material to such person, including: (i) any Contract, the termination of which would have a Material Adverse Effect on such person; (ii) any Contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$10,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (oo) **“material fact”** shall have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (pp) **“Net Revenue”** means, in respect of an Earn-Out Year, the gross revenue from Tokens Sold in such Earn-Out Year less Discounts on Tokens Sold in such Earn-Out Year, less Prize Tokens Redeemed in such Earn-Out Year, plus Rebates received in such Earn-Out Year, all as calculated and accounted for in accordance with the International Financial Reporting Standards (IFRS) accounting standards and rules, and as reflected in Snipp’s audited financial statements;
- (qq) **“Non-Management Shareholders”** means all of the Shareholders other than the Key Employees;
- (rr) **“Non-Resident Shareholders”** means those Shareholders identified in the attached **Schedule “A”** as being non-residents of Canada for the purposes of the Tax Act;
- (ss) **“Patrick”** means Patrick Sanche, who is one of the Shareholders;
- (tt) **“person”** includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (uu) **“**[REDACTED]**”**
- (vv) **“Pre-Audit Earn-Out Period Revenue”** has the meaning set forth in Section 2.04(a);

- (ww) **“Pre-Audit Earn-Out Shares”** has the meaning set forth in Section 2.03;
- (xx) **“Pre-Audit Earn-Out Statement”** has the meaning set forth in Section 2.04(a);
- (yy) **“Play Tokens”** means Gambit digital credits which are awarded to Gambit users for winning a Gambit game, or contest.
- (zz) **“Prize Tokens”** means Gambit loyalty points, which are awarded to Gambit users in exchange for Play Tokens.
- (aaa) **“Prize Vendor”** means a 3rd party from whom Gambit purchases goods or services for the purpose of fulfilling Prize Token redemption requests,.
- (bbb) **“Purchased Shares”** means all of the issued and outstanding Gambit Shares purchased by the Purchaser pursuant to this Agreement;
- (ccc) **“Purchaser Financial Statements”** has the meaning set forth in Section 5.01(k);
- (ddd) **“Rebates”** means discounts on Prize Token redemptions received by Gambit from Prize Vendors;
- (eee) **“Regulation D”** means Regulation D under the U.S. Securities Act;
- (fff) **“Regulation S”** means Regulation S under the U.S. Securities Act;
- (ggg) **“Richard”** means Richard Pistilli, who is one of the Shareholders;
- (hhh) **“SAFE Holders”** means the holders of the SAFEs, as more particularly described in **Schedule “A”**;
- (iii) **“SAFES”** means the simple agreements for future equity of Gambit as more particularly described in **Schedule “A”**;
- (jjj) **“Securities Laws”** means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (kkk) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;
- (lll) **“Shareholders”** and **“Shareholder”** have the respective meanings set forth in the first page of this Agreement;
- (mmm) **“Tax”** means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax,

goods and services tax (GST), harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers' compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and "**Taxes**" has a corresponding meaning;

- (nnn) "**Tax Act**" means the *Income Tax Act* (Canada);
- (ooo) "**Tax Election Form**" has the meaning set forth in Section 2.04;
- (ppp) "**Tax Election Provision**" has the meaning set forth in Section 2.04;
- (qqq) "**Tax Return**" means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto;
- (rrr) "**10-Day Closing VWAP**" has the meaning set forth in Section 2.02;
- (sss) "**Termination Date**" means March 31, 2022 or such later date as may be agreed in writing between the Purchaser and Gambit;
- (ttt) "**Third Party**" has the meaning set forth in Section 8.05(f);
- (uuu) "**Third Party Claim**" has the meaning set forth in Section 8.03;
- (vvv) "**Time of Closing**" means 10:00 a.m. (Toronto time) on the Closing Date, or such other time as the parties may mutually determine;
- (www) "**Prize Tokens Redeemed**" means: Prize Tokens redeemed by means of Gambit executing a customer's claim for a gift in exchange for their Gambit Prize Tokens plus estimated cost of Prize Tokens issued but not redeemed as determined in accordance with the International Financial Reporting Standards (IFRS) accounting standards and rules, and as reflected in Snipp's audited financial statements;
- (xxx) "**Tokens Sold**" means Gambit Free Entries sold to rewards programs to be gifted to their customers and recognized as revenue by Snipp in accordance with the International Financial Reporting Standards (IFRS) accounting standards and rules, and as reflected in Snipp's audited financial statements;
- (yyy) "**Transaction**" has the meaning set forth in the recitals of this Agreement;
- (zzz) "**TSXV**" means the TSX Venture Exchange;
- (aaaa) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(bbbb) “**U.S. Person**” means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

(cccc) “**U.S. Securities Act**” means the *United States Securities Act of 1933*, as amended;

(dddd) “**U.S. Shareholder**” means (i) a U.S. Person, (ii) any person who receives or received an offer of the Consideration Shares while in the United States, (iii) any person acquiring the Consideration Shares on behalf of, or for the account or benefit of any U.S. Person or any person in the United States, or (iv) any person who is or was in the United States at the time when such person executed or delivered this Agreement; and

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Chartered Professional Accountants of Canada, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of the Purchaser.
- (b) Any reference herein to “the knowledge of Gambit” (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of Gambit.
- (c) Any reference herein to “the knowledge of the Shareholder” (or similar expressions) will be deemed to mean the actual knowledge of the applicable Shareholder.
- (d) Any reference herein to “the knowledge of Richard” (or similar expressions) will be deemed to mean the actual knowledge of Richard.

1.09 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement, and must be completed and attached before the Closing Date for this Agreement to be fully integrated and thereafter enforceable by or against the parties:

<u>Schedule</u>	<u>Description</u>
Schedule “A”	Shareholders of Gambit
Schedule “B”	U.S. Representation Letter for U.S. Shareholders
Schedule “C”	Form of Lock-Up and Standstill Agreement
Schedule “D”	Form of Lock-Up Agreement

ARTICLE II PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees, on its own behalf, to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Shareholders, the number of Purchased Shares which are beneficially owned by such Shareholder at the Time of Closing for the Base Purchase Price. As of the date of this Agreement, the number of Purchased Shares which are beneficially owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in **Schedule “A”** attached hereto.

2.02 Base Purchase Price

In consideration for the acquisition of the Purchased Shares and the full and final settlement of the SAFEs, the Purchaser shall pay to the Shareholders a base purchase price of US\$5,000,000 (the “**Base Purchase Price**”). The parties hereto acknowledge and agree that, in connection with the Closing, the Deposit shall be applied toward the Base Purchase Price and shall reduce the balance payable by the Purchaser by the amount of such Deposit. The Base Purchase Price less the Deposit shall be paid in Common Shares (collectively, the “**Consideration Shares**”), free and clear of encumbrances, issued to the Shareholders *pro rata* in proportion to their respective ownership interest in the Purchased Shares. The Consideration Shares shall, subject to compliance with all Applicable Laws, be issued to the Shareholders at a deemed price equal to the 10-day trailing volume weighted average price of the Common Shares on the TSXV prior to the date on which the Purchaser publicly announces the Transaction via issuance of a press

release (the “**10-Day Closing VWAP**”). For greater certainty, the Purchaser agrees that it will issue a public announcement disclosing the Transaction, and (if required) apply to the TSXV for approval of the Transaction, within two (2) Business Days following the date of execution of this Agreement by the parties. To the extent a Shareholder is to receive a fractional Consideration Share, that entitlement shall be rounded down to the nearest whole number and no consideration shall be payable therefor. The Consideration Shares are being issued, subject to compliance with all Applicable Laws, at a deemed value of the 10-Day Closing VWAP per Consideration Share. The certificates representing the Consideration Shares will bear any legends required by Securities Laws and the policies of the TSXV.

The parties hereto acknowledge and agree that the first \$1,050,000 of the Base Purchase Price shall be payable to the Safe Holders in Consideration Shares as full and final settlement of such SAFEs, and the balance \$3,650,000 of the Base Purchase Price payable shall be payable to the Shareholders in Consideration Shares *pro rata* their ownership percentage as set out in **Exhibit “A”**.

If the Closing shall not have been consummated on or prior to the Termination Date or such earlier termination of this Agreement, Gambit and the Shareholders shall agree to convert the Deposit into a SAFE issued to the Purchaser within two Business Days of such termination, on the same terms and conditions of the most favourable terms to the SAFE holder from the existing SAFEs.

2.03 Earn-Out Amount

Subject to the conditions set out below, the Purchaser or an affiliate of the Purchaser, the Shareholders shall be entitled to additional payments in the maximum aggregate amount of **US\$25,000,000** (the “**Earn-Out Amount**”) calculated on an annual basis based on Gambit’s Net Revenue in respect of the 2022, 2023 and 2024 financial years (the “**Earn-Out Years**”). The Earn-Out Amount to be paid to the Shareholders in respect of each of the Earn-Out Years shall be equal to, for each such Earn-Out Year, 50% of the amount by which the annual Net Revenue in respect of such Earn-Out Year exceeds US\$2,500,000 (in respect of each Earn-Out Year, an “**Earn-Out Payment**”) and payable in common shares of the Purchaser. Within five days of the delivery of the Pre-Audit Earn-Out Statement in respect of an Earn-Out Year, the Purchaser shall pay to the Shareholders 80% of the Earn-Out Payment as determined based on the Pre-Audit Earn-Out Statement payable in common shares of the Purchaser based on the 90-day trailing volume weighted average price of the Common Shares on the TSXV prior to the last day of such Earn-Out Year (subject to a minimum equal to the Discounted Market Price (as such term is defined by the policies of the TSXV)) (the “**Pre-Audit Earn-Out Shares**”). Within five days of the final determination of the Earn-Out Period Revenue in respect of a Earn-Out Year as more particularly set out below in Section 2.04, the Purchaser shall pay to the Shareholders the balance of the Earn-Out Payment (being the Earn-Out Payment less the payment made based on the Pre-Audit Earn-Out Revenue, as more particularly described below), if any, payable in common shares of the Purchaser based on the 90-day trailing volume weighted average price of the Common Shares on the TSXV prior to the last day of such Earn-Out Year (subject to a minimum equal to the Discounted Market Price (as such term is defined by the policies of the TSXV)) (together with the Pre-Audit Earn-Out Shares, collectively, the “**Earn-Out Shares**”). The Earn-out Shares shall be payable to the Shareholders *pro rata* their ownership percentage as set out in **Exhibit “A”**.

For greater certainty, the Purchaser agrees that it will issue a public announcement disclosing the proposed payment of the Earn-Out Amount (including the proposed issuance of the Earn-Out Shares and the price per share thereof), and apply to the TSXV for approval of the issuance of the Earn-Out Shares within five (5) Business Days following the final determination of each applicable Earn-Out Payment. At the Purchaser’s sole option, up to 100% of the Earn-Out Amount in respect of each Earn-Out Year may be paid in cash. For greater certainty, the Earn-Out Amount in respect of all Earn-Out Years shall be capped at a maximum of **US\$25,000,000** (the “**Earn-Out Cap**”). Once the Earn-Out Cap has been reached, whether settled in Earn-Out Shares or cash as provided for in this Section 2.03, no additional consideration shall be payable to the Shareholders hereunder. The issuance of Earn-Out Shares shall be subject to compliance

with Applicable Laws including, but not limited to, the policies of the TSXV and approval of the TSXV at the time of issuance, if required.

The Shareholders acknowledge an agreement in respect of the Earn-Out Payments as follows:

- (a) the 2022 Earn-Out Payment, the 2023 Earn-Out Payment and the 2024 Earn-Out Payment will be deemed to not be payable to any/all of the Shareholders if at any time during 2022 either Key Employee resigns from their employment with the Purchaser, or either Key Employee's employment with the Purchaser is terminated for Cause by the Purchaser; and
- (b) the 2023 Earn-Out Payment and the 2024 Earn-Out Payment will be deemed to not be payable to any/all of the Shareholders if at any time during 2023 Richard resigns from his employment with the Purchaser, or if Richard's employment with the Purchaser is terminated for Cause by the Purchaser (provided, however, that if at such time the 2022 Earn-Out Payment has been earned but any portion thereof remains unpaid, such unpaid amount will continue to be payable by the Purchaser); and
- (c) the 2023 Earn-Out Payment and the 2024 Earn-Out Payment to Patrick will be deemed to not be payable to Patrick if at any time during 2023 Patrick resigns from his employment with the Purchaser, or if Patrick's employment with the Purchaser is terminated for Cause by the Purchaser (provided, however, that if at such time the 2022 Earn-Out Payment has been earned but any portion thereof remains unpaid, such unpaid amount will continue to be payable by the Purchaser); and
- (d) the 2024 Earn-Out Payment will be deemed to not be payable to any/all of the Shareholders, if at any time during the calendar year 2024 Richard resigns from his employment with the Purchaser, or if Richard's employment with the Purchaser is terminated for Cause by the Purchaser (provided, however, that if at such time the 2022 Earn-Out Payment or the 2023 Earn-Out Payment, as the case may be, has been earned but any portion thereof remains unpaid, such unpaid amount will continue to be payable by the Purchaser); and
- (e) the 2024 Earn-Out Payment to Patrick will be deemed to not be payable to Patrick if at any time during 2024 Patrick resigns from his employment with the Purchaser, or if Patrick's employment with the Purchaser is terminated for Cause by the Purchaser (provided, however, that if at such time the 2022 Earn-Out Payment or the 2023 Earn-Out Payment, as the case may be has been earned but any portion thereof remains unpaid, such unpaid amount will continue to be payable by the Purchaser).
- (f) In the event that the issuance of Earn-Out Shares to a Shareholder would result in such Shareholder becoming a "Control Person", as such term is defined by the policies of the TSXV, the Purchaser shall settle the number of Earn-Out Shares issuable to such Shareholder that trigger them becoming a "Control Person", in cash in full and final satisfaction of the Purchaser's obligation in respect of such Earn-Out Shares.
- (g) Notwithstanding anything else to the contrary contained herein, the obligation of the Purchaser to issue Earn-Out Shares shall be limited to an aggregate of 95,562,563 Earn-Out Shares and any Earn-Out Shares issuable above such limit shall be settled by the Purchaser in cash in full and final satisfaction of the Purchaser's obligation in respect of such Earn-Out Shares.

2.04 Earn-Out Statements

- (a) No later than **30** days following the end of each Earn-Out Year, the Purchaser shall prepare and deliver, or cause to be prepared and delivered, to Richard a statement (each, a "**Pre-Audit Earn-Out Statement**") setting forth the Net Revenue for and in respect of the applicable Earn-Out Year (the amount for each such Earn-Out Year being the "**Pre-Audit Earn-Out Period Revenue**").
- (b) No later than 10 days following the completion of the Purchaser's audit on its financial statements for an Earn-Out Year, the Purchaser shall prepare and deliver, or cause to be prepared and delivered, to Richard a statement (the "**Draft Earn-Out Statement**"), setting forth the Net Revenue for and in respect of the applicable Earn-Out Year including any adjustments to the Pre-Audit Earn-Out Statement and Pre-Audit Earn-Out Revenue (the amount for each such Earn-Out Year being the "**Earn-Out Period Revenue**").
- (c) Richard will have thirty (30) days to review the Draft Earn-Out Statement following its receipt thereof, and Richard must notify the Purchaser in writing if he has any objections to the Draft Earn-Out Statement within such thirty (30) day period. The notice of objection must contain a statement of the basis of each of Richard's objections in reasonable detail and each amount in dispute. The Purchaser will provide reasonable access at reasonable times during the Purchaser's regular business hours, upon every reasonable request, to Richard and his advisors, to all work papers, accounting books and records of the Purchaser and its affiliates reasonably required for or used in the preparation of the Draft Earn-Out Statement and the appropriate accounting personnel of the Purchaser to verify the accuracy, presentation and other matters relating to the preparation of the Draft Earn-Out Statement. If and to the extent there is any material delay by the Purchaser in providing copies of the Purchaser's work papers, accounting books and records used to prepare the Draft Earn-Out Statement or access to the Purchaser's appropriate accounting personnel as requested, the foregoing thirty (30) day review period shall be extended by the number of days of such delay.
- (d) If Richard sends a notice of objection of the Draft Earn-Out Statement in accordance with Section 2.04(b), Richard and the Purchaser will work expeditiously and in good faith in an attempt to resolve such objections within thirty (30) days following the Purchaser's receipt of the notice. Failing resolution of any objection to the Draft Earn-Out Statement raised by Richard, either Richard or the Purchaser may submit the dispute to employees having no conflict of interest of an independent firm of chartered accountants mutually agreed to by Richard and the Purchaser (and, failing such agreement between Richard and the Purchaser within a further period of five (5) Business Days, such independent firm of chartered accountants will be Manning Elliott, LLP, or if such firm is unable to act, such other independent international firm of chartered accountants determined jointly by the Purchaser and Richard, each acting promptly and reasonably). Such firm of chartered accountants will determine, based solely on the written submissions of Richard and the Purchaser and not by independent investigation, only the specific items under dispute by Richard or the Purchaser. In resolving any disputed item, the firm of chartered accountants to which any dispute is referred in accordance with this Section 2.04(d) will be bound by the provisions of this Section 2.04(d) and may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The determination of such firm of chartered accountants will be final and binding upon Richard and the Purchaser and will not be subject to appeal,

absent manifest error. Such firm of chartered accountants are deemed to be acting as experts and not as arbitrators.

- (e) Unless Richard sends a notice of objection within the review period provided to Richard as set forth in Section 2.04(b), Richard will be deemed to have accepted and approved the Draft Earn-Out Statement, and the Draft Earn-Out Statement will be final, conclusive and binding upon Richard and the Purchaser, and will not be subject to appeal, and thereupon the Draft Earn-Out Statement will become the "Final Earn-Out Statement" in respect of such Earn-Out Year, and the Earn-Out Amount set forth therein will be deemed to be final and binding on Richard and the Purchaser at the end of such review period afforded Richard pursuant to Section 2.04(b).
- (f) If Richard sends a notice of objection in accordance with Section 2.04(b), Richard and the Purchaser will revise the Draft Earn-Out Statement to reflect the final resolution or final determination of such objections under Section 2.04(d) within two (2) Business Days following such final resolution or determination. Such revised Draft Earn-Out Statement will be final, conclusive and binding upon Richard and the Purchaser, and will not be subject to appeal. The Draft Earn-Out Statement as may be revised under this Section 2.04(f) will become the "Final Earn-Out Statement", and the Earn-Out Amount set forth therein will be deemed to be final and binding on Richard and the Purchaser at the end of such two (2) Business Day period.
- (g) Richard and the Purchaser will each bear their own fees and expenses, including the fees and expenses of their respective auditors, in preparing or reviewing, as the case may be, the Draft Earn-Out Statement. In the case of a dispute and the retention of a firm of chartered accountants to determine such dispute, the fees, costs and expenses of such firm will be borne equally by Richard, on one hand, and the Purchaser, on the other hand, unless any adjustment to the Earn-Out Amount, as finally determined by such firm, differs from the adjustment initially proposed by the Purchaser by more than five percent, in which case the fees, costs and expenses of such firm will be borne by Richard, on one hand, and by the Purchaser, on the other hand, based upon the percentage that the amount actually contested but not determined in favor of Richard or the Purchaser, respectively, bears to the aggregate amount actually contested by Richard and the Purchaser.
- (h) Richard and the Purchaser agree that the procedure set forth in this Section 2.04 for resolving disputes with respect to the Draft Earn-Out Statements and the Earn-Out Amounts is the sole and exclusive method of resolving such disputes; provided, however, that this Section 2.04 will not prohibit any party to this Agreement from instigating litigation to compel specific performance of this Section 2.04 or to enforce the determination of the independent firm of chartered accountants.
- (i) If Earn-Out Period Revenue for an Earn-Out Year, as finally determined pursuant to this Section 2.04, exceeds US\$2,500,000, the Purchaser will pay the applicable Earn-Out Payment to the Shareholders in accordance with, and subject to, Section 2.03. If the Purchaser does not timely remit an Earn-Out Payment when due and payable, interest shall accrue on the amount due and not paid at the rate of 8% per annum from the date such payment is due until paid in full, which interest shall be paid in Common Shares and issued at a deemed price equal to the 10-day trailing volume weighted average price of the Common Shares on the TSXV prior to the due date of the applicable Earn-Out Payment.

2.05 Operation of Gambit Business during Earn-Out Years

The Purchaser covenants and agree that, during the Earn-Out Years: (a) it shall not intentionally and knowingly take, or intentionally and knowingly not take, any action or series of actions for which the primary goal (at the time the relevant action is taken or not taken) is reducing, in bad faith, the potential payment of an Earn-Out Amount or the determination of Net Revenue; (b) it shall use commercially reasonable efforts to eliminate the impact of any business or assets acquired by the Purchaser or any of its affiliates following the Closing Date (an "**Acquired Business**") on the determination of the Earn-Out Amounts by either (i) accounting for any Acquired Business separately from Gambit such that the calculation of Net Revenue will in no way be affected by such Acquired Business and will continue to be reasonably determinable pursuant to the terms of this Agreement, or (ii) equitably adjusting the thresholds and calculation of the Earn-Out Amounts to account for the consolidation of the Acquired Business into the Purchaser or Gambit; and (c) if, following the Closing but prior to the completion of the final Earn-Out Year, there occurs a sale of a majority of the issued and outstanding shares of the Purchaser or Gambit, or a sale of all or substantially all of the assets of the Purchaser or Gambit (each, a "**Change of Control**") (i) the Purchaser will ensure as a condition to the completion of any Change of Control that the acquirer covenants to assume the obligations of the Purchaser under this Agreement in relation to the calculation and payment of the Earn-Out Amounts, and (ii) if the Change of Control results in a material degradation of the consideration to be received by the Shareholders pursuant to the Earn-Out, thereupon the Shareholders shall have a one time option, in their sole discretion, electing as a group, to elect to receive payment of all or any portion of any Earn-Out Amount (including any amount earned but not then paid) in cash or Earn-Out Shares.

2.06 Tax Election

The Purchaser agrees that, at the request and expense of any Shareholder who is resident in Canada for the purposes of the Tax Act, the Purchaser shall jointly elect with the Shareholder for the provisions of subsections 85(1) or (2) of the Tax Act and any equivalent provision under provincial legislation (each a "**Tax Election Provision**") to apply to the Purchased Shares acquired by the Purchaser from the Shareholder. In order to make any such election, the Shareholder shall prepare any prescribed election form (each a "**Tax Election Form**") and deliver any such Tax Election Form to the Purchaser within 90 days of the Closing Date. Upon receipt, the Purchaser shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Shareholder by mail using the address that the Shareholder provided to the Purchaser in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Shareholder making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. The Purchaser shall not be liable for any damages arising to a Shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or under provincial legislation or any other amount whatsoever which may be or become payable by Shareholders including, without limiting the generality of the foregoing, any Tax resulting from or arising as a consequence of the sale by the Shareholders to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

2.07 Restrictions on Resale

Each of the Shareholders and each of the SAFE Holders acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Consideration Shares in exchange therefor (including the issuance of the Earn-out Shares following the Closing

Date, if any), will be made pursuant to the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemption* (the “**Exemption**”);

- (b) as a consequence of acquiring the Consideration Shares pursuant to the Exemption:
 - (i) the Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemption were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares or the Earn-Out Shares;
 - (iv) there is no government or other insurance covering the Consideration Shares or the Earn-Out Shares; and
 - (v) an investment in the Consideration Shares or the Earn-Out Shares is speculative and of high risk; and
- (c) the Shareholder and the SAFE Holder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Consideration Shares and the Earn-Out Shares and which may impose restrictions on the resale of such Consideration Shares and such Earn-Out Shares in that jurisdiction and it is the responsibility of the Shareholder to find out what those resale restrictions are, and to comply with them before selling the Consideration Shares or the Earn-Out Shares, as the case may be.

ARTICLE III CONDITIONS OF CLOSING

3.01 **Mutual Conditions of Closing**

The obligations to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or Gambit or that could reasonably be expected to impose any condition or restriction upon the Purchaser or Gambit which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (b) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser or Gambit, acting reasonably, materially adversely affects or is reasonable likely to materially adversely affect the Transaction;

- (c) receipt of all required regulatory, corporate and third party approvals, including TSXV approval, if applicable, and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction;
- (d) neither the Purchaser nor Gambit shall be subject to material unresolved litigation or court proceedings;
- (e) the Purchaser shall not have received written notice from the TSXV that the Transaction is being classified as a “Fundamental Acquisition” or “Reviewable Transaction” for the Purchaser, pursuant to Policy 5.3 – *Acquisitions and Disposition of Non-Cash Assets* of the TSXV
- (f) there being no prohibition at law against the completion of the Transaction; and
- (g) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of all parties and may be waived by Gambit (on its own behalf and on behalf of the Shareholders) and the Purchaser, in whole or in part, without prejudice to any party’s right to rely on any other condition in favour of any party.

3.02 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) Gambit and the Shareholders shall have tendered all closing deliveries set forth in Sections 4.03 and 4.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to the Purchaser acceptable to the Purchaser, acting reasonably;
- (b) neither Gambit nor any of the Shareholders shall have violated Section 9.01;
- (c) on or before the Time of Closing, Gambit shall have entered into settlement agreements with each of the SAFE Holders extinguishing the SAFEs held by each such SAFE Holder in form and substance satisfactory to the Purchaser, acting reasonably;
- (d) executed and delivered Lock-Up Agreements from each Shareholder, other than Richard, Patrick and Peter;
- (e) executed and delivered Lock-Up and Standstill Agreements from each of Richard, Patrick and Peter;
- (f) the representations and warranties of Gambit set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a director of Gambit to this effect shall have been delivered to the Purchaser;

- (g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Gambit at or before the Time of Closing will have been complied with or performed and a certificate of a director of Gambit to this effect shall have been delivered to the Purchaser;
- (h) the representations and warranties of the Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by each Shareholder of the documents described in Section 4.04 required to be delivered by the Shareholders shall constitute a reaffirmation and confirmation by the Shareholders of such representations and warranties;
- (i) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholders at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 4.04 shall constitute confirmation of such compliance and performance;
- (j) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities (including the TSXV) or other persons, including if applicable, any party to a Material Contract necessary to permit the completion of the Transaction shall have been obtained;
- (k) there being no inquiry or investigation (whether formal or informal) in relation to Gambit or its respective directors or officers commenced or threatened by any securities commission or official of the TSXV or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on Gambit, its business, assets or financial condition; and
- (l) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Gambit.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

3.03 Conditions of Closing in Favour of Gambit and the Shareholders

The obligations of Gambit and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser shall have tendered all closing deliveries set forth in Section 4.02, including delivery of the Consideration Shares;
- (b) all consents, waivers, permits, orders and approvals of all Governmental Authorities (including the TSXV) necessary to permit the completion of the Transaction shall have been obtained;
- (c) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect

qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders;

- (d) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders and Gambit;
- (e) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (f) the Consideration Shares will have been approved for issuance by the directors of the Purchaser and the Consideration Shares will be issued as fully paid and non-assessable shares in the capital of the Purchaser, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature; and
- (g) there being no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission or official of the TSXV or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on the Purchaser, its business, assets or financial condition.

The foregoing conditions precedent are for the benefit of Gambit and the Shareholders and may be waived by Gambit (on its own behalf and on behalf of the Shareholders) and the Shareholders, in whole or in part, without prejudice to Gambit's and the Shareholders' right to rely on any other condition in favour of Gambit and the Shareholders.

3.04 Notice and Cure Provisions

Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.01, 3.02 or 3.03, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

**ARTICLE IV
CLOSING AND POST CLOSING ARRANGEMENTS**

4.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the offices of Garfinkle Biderman LLP, Suite 801, 1 Adelaide Street East, Toronto, Ontario, M5C 2V9.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) share certificates (or DRS) evidencing the Consideration Shares;
- (b) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and by-laws of the Purchaser (and all amendments thereto as in effect as on such date); and (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Consideration Shares;
- (c) the officer's certificates referred to in Sections 3.03(c) and 3.03(d);
- (d) a certificate of good standing for the Purchaser; and
- (e) a certificate from the transfer agent of the Purchaser certifying the number of issued and outstanding shares of the Purchaser immediately prior to the Closing.

4.03 Closing Deliveries of Gambit

At the Time of Closing, Gambit will deliver or cause to be delivered:

- (a) a certificate of a director of Gambit, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles, by-laws and unanimous shareholders' agreement of Gambit (and all amendments thereto as in effect as on such date); and (ii) all resolutions of the board of directors of Gambit approving the entering into of this Agreement and the completion of the Transaction;
- (b) the director's certificates referred to in Sections 3.02(f) and 3.02(g);
- (c) resignation and releases of the directors of Gambit in a form satisfactory to the Purchaser;
- (d) each of the Shareholders (other than Richard, Patrick and Peter) having executed and delivered a Lock-Up Agreement and such Lock-Up Agreements shall remain in full force and effect as of the Closing Date;
- (e) Each of Richard, Patrick and Peter having executed and delivered a Lock-Up and Standstill Agreement and such Lock-Up and Standstill Agreements shall remain in full force and effect as of the Closing Date; and
- (f) a certificate of status of Gambit.

4.04 Closing Deliveries of the Shareholders

At the Time of Closing, each Shareholder will cause to be delivered:

- (a) with respect to each Shareholder, share certificates evidencing the Purchased Shares owned by such Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to the Purchaser; and
- (b) with respect to U.S. Shareholders, the U.S. Representation Letter attached hereto as **Schedule “B”**.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Shareholders and Gambit as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the Transaction:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) the Purchaser is a **“reporting issuer”** in the Provinces of British Columbia, Alberta and Ontario and is not in material default of the Securities Laws;
- (c) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (e) the Common Shares are listed for trading on the TSXV and the Purchaser is not in material default of any of the listing requirements of the TSXV;
- (f) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject,

or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;

- (g) when issued in accordance with the terms hereof, the Consideration Shares will be validly issued as fully paid and non-assessable Common Shares;
- (h) other than in connection with any agreements or arrangements publicly disclosed by the Purchaser, there are no other Common Shares, preferred shares or securities convertible, exercisable or exchangeable into Common Shares or preferred shares issued or outstanding;
- (i) all disclosure documents of the Purchaser filed under the Securities Laws of the Provinces of British Columbia and Alberta since the date of its incorporation including, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (j) except for the holders of the securities set out Section 5.01(g), no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (k) the audited financial statements of the Purchaser for the year ended **December 31, 2020**, and the unaudited interim financial statements for the nine-month period ended **September 30, 2021** (collectively, the “**Purchaser Financial Statements**”), copies of which have been filed publicly with the British Columbia and Alberta Securities Commissions and are available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Purchaser for the periods then ended and the Purchaser Financial Statements have been prepared in accordance with GAAP applied on a consistent basis;
- (l) to the knowledge of the Purchaser, no information has come to the attention of the Purchaser since the last date of the most recently issued Purchaser Financial Statements that would or would reasonably be expected to require any restatement or revisions of any such financial statements;
- (m) the Purchaser’s auditors who audited the Purchaser Financial Statements (as applicable) are independent public accountants;
- (n) except as disclosed in the Purchaser Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;
- (o) except as disclosed in the Purchaser Financial Statements, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;

- (p) since December 31, 2020, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser that have not been disclosed by the Purchaser in accordance with Applicable Laws;
- (q) the Purchaser has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (r) there is no person, firm or company acting or purporting to act at the request of the Purchaser who is or will be entitled to any brokerage or finder's fee in connection with the transactions contemplated herein;
- (s) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (t) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Consideration Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (u) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;
- (v) no bankruptcy, insolvency or receivership proceedings have been instituted by the Purchaser or, to the knowledge of the Purchaser, are pending against the Purchaser;
- (w) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (x) no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property;
- (y) the Purchaser has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such

all permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;

- (z) the Purchaser has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by the Purchaser in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to the Purchaser are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. The Purchaser has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;
- (aa) there are no audits, reassessments or other proceedings in progress or, to the knowledge of the Purchaser, threatened against the Purchaser, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and the Purchaser is not aware of any contingent liability of the Purchaser for any Tax or any grounds that could prompt an assessment or reassessment for any Tax, and the Purchaser has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;
- (bb) the Purchaser has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by the Purchaser;
- (cc) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (dd) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and the shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and the shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be;
- (ee) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with GAAP, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein; and
- (ff) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to

state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.02 Representations and Warranties of the Shareholders

Each of the Shareholders, on its own behalf and not on behalf of any other Shareholders, hereby severally (and, for greater certainty, not jointly with any other Shareholders) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the Transaction:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholders pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholders and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholders, enforceable against the Shareholders in accordance with its terms;
- (b) if any Shareholder is not an individual, such Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become a party to, pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not (i) if the Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, or (ii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (d) each Shareholder is the registered and beneficial owner of that number of Gambit Shares set forth opposite such Shareholder's name in **Schedule "A"** (such common shares comprising part of the Purchased Shares), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) other than as Disclosed, except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Shareholders and none of such Gambit Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such Gambit Shares;
- (f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholders in connection with the execution and delivery of this Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;

- (g) except for the Non-Resident Shareholders, the Shareholder is not a “non-resident” of Canada within the meaning of the Tax Act;
- (h) unless the Shareholder is a U.S. Shareholder and has completed and delivered a U.S. Representation Letter for U.S. Shareholders in the form attached hereto as **Schedule “B”** (in which case the Shareholder makes the representations, warranties and covenants therein):
 - (i) the offer to purchase the Shareholder’s Purchased Shares was not made to the Shareholder when either the Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;
 - (ii) the Shareholder is not a U.S. Person, is not in the United States and is not acquiring the applicable Consideration Shares on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;
 - (iii) at the time this Agreement was executed and delivered by the Shareholder, the Shareholder was outside the United States;
 - (iv) if the Shareholder is a corporation or entity (A) a majority of the Shareholder’s voting equity is beneficially owned by persons resident outside the United States; and (B) the Shareholder’s affairs are wholly controlled and directed from outside of the United States;
 - (v) the Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute, either directly or indirectly, any of the Consideration Shares or the Earn-Out Shares, if issued following the Closing Date, in the United States, except in compliance with the U.S. Securities Act; and
 - (vi) the current structure of the Transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Shareholder to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws;
- (i) Non-Resident Shareholders represent, warrant and/or acknowledge, as applicable, that:
 - (i) the Consideration Shares, and any Earn-Out Shares, issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Consideration Shares and any Earn-Out Shares issued following the Closing Date pursuant to the terms of this Agreement is being made in reliance on applicable exemptions; and
 - (ii) the receipt of the Consideration Shares and the Earn-Out Shares, if any, by Non-Resident Shareholders does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (A) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (B) any registration or other obligation on the part of the Purchaser;
- (j) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Gambit or the Purchaser; and

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

5.03 **Representations and Warranties Regarding Gambit**

Richard represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the Transaction:

- (a) Gambit is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) Gambit has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Gambit and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Gambit, enforceable against Gambit in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not (i) result in a breach or violation of the articles, by-laws or unanimous shareholders' agreement (if any) of Gambit or of any resolutions of the directors or shareholders of Gambit, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Gambit Material Contract), license or permit to which Gambit is a party or by which Gambit is bound or to which any material assets or property of Gambit is subject, or (iii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to Gambit, other than breaches, violations, defaults or conflicts that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Gambit;
- (e) the authorized capital of Gambit consists of an unlimited number of common shares, of which, as of the date of this Agreement (i) 18,610 common shares are issued and outstanding as fully paid and non-assessable shares; and (ii) no common share purchase warrants or stock options of Gambit are outstanding;
- (f) **Schedule "A"** attached hereto contains all of the SAFEs of Gambit and no other SAFEs have been issued by Gambit;
- (g) except in respect of the SAFEs, Gambit does not have any outstanding bonds, debentures, notes, mortgages or other indebtedness and Gambit has not agreed to create or issue any bonds, debentures, notes, mortgages or other indebtedness which will mature more than one (1) year after the date of their creation or issuance;

- (h) other than liabilities incurred in the ordinary course of business and liabilities previously disclosed to the Purchaser, Gambit has no outstanding liabilities (whether absolute, contingent, accrued or otherwise), and is not a party to or bound by any agreement of guarantee, support, indemnification or assumption, comfort letter, or other agreement or commitment of a similar nature with respect to the obligations, liabilities (whether absolute, contingent, accrued or otherwise) or material indebtedness of any Person;
- (i) other than in respect of Gambit Rewards Inc., a wholly-owned subsidiary of Gambit incorporated under the laws of the State of Delaware, Gambit does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Gambit does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (j) Gambit has no liability or obligation to pay any fees or commissions to any financial advisor, broker, finder or agent with respect to the transactions contemplated by this Agreement nor has it granted any right of first refusal or commitment to engage any such Person in connection with any future transaction, other than under the engagement letter entered into with Cormark Securities, Inc. dated September 21, 2021, as provided to the Purchaser;
- (k) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Gambit;
- (l) To the knowledge of Richard, Gambit has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (m) each of the Material Contracts of Gambit (the “**Gambit Material Contracts**”) is in full force and effect, unamended, and Gambit has not violated or breached, in any material respect, any of the terms or conditions of any Gambit Material Contract and, to the knowledge of Gambit, all the covenants to be performed by any other party thereto have been fully and properly performed in accordance with the respective terms thereof (or as otherwise agreed by the parties thereto);
- (n) Gambit is not a party to any agreement which is a (i) deed of trust, mortgage, security agreement, pledge agreement or any other agreement whereby any of the assets Gambit is subject to an encumbrance; (ii) contract which restricts Gambit from doing business in any geographic area; (iii) licence, permission, authorization, consent or contract relating to any IP’ (iv) contract to make any gift of any of its property, other than donations made in the ordinary course of business, consistent with past practice; (v) contract involving the settlement, release, compromise or waiver of any rights, claims, obligations, duties or liabilities of, or affecting, Gambit; (vi) contract pursuant to which Gambit agrees not to compete with any Person; or (vii) contract which was not made in the ordinary course of business consistent with past practice;
- (o) the operations of Gambit have been conducted in material compliance with financial record-keeping and reporting requirements of Applicable Laws relating to money

laundering, including the *Proceeds of Crime (Money Laundering) and Terrorism Financing Act* (Canada) or any similar legislation applicable to the operations of Gambit;

- (p) there are no waivers, consents, notices or approvals required to be given or obtained by Gambit in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which Gambit is a party;
- (q) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Gambit is required to be obtained by Gambit in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Gambit from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Gambit;
- (r) there is no suit, action or proceeding or, to the knowledge of Gambit, pending or threatened against Gambit that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Gambit, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Gambit causing, or which could reasonably be expected to cause, a Material Adverse Effect on Gambit;
- (s) no bankruptcy, insolvency or receivership proceedings have been instituted by Gambit or, to the knowledge of Gambit, are pending against Gambit;
- (t) Gambit has good and marketable title to its properties and assets (other than property or an asset as to which Gambit is a lessee, in which case it has a valid leasehold interest);
- (u) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Gambit of any of its assets or property;
- (v) other than the office lease in respect of #506 - 1405 Adams Street, Hoboken, New Jersey 07030, Gambit does not currently have any leased real property, has never had any other leased real property and has not entered into any agreements in respect of leased real property;
- (w) To the knowledge of Richard, Gambit has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Gambit, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with by Gambit in all material respects;
- (x) Gambit has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by Gambit in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to Gambit are true, complete and correct, report all income and all other amounts and information required to be reported

thereon and disclose any Tax required to be paid for the periods covered thereby. Gambit has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;

- (y) there are no audits, reassessments or other proceedings in progress or, to the knowledge of Gambit, threatened against Gambit, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and Gambit is not aware of any contingent liability of Gambit for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and Gambit has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;
- (z) Gambit has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by Gambit;
- (aa) Gambit has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Gambit of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Gambit;
- (bb) other than Richard and Patrick, Gambit has no other employees and other than the employment agreement with Patrick dated July 21, 2020, Gambit is not a party to any employment, management or consulting agreement of any kind whatsoever;
- (cc) no current or former employee, officer or director of Gambit is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (dd) Gambit is in compliance with all laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages, other than non-compliance that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Gambit; there is not currently any labour disruption or conflict involving Gambit. Gambit is not a party to a collective bargaining agreement.
- (ee) To the knowledge of Richard, Gambit holds the required licenses and permits from all applicable authorities necessary to engage in the business of Gambit as currently conducted and Gambit is in compliance and has been in compliance in all material respects with all Applicable Laws relating to the business of Gambit. There are no circumstances, conditions, events or proceedings, actual or pending, that impair or threaten Gambit's ability to compliance with any of the foregoing representations and warranties;
- (ff) the information in respect of Gambit contained in this Agreement and documents, records and information which Gambit or Richard has furnished to the Purchaser in connection with the transactions contemplated in this Agreement are true and complete in all material respects, and in so furnishing such information, Gambit and Richard have not withheld any material fact relating to Gambit. This Agreement does not contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein, in light of the circumstances under which they were made, not misleading;

- (gg) the Corporate Records of Gambit are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the constating documents of Gambit, and without limiting the generality of the foregoing: (i) the minute books of Gambit contain complete and accurate minutes of all meetings of the directors and shareholders of Gambit; (ii) such minute books contain all written resolutions passed by the directors and shareholders of Gambit; (iii) the securities register of Gambit are complete and accurate, and all transfers of shares of Gambit have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Gambit were duly elected or appointed, as the case may be;
- (hh) all Books and Records of Gambit have been fully, properly and accurately kept and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (ii) other than: (x) U.S patent application number 16/580,414 filed with the US Patent & Trademark Office on September 24, 2019; and (y) a license to deploy games pursuant to the terms and conditions under the Game Development and Licence Agreement entered into between Gambit and ReelPlay Pty Ltd. on April 30, 2020, Gambit has no other material IP and there are no other Contracts that are material to the business and operations of Gambit as presently conducted under which Gambit licenses any IP from a third party;
- (jj) Gambit is not a ‘reporting issuer’ or equivalent in any jurisdiction nor are any shares of Gambit listed or quoted on any stock exchange or electronic quotation system; and
- (kk) to the knowledge of Gambit, no representation or warranty of Gambit contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 36 months from the date of the Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 36-month period.

ARTICLE VI COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including, without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement,

the Purchaser and Gambit shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;

- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; neither the Purchaser nor Gambit will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement; and
- (e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction and the performance by each party of its obligations under this Agreement.

6.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Shareholders and Gambit that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

- (a) in a timely and expeditious manner:
 - (i) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (ii) subsequent to review by Gambit and/or its counsel, file and/or deliver any document or documents required pursuant to Applicable Laws and/or the rules and policies of the TSXV in connection with the Transaction as contemplated herein after the Closing;
- (b) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid”, exempt or otherwise, within the

meaning of the *Securities Act* (British Columbia), for the securities or assets of the Purchaser, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event the Purchaser, including any of its officers or directors, receives any form of offer or inquiry, the Purchaser shall forthwith (in any event within one Business Day following receipt) notify Gambit of such offer or inquiry and provide Gambit with such details as it may request;

- (c) make available and afford Gambit and its authorized representatives and, if requested by Gambit, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Purchaser. The Purchaser will afford Gambit and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Purchaser's property, assets, undertaking, records and documents. At the request of Gambit, the Purchaser will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser's business and any of its property or to enable Gambit or its authorized representatives to obtain full access to all files and records relating to any of the assets of the Purchaser maintained by governmental or other public authorities. The obligations in this Section 6.02(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained; provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Gambit under this Section 6.02(c) will not mitigate or otherwise affect the representations and warranties of the Purchaser hereunder;
- (d) to the extent necessary, make application to the TSXV and use commercially reasonable efforts to pursue the approval of the Transaction (including the obligation of the Purchaser to issue the Consideration Shares and the Earn-Out Shares, if any);
- (e) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to Gambit (on behalf of itself and the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (f) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;

- (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or Gambit before any Governmental Authority to the extent permitted by such authorities; and
- (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (g) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (h) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons;
- (i) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;
- (j) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
- (k) take all necessary corporate action and proceedings to approve and authorize the issuance of the Consideration Shares and the Earn-Out Shares, if any, to the Shareholders; and
- (l) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Consideration Shares and the Earn-Out Shares, if any, to the Shareholders, in each case, on a basis exempt from the prospectus and registration requirements of the applicable Securities Laws of the provinces of Canada in which the Shareholders and Gambit are resident.

6.03 Covenants of Gambit

Gambit covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, and subject to Section 9.01, it will:

- (a) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be

expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid”, exempt or otherwise, within the meaning of the *Securities Act* (British Columbia), for securities or assets of Gambit, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Gambit, including any of its officers or directors, receives any form of offer or inquiry, Gambit shall forthwith (in any event within one Business Day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request;

- (b) make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Gambit. Gambit will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to Gambit’s property, assets, undertaking, records and documents. At the request of the Purchaser, Gambit will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of Gambit’s business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Gambit maintained by governmental or other public authorities. The obligations in this Section 6.03(b) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained; provided that in such circumstance Gambit will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of the Purchaser under this Section 6.03(b) will not mitigate or otherwise affect the representations and warranties of Gambit hereunder;
- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Gambit will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by Gambit in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;

- (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Gambit or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (e) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (f) other than as contemplated under this Agreement, conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and Gambit will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business; provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;
- (g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or notice of articles as the same exist at the date of this Agreement;
- (h) other than as contemplated under this Agreement or as otherwise approved in writing by the Purchaser, not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares;
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares; or
 - (iv) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of Gambit (including those that are convertible or exchangeable into securities of Gambit), other than as contemplated under this Agreement; and

- (i) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 Covenants of the Shareholders

Each of the Shareholders, on its own behalf, covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, and subject to Section 9.01, it will:

- (a) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and
 - (ii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (b) subject to Applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (c) if the Shareholder is a corporation or entity, take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser; and
- (d) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

6.05 Non-Competition Obligations of Richard and Patrick; Non-Solicitation Obligations of the Shareholders

- (a) Richard and Patrick each hereby covenants and agrees in favour of the Purchaser, for a three-year period following the Closing Date (the “**Restricted Period**”), to refrain from, directly or indirectly, in any manner (whether on his, her or its own account, or as an owner, operator, manager, consultant, officer, director, employee, investor, agent or otherwise) being employed by, performing services for, consulting with, engaging in, owning or having an interest in, managing, operating, advising, rendering services to, lending money to, guaranteeing the debts or obligations of, participating with, or assisting in any way, any person in, or allowing his or her name to be used by any person that is competing with the business of Gambit and/or the business of the Purchaser (including its affiliates) anywhere within the jurisdictions in which each of Gambit and the Purchaser conduct such business.
- (b) As a separate and independent covenant and agreement, throughout the Restricted Period, each Shareholder hereby agrees and undertakes in favour of the Purchaser that it shall not, directly or indirectly, solicit, entice or induce, or attempt to solicit, entice or induce any

client (including the clients and potential clients of Gambit) to divert their business from the Purchaser or cease doing business with the Purchaser, or in any way interfere with the business relationship between any client (including the clients and potential clients of Gambit) and the Purchaser.

- (c) As a separate and independent covenant and agreement, throughout the Restricted Period, each Shareholder hereby agrees and undertakes in favour of the Purchaser that it shall not, directly or indirectly, in any manner (whether on his, her or its own account, or as an owner, operator, manager, consultant, officer, director, employee, investor, agent or otherwise) (i) solicit, recruit, offer employment to, induce or attempt to solicit, recruit, offer employment to or induce or in any way entice any employee, agent or consultant of the Purchaser to leave his, her or its employment with, or otherwise amend or terminate or in any way interfere with the relationship between the Purchaser (including its affiliates) and such employee, agent or consultant, or (ii) hire, engage or enter into any business relationship with any person employed or engaged as an employee, agent or consultant by the Purchaser (including its affiliates), or who was employed or engaged as an employee, agent or consultant by the Purchaser (including its affiliates) at any time during the one-year period immediately prior to the date on which the hiring, engaging or other business relationship would take place.
- (d) Each Shareholder acknowledges that a breach or threatened breach of this Section 6.05 would give rise to irreparable harm to the Purchaser and its affiliates, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such Shareholder of any such obligations, the Purchaser shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post security).

ARTICLE VII TERMINATION

7.01 Termination

This Agreement may be terminated in writing at any time prior to the Closing:

- (a) by mutual written consent of the Purchaser and Gambit;
- (b) by either Gambit or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.01(b) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (c) by the Purchaser, if there has been a material breach by Gambit or the Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Sections 3.01 or 3.02 which Gambit or the Shareholders, as applicable, fails to cure within 10 Business Days after written notice thereof is given by the Purchaser;

- (d) by Gambit if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Sections 3.01 or 3.03 which the Purchaser fails to cure within 10 Business Days after written notice thereof is given by Gambit;
- (e) by the Purchaser, if Gambit completes an Alternative Transaction or enters into a definitive and binding agreement to effect an Alternative Transaction; and
- (f) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 10.02 and 10.07.

ARTICLE VIII INDEMNIFICATION

8.01 Indemnification by the Purchaser

Subject to Section 5.04, the Purchaser shall indemnify and save each Shareholder harmless from and against:

- (a) any loss, damages or deficiencies suffered by such Shareholder as a result of any breach of any representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.02 Indemnification by the Shareholders

Subject to Section 5.04, each of the Shareholders, on its own behalf, and not on behalf of any other Shareholder, severally (and for greater certainty, not jointly with any other Shareholder) shall indemnify and save the Purchaser harmless from and against:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by such Shareholder of any representation, warranty or covenant on the part of such Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.03 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 8.01 and 8.02 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

8.04 Procedure for Indemnification

- (a) Direct Claims. With respect to any Direct Claim, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party’s commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

8.05 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Sections 8.01 and 8.02, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.04;

- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$5,000. Once the aggregate of all Claims exceeds \$5,000, the Indemnifying Party will only be liable for any amounts in excess thereof;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of a Shareholder under this Agreement shall be limited to 100% of the value of the Consideration Shares and the Earn Out Shares received by such Shareholder, it being understood that for such purpose the value assigned to each Consideration Share will be the 10-Day Closing VWAP and the value assigned to each Earn Out Share will be the 90-day trailing volume weighted average price of the Common Shares on the TSXV prior to the last day of the applicable Earn-Out Year (subject to a minimum equal to the Discounted Market Price);
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of the Purchaser to any and all Indemnified Parties under this Article VIII shall be limited to the value of the Consideration Shares and the Earn-Out Shares, if any, issued under this Agreement to any such Indemnified Party;
- (e) a Shareholder who is an Indemnifying Party may, at its option, elect to satisfy any Claim for which it is determined to be liable by either (i) payment of the amount of such Claim in cash, (ii) by transferring to the Purchaser for cancellation such number of Consideration Shares and/or Earn-Out Shares owned by such Shareholder as is equal to the value of such Claim, it being understood that for such purpose the value assigned to each Consideration Share will be the 10-Day Closing VWAP and the value assigned to each Earn Out Share will be the 90-day trailing volume weighted average price of the Common Shares on the TSXV prior to the last day of the applicable Earn-Out Year (subject to a minimum equal to the Discounted Market Price, or (iii) by waiving such Shareholder's right to Earn-Out Shares issuance to such Shareholder following the date of a Claim in respect of which indemnity is sought, if any. For greater certainty, if such Shareholder elects to satisfy such Claim by transferring Consideration Shares and/or Earn-Out Shares to the Purchaser for cancellation, the Purchaser shall have no recourse whatsoever to any other property, assets, rights or interests of such Shareholder for the purpose of satisfying such Claim;
- (f) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (g) except in the circumstance contemplated by Section 8.04, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);

- (h) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (i) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available);
- (j) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement;
- (k) each Indemnified Party agrees to take reasonable steps to mitigate any damages or losses that such Indemnified Party asserts hereunder;
- (l) for the purposes of determining the amount of a Claim made pursuant to this Agreement, the amount of such Claim shall be reduced by the amount of any insurance proceeds or other recoveries from third parties (net of any deductible or other reasonable costs or expenses of recovery) actually received by the applicable Indemnified Party in respect of such Claim. Each Indemnified Party shall, in good faith, use its commercially reasonable efforts to collect amounts available under insurance coverages, relating to any Claim for which it is seeking indemnification; and
- (m) in no event shall any Indemnifying Party be liable to any Indemnified Party for any exemplary, punitive, incidental, consequential, special or indirect damages, including loss of future revenue, income or profit, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any Claim based on any type of multiple (including, without limitation, multiple of earnings or multiple of cash flow methodologies).

ARTICLE IX EXCLUSIVITY AND ACCESS

9.01 Obligations of Gambit and the Shareholders

Prior to the Termination Date, or the earlier termination of this Agreement, neither Gambit nor the Shareholders shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to an Alternative Transaction involving Gambit or the sale or disposition of any part of the outstanding Gambit Shares or assets of Gambit, or solicit enquiries or provide information with respect to same. Nothing contained in this Agreement will prohibit, prevent or restrict Gambit from furnishing or providing information in respect of or otherwise responding to or engaging in discussions or negotiations in respect of, an unsolicited Alternative Transaction not resulting from a breach of this Section 9.01, or the directors of Gambit, in the fulfilment of their fiduciary duties, from supporting or facilitating any such unsolicited Alternative Transaction, or Gambit or the Shareholders from completing any such Alternative Transaction, or entering into a definitive and binding agreement to effect such an Alternative Transaction, if the directors of Gambit determine in good faith, after consultation, to the extent considered appropriate by the directors, with its financial and legal advisors, that such unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to Gambit or the Shareholders than the Transaction; provided, however, that prior to taking such action, the directors of Gambit shall have concluded, after

considering Applicable Laws, and receiving advice of outside counsel, that such action would be a proper exercise of its fiduciary duties, or is otherwise required, under Applicable Laws, that it is appropriate that the directors take such action in order to properly discharge their fiduciary duties or that such action is otherwise required under Applicable Laws. In the event Gambit or the Shareholders receive any form of offer or inquiry, Gambit shall forthwith (in any event within one Business Day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request.

ARTICLE X GENERAL

10.01 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing addressed as follows:

- (a) if to the Purchaser:

Snipp Interactive Inc.
Suite 1700 – 666 Burrard Street
Vancouver, British Columbia V6C 2X8

Attention: Atul Sabharwal, Chief Executive Officer
E-mail: [REDACTED]

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

Garfinkle Biderman LLP
Dynamic Funds Tower, Suite 801
1 Adelaide Street East
Toronto, Ontario M5C 2V9

Attention: Shimmy Posen
E-mail: [REDACTED]

- (b) if to Gambit or the Shareholders:

Gambit Digital Promotions Inc.
[REDACTED]

Attention: Richard Pistilli, Chief Executive Officer
E-mail: [REDACTED]

or such other address as may be designated by notice given by either Gambit or the Purchaser to the other in accordance with this Section 10.01. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by e-mail shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to Gambit in accordance with this Section 10.01 prior to the Time of Closing shall be deemed to have been delivered to each of the Shareholders. The previous sentence of this Section 10.01 shall not apply to a notice given as contemplated in Section 3.04 of the occurrence, or failure to occur, of

any event or state of facts which would or would be likely to cause any of the representations or warranties of any Shareholder to be untrue or inaccurate or result in the failure by any Shareholder to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such Shareholder unless delivered to the address of such Shareholder as reflected in the books of Gambit (or after the Time of Closing, the books of the Purchaser). Any Shareholder may, from time to time, by notice given in accordance with this Section 10.01, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

10.02 Confidentiality

Prior to the Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto; provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 10.02. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to Applicable Laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

10.03 Assignment

Other than as provided herein, no party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

10.04 Binding Effect

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

10.05 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

10.06 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is to be treated in all respects as a British Columbia contract.

10.07 Expenses

Gambit shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein, which are comprised of its legal fees and disbursements relating to preparing this Agreement and related documents specifically relating to the transactions contemplated herein, it being acknowledged that documentation in respect of the Transaction shall, to as great an extent as reasonably possible, be prepared by the Purchaser's counsel with the assistance of Gambit as needed. The Purchaser shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein. If during the term of this Agreement, the Transaction does not successfully complete, then each party will be responsible for its own expenses incurred.

10.08 No Personal Liability

- (a) No director, officer, employee or agent of the Purchaser (in such capacity) shall have any personal liability whatsoever to Gambit or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of Gambit (in such capacity) shall have any personal liability whatsoever to the Purchaser, or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of Gambit or the Shareholders.

10.09 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

10.10 Public Announcements

Gambit and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by Gambit or any Shareholder without the prior consent of the Purchaser, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by Applicable Law.

10.11 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

10.12 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof, including the Letter of Intent. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

10.13 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

10.14 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

10.15 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

10.16 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

10.17 Independent Legal Advice

EACH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT. EACH SHAREHOLDER ACKNOWLEDGES AND AGREES THAT OWENS WRIGHT LLP ONLY ACTS FOR GAMBIT AND GARFINKLE BIDERMAN LLP ONLY ACTS FOR THE PURCHASER, AND NEITHER REPRESENTS NOR ACTS FOR ANY SHAREHOLDER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

SNIPP INTERACTIVE INC.

By: “Atul Sabharwal”
Name: Atul Sabharwal
Title: CEO

GAMBIT DIGITAL PROMOTIONS INC.

By: “Richard Pistilli”
Name: Richard Pistilli
Title: President & CEO

[Signature pages of the Shareholders follows.]

Gambit Shareholders

"Richard Pistilli"

Richard Pistilli

[Redacted Signature]

"Patrick Sanche"

Patrick Sanche

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

By:

Name: [Redacted]
Title: [Redacted]

[Redacted Signature]

By:

Name: [Redacted]
Title: [Redacted]

[REDACTED]

By:

[REDACTED]

Name:

Title:

[REDACTED]

[REDACTED]

By:

[REDACTED]

Name:

Title:

[REDACTED]

[REDACTED]

By:

[REDACTED]

Name:

Title:

[REDACTED]

[REDACTED]

By:

[REDACTED]

Name:

Title:

[REDACTED]

[REDACTED]

By:

[REDACTED]

Name:

Title:

[REDACTED]

[REDACTED]

By:

[REDACTED]

Name:

Title:

[REDACTED]

Safeholders of Gambit

Name and Address of Safeholder	SAFE Amount (US\$)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

* Non-Resident Shareholder

SCHEDULE “B”

U.S. Representation Letter for U.S. Shareholders

TO: SNIPP INTERACTIVE INC. (“Snipp”)]**RE: ACQUISITION OF SECURITIES OF SNIPP PURSUANT TO SHARE EXCHANGE AGREEMENT (the “Securities”)**

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Share Exchange Agreement to which this Schedule is attached. In the event of a conflict between the terms of this certification and such Share Exchange Agreement, the terms of this certification shall prevail.

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement to which this Schedule is attached, the undersigned (the “**U.S. Shareholder**”) covenants, represents and warrants to Snipp that:

- (a) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. Shareholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Share Exchange Agreement and owning the Securities.
- (b) Snipp has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning Snipp as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to Snipp’s public filings available on the Internet at www.sedar.com, and that any answers to questions and any request for information have been complied with to the U.S. Shareholder’s satisfaction.
- (c) It is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the U.S. Shareholder from selling or otherwise disposing of the Securities pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements.
- (d) The address of the U.S. Shareholder set out in the signature block below is the true and correct principal address of the U.S. Shareholder and can be relied on by Snipp for the purposes of state blue-sky laws and the U.S. Shareholder has not been formed for the specific purpose of purchasing the Securities.
- (e) It understands (i) the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act.

- (f) The U.S. Shareholder is
- (i) an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix A hereto (**please hand-write your initials on the appropriate lines on Appendix A**), which Appendix A forms an integral part hereof; or
 - (ii) is not an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act, has a pre-existing substantive relationship with Snipp, and has completed Appendix B hereto, which forms an integral part hereof.
- (g) The U.S. Shareholder has not purchased the Securities as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (h) It acknowledges that the Securities will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:
- (i) to Snipp;
 - (ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;
 - (iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or “blue sky” laws; or
 - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities,
- and, in the case of each of clauses (iii) and (iv) above, it has prior to such sale furnished to Snipp and opinion of counsel in form and substance reasonably satisfactory to Snipp stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.
- (i) It understands and agrees that the Securities may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.
- (j) It acknowledges that it has not purchased the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Securities which would include any activities undertaken for the

purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities.

- (k) The certificates representing the Securities issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF SNIPP INTERACTIVE INC. (THE “COMPANY”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

Provided, that if the Securities are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S in circumstances where Rule 905 of Regulation S does not apply, and in compliance with Canadian local laws and regulations, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of Snipp, in substantially the form set forth as Appendix C attached hereto (or in such other forms as Snipp may prescribe from time to time) and, if requested by Snipp or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to Snipp and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Securities are being sold otherwise than in accordance with Regulation S and other than to Snipp, the legend may be removed by delivery to the registrar and transfer agent and Snipp of an opinion of counsel, of recognized standing reasonably satisfactory to Snipp, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

- (l) It understands and agrees that there may be material tax consequences to the U.S. Shareholder of an acquisition, holding or disposition of any of the Securities. Snipp gives no opinion and makes no representation with respect to the tax consequences to the U.S. Shareholder under United States, state, local or foreign tax law of the undersigned’s acquisition, holding or disposition of such Securities. In particular, no determination has been made whether Snipp will be a “passive foreign

investment company” within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended.

- (m) It consents to Snipp making a notation on its records or giving instructions to any transfer agent of Snipp in order to implement the restrictions on transfer set forth and described in this certificate and the Share Exchange Agreement.
- (n) It understands that (i) Snipp may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a “**Shell Company**”), (ii) if Snipp is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Securities, and (iii) Snipp is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Securities.
- (o) It understands and agrees that the financial statements of Snipp have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (p) It understands and acknowledges that Snipp is incorporated outside the United States, consequently, it may be difficult to provide service of process on Snipp and it may be difficult to enforce any judgment against Snipp.
- (q) It understands that Snipp does not have any obligation to register the Securities under the U.S. Securities Act or any applicable state securities or “blue-sky” laws or to take action so as to permit resales of the Securities. Accordingly, the U.S. Shareholder understands that absent registration, it may be required to hold the Securities indefinitely. As a consequence, the U.S. Shareholder understands it must bear the economic risks of the investment in the Securities for an indefinite period of time.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to Snipp prior to the Time of Closing.

ONLY U.S. SHAREHOLDERS NEED COMPLETE AND SIGN

Dated _____ 2022.

X _____
Signature of individual (if U.S. Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix “A” to

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS**TO BE COMPLETED BY U.S. SHAREHOLDERS THAT ARE U.S. ACCREDITED INVESTORS**

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement and the Schedule “C” to which this Appendix is attached, the undersigned (the “**U.S. Shareholder**”) covenants, represents and warrants to Snipp that the U.S. Shareholder is an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria (**please hand-write your initials on the appropriate lines**):

1. Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; any employee benefit plan within the meaning of the U.S. *Employee Retirement Income Security Act of 1974* if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are “accredited investors” (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);
 1. Initials _____
2. Any private business development company as defined in Section 202(a)(22) of the U.S. *Investment Advisers Act of 1940*;
 2. Initials _____
3. Any organization described in Section 501(c)(3) of the U.S. *Internal Revenue Code*, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000;
 3. Initials _____
4. Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);
 4. Initials _____

5. Initials _____ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth),
- (i) the person's primary residence shall not be included as an asset;
 - (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
 - (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability;
6. Initials _____ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
7. Initials _____ Any director or executive officer of Snipp; or
8. Initials _____ Any entity in which all of the equity owners meet the requirements of at least one of the above categories – if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.

ONLY U.S. SHAREHOLDERS WHO ARE ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____ 2022.

X _____
Signature of individual (if U.S. Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix “B” to

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS**TO BE COMPLETED BY U.S. SHAREHOLDERS THAT ARE NOT U.S. ACCREDITED INVESTORS**

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement and the Schedule “C” to which this Appendix is attached, the undersigned (the “**U.S. Shareholder**”) covenants, represents and warrants to Snipp Interactive Inc. (also referred to herein as the “**Company**”) that the U.S. Shareholder understands that the Securities have not been and will not be registered under the U.S. Securities Act and that the offer and sale of the Securities to the U.S. Shareholder contemplated by the Share Exchange Agreement is intended to be a private offering pursuant to Section 4(a)(2) of the U.S. Securities Act.

Your answers will at all times be kept strictly confidential. However, by signing this suitability questionnaire (the “**Questionnaire**”) the U.S. Shareholder agrees that the Company may present this Questionnaire to such parties as may be appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration of the private offering under the federal or state securities laws or if the contents are relevant to issue in any action, suit or proceeding to which the Company is a party or by which it is or may be bound. A false statement by the U.S. Shareholder may constitute a violation of law, for which a claim for damages may be made against the U.S. Shareholder. Otherwise, your answers to this Questionnaire will be kept strictly confidential.

Please complete the following questionnaire:

1. Relationship to the Officers or Directors

Are you a relative of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, state the relationship to the director, senior officer or control person of the Company	_____

2. Close Friend of Officer or Director

Are you a close personal friend of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____

If yes, state how long you have known the director, senior officer or control person of the Company	_____
---	-------

A close personal friend is an individual who has known the director, senior officer or control person for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. An individual is not a close personal friend solely because the individual is a member of the same organization, association or religious group.

3. Close Business Associate of an Officer or Director

Are you a close business associate of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, describe your business relationship with the director, senior officer or control person of the Company	_____

A close business associate is an individual who has had sufficient prior business dealings with the director, senior officer or control person to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. A casual business associate or a person introduced or solicited for the purpose of purchasing securities is not a close business associate. An individual is not a close business associate solely because the individual is a client or former client. For example, an individual is not a close business associate of a registrant or former registrant solely because the individual is a client or former client of that registrant or former registrant. The relationship between the individual and the director, senior officer or control person must be direct. For example, the exemption is not available for a close business associate of a close business associate of a director, senior officer or control person.

4. Income

“**income**” shall mean adjusted gross income as reported for federal tax purposes reduced by (a) any deduction for long term capital gain, (b) any deduction for depletion, (c) any exclusion for interest and (d) any losses allocated to the U.S. Shareholder as an individual

(a) Was your annual income for the calendar year ended December 31, 2020 over US\$150,000?

Yes _____ **No** _____

(b) Was your annual income for the calendar year ended December 31, 2019 over US\$150,000?

Yes _____ **No** _____

- (c) Do you anticipate that your annual income for the year ended December 31, 2021 will be over US\$150,000?

Yes _____ No _____

- (d) Do you anticipate that your current amount of income will change in the foreseeable future?

Yes _____ No _____

If so, when, why and to what amount will that income change?:

- (e) If your responses to questions 4(a) through 4(c) were “No,” please provide your annual income for the calendar years ending December 31, 2019 and December 31, 2020.

December 31, 2019: US\$

December 31, 2020: US\$

- (f) If your responses to questions 4(a) through 4(c) were “No” please provide your joint annual income with your spouse for the calendar years ending December 31, 2019 and December 31, 2020.

December 31, 2019: US\$

December 31, 2020: US\$

5. Net Worth

- (a) Please provide your net worth (for the purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of Securities contemplated by the accompanying Share Exchange Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of the Securities contemplated by the accompanying Share Exchange Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability)

Net Worth: US\$

- (b) Does your proposed purchase of the Securities exceed:

____ 10% of your net worth (excluding your personal residence, home furnishings and automobiles)?

____ 20% of your net worth (excluding your personal residence, home furnishings and automobiles)?

6. Educational Background

- (a) Briefly describe educational background, relevant institutions attended, dates, degrees:

- (b) Briefly describe business involvement or employment during the past 10 years or since graduation from school, whichever period is shorter. (Specific employers need not be named. A sufficient description is needed to assist the Company in determining the extent of vocationally related experience in financial and business matters).

7. Investment experience

- (a) Please indicate the frequency of your investment in marketable securities:

☐ Often; ☐ Occasionally; ☐ Seldom; ☐ Never.

- (b) Please indicate the frequency of your investment in commodities futures:

☐ Often; ☐ Occasionally; ☐ Seldom; ☐ Never.

- (c) Please indicate the frequency of your investment in options:

☐ Often; ☐ Occasionally; ☐ Seldom; ☐ Never.

- (d) Please indicate the frequency of your investment in securities purchased on margin:

☐ Often; ☐ Occasionally; ☐ Seldom; ☐ Never.

- (e) Please indicate the frequency of your investment in unmarketable securities:

☐ Often; ☐ Occasionally; ☐ Seldom; ☐ Never.

- (f) Have you purchased securities sold in reliance on the private offering Exemption from registration pursuant to the U.S. Securities Act or any state laws during the past three years?

Yes _____ No _____

If you answered "Yes," please provide the following information:

<u>Year</u>	<u>Nature of Security</u>	<u>Business of issuer</u>	<u>Total amount invested</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (g) Do you believe you have sufficient knowledge and experience in financial and business affairs that you can evaluate the merits and risks of a purchase of the Securities?

Yes _____ No _____

- (h) Do you believe you have sufficient knowledge of investments in general, and investments similar to a purchase of the Securities in particular, to evaluate the risks associated with a purchase of the Securities?

Yes _____ No _____

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify the Company of any changes in the foregoing answers.

ONLY U.S. SHAREHOLDERS WHO ARE NOT ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____ 2022.

X _____
Signature of individual (if U.S. Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Appendix “C” to

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS

Form of Declaration for Removal of Legend

TO: **Snipp Interactive Inc. (the “Corporation”)**TO: **Registrar and transfer agent for the shares of the Corporation**

The undersigned (A) acknowledges that the sale of _____ (the “**Securities**”) of the Corporation, represented by certificate number(s) _____, to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that (1) the undersigned is not (a) an “affiliate” of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act, except any officer or director of the Company who is an affiliate solely by virtue of holding such position) (b) a “distributor” as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such Securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another “designated offshore securities market”, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such Securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the Securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such Securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20____.

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "**Seller**"), dated _____, 20____, with regard to the sale, for such Seller's account, of _____ common shares (the "**Securities**") of Snipp Interactive Inc. (the "**Corporation**") represented by certificate number(s) _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "United States" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Name of Firm

Name of Firm

By:

Authorized Officer

DATED: _____ **20**

SCHEDULE “C”

Form of Lock-Up and Standstill Agreement

LOCK-UP AND STANDSTILL LETTER

TO: Snipp Interactive Inc. (the “Corporation”)

Reference is made to a share exchange agreement dated January 10, 2022 (the “**Share Exchange Agreement**”) between the Corporation, Gambit Digital Promotions Inc. (“**Gambit**”) and the holders of common shares of Gambit listed in Schedule “A” of the Share Exchange Agreement, relating to the sale of all of the issued and outstanding Gambit Shares in exchange for common shares of the Corporation (the “**Transaction**”). Capitalized terms used and not defined herein shall have the meanings given to them in the Share Exchange Agreement.

The undersigned recognizes that the Transaction will be of benefit to the undersigned. The undersigned acknowledges that you are relying on the agreement of the undersigned contained in this letter (the “**Agreement**”) as an inducement to carrying out the Transaction and in entering into the Share Exchange Agreement with Gambit with respect to the Transaction.

In consideration of the foregoing, the undersigned hereby agrees as follows:

1. During the period commencing on the Closing Date and ending on the date which is four (4) months and one day after the Closing Date (the “**Initial Lock-up Period**”), the undersigned will not, directly or indirectly, without the prior consent of the Corporation, sell, offer, assign, transfer, pledge, grant a security interest in, contract to sell, grant an option or warrant to purchase, make any short sale or otherwise dispose of, or enter into any arrangement (including a monetization arrangement or hedging or similar transaction) which has the effect of transferring any or all of the economic benefits of ownership (any such event being, a “**Transfer**”) of, any Consideration Shares held by him, nor publicly announce his intention to do so. Following expiry of the Initial Lock-up Period, the undersigned shall be permitted to Transfer one third (1/3rd) of the undersigned’s Consideration Shares and thereafter, the undersigned shall be permitted to transfer the remainder of his Consideration Shares in eight (8) equal installments over the subsequent eight (8) months. By way of example only, if the Closing Date is January 1 and the undersigned received 120 Consideration Shares, then the undersigned shall be permitted to Transfer 40 Consideration Shares on May 2nd, 10 Consideration Shares on June 2nd, 10 Consideration Shares on July 2nd and so on and so forth.
2. Upon receiving any Earn-Out Shares (which for the sake of clarity includes any Pre-Audit Earn Out Shares) pursuant to the Share Exchange Agreement, the undersigned shall be permitted to Transfer such Earn-Out Shares in twelve (12) equal installments over the subsequent twelve (12) months. By way of example only, with respect to the 2022 Earn-Out Year, if the undersigned: (a) receives 120 Pre-Audit Earn-Out Shares on February 1 2023, then the undersigned shall be permitted to Transfer 10 such Pre-Audit Earn-Out Shares from February 1, 2023, 10 such Pre-Audit Earn-Out Shares from March 1, 2023, 10 such Pre-Audit Earn-Out Shares from April 1, 2023 and so on and so forth for the remainder of such 2022 Pre-Audit Earn-Out Shares; and (b) receives 36 Earn Out Shares on May 1 2023, then the undersigned shall be permitted to Transfer 3 such Earn-

Out Shares from May 1, 2023, 3 such Earn-Out Shares from June 1, 2023, 3 such Earn-Out Shares from July 1, 2023 and so on and so forth for the remainder of such 2022 Earn-Out Shares.

3. During the period in which the 90-day trailing volume weighted average price of the Common Shares on the TSXV is calculated prior to the last day of each Earn-Out Year with respect to the Earn-Out Shares, the undersigned will not, directly or indirectly, without the prior consent of the Corporation, sell, offer, assign, transfer, pledge, grant a security interest in, contract to sell, grant an option or warrant to purchase, make any short sale or otherwise dispose of, or enter into any arrangement (including a monetization arrangement or hedging or similar transaction) which has the effect of transferring any or all of the economic benefits of ownership of, any Consideration Shares, Earn-Out Shares or other securities of the Corporation held by him, nor publicly announce his intention to do so.
4. Notwithstanding the restrictions on transfers described above, the undersigned may:
 - (a) transfer, sell or tender any Consideration Shares or Earn-out Shares (collectively, the “**Securities**”) to a person making a formal take-over bid made to all holders of common shares of the Corporation, or similar acquisition transaction, including a merger, arrangement or amalgamation, involving a change of control of the Corporation, provided that (i) in the event that the take-over bid or acquisition transaction is not completed, the Securities will remain subject to the restrictions contained in this Agreement, and (ii) all Securities not transferred, sold or tendered, will remain subject to the restrictions contained in this Agreement;
 - (b) pledge or grant a security interest in the Securities to a *bona fide* financial institution or similar lender provided that the pledgee or beneficiary of the security interest enters into an agreement with the Corporation to be bound by the restrictions contained in this Agreement with respect to the Securities; or
 - (c) transfer, sell or otherwise dispose of Securities to:
 - (i) a spouse, parent, child, grandchild of the undersigned (a “**Relation**”);
 - (ii) a trust the only beneficiaries of which are any of the undersigned and/or one or more of his Relations, or;
 - (iii) a corporation or other entity of which any of the undersigned and/or his Relations are at all times the direct or indirect legal and beneficial owners of all of the outstanding securities or similar interests,provided that, in each of the foregoing cases, the transferee agrees in writing to be bound by the restrictions contained in this Agreement.
5. For greater certainty, it is acknowledged that the undersigned will retain all voting rights, rights to dividends and distributions and other rights and entitlements with respect to the Securities.
6. This Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement. This Agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives and assigns of the undersigned and will enure to the benefit of the Corporation and their successors and

assigns. The undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof upon the reasonable request of the Corporation. The undersigned further acknowledges that the provisions of this Agreement shall be in addition to any hold periods, resale restrictions and/or restrictions on transfer imposed by law or, if the Corporation's securities are listed for trading on a stock exchange, the rules of such stock exchange.

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DATED this ____ day of _____, _____.

[INDIVIDUAL]

SCHEDULE “D”

Form of Lock-Up Agreement

LOCK-UP LETTER

TO: Snipp Interactive Inc. (the “Corporation”)

Reference is made to a share exchange agreement dated _____ (the “**Share Exchange Agreement**”) between the Corporation, Gambit Digital Promotions Inc. (“**Gambit**”) and the holders of common shares of Gambit listed in Schedule “A” of the Share Exchange Agreement, relating to the sale of all of the issued and outstanding Gambit Shares in exchange for common shares of the Corporation (the “**Transaction**”). Capitalized terms used and not defined herein shall have the meanings given to them in the Share Exchange Agreement.

The undersigned recognizes that the Transaction will be of benefit to the undersigned. The undersigned acknowledges that you are relying on the agreement of the undersigned contained in this letter (the “**Agreement**”) as an inducement to carrying out the Transaction and in entering into the Share Exchange Agreement with Gambit with respect to the Transaction.

In consideration of the foregoing, the undersigned hereby agrees as follows:

7. During the period commencing on the Closing Date and ending on the date which is four (4) months and one day after the Closing Date (the “**Initial Lock-up Period**”), the undersigned will not, directly or indirectly, without the prior consent of the Corporation, sell, offer, assign, transfer, pledge, grant a security interest in, contract to sell, grant an option or warrant to purchase, make any short sale or otherwise dispose of, or enter into any arrangement (including a monetization arrangement or hedging or similar transaction) which has the effect of transferring any or all of the economic benefits of ownership of (any such event being, a “**Transfer**”), any Consideration Shares held by him/her/it, nor publicly announce his/her/its intention to do so. Following expiry of the Initial Lock-up Period, the undersigned shall be permitted to Transfer one third (1/3rd) of the undersigned’s Consideration Shares and thereafter, the undersigned shall be permitted to transfer the remainder of his/her/its Consideration Shares in equal installments over the subsequent eight (8) months. By way of example only, if the Closing Date is January 1 and the undersigned received 120 Consideration Shares, then the undersigned shall be permitted to Transfer 40 Consideration Shares on May 2nd, 10 Consideration Shares on June 2nd, 10 Consideration Shares on July 2nd and so on and so forth.

8. Upon receiving any Earn-Out Shares (which for the sake of clarity includes any Pre-Audit Earn Out Shares) pursuant to the Share Exchange Agreement, the undersigned shall be permitted to Transfer such Earn-Out Shares in twelve (12) equal installments over the subsequent twelve (12) months. By way of example only, with respect to the 2022 Earn-Out Year, if the undersigned: (a) receives 120 Pre-Audit Earn-Out Shares on February 1 2023, then the undersigned shall be permitted to Transfer 10 such Pre-Audit Earn-Out Shares from February 1, 2023, 10 such Pre-Audit Earn-Out Shares from March 1, 2023, 10 such Pre-Audit Earn-Out Shares from April 1, 2023 and so on and so forth for the remainder of such 2022 Pre-Audit Earn-Out Shares; and (b) receives 36 Earn Out Shares on May 1 2023, then the undersigned shall be permitted to Transfer 3 such Earn-Out Shares from May 1, 2023, 3 such Earn-Out Shares from June 1, 2023, 3 such Pre-Audit Earn-Out Shares from July 1, 2023 and so on and so forth for the remainder of such 2022 Earn-Out Shares.

9. Notwithstanding the restrictions on transfers described above, the undersigned may:
- (a) transfer, sell or tender Consideration Shares to a person making a formal take-over bid made to all holders of common shares of the Corporation, or similar acquisition transaction, including a merger, arrangement or amalgamation, involving a change of control of the Corporation, provided that (i) in the event that the take-over bid or acquisition transaction is not completed, the Consideration Shares will remain subject to the restrictions contained in this Agreement, and (ii) all Consideration Shares not transferred, sold or tendered, will remain subject to the restrictions contained in this Agreement;
 - (b) pledge or grant a security interest in the Consideration Shares to a *bona fide* financial institution or similar lender provided that the pledgee or beneficiary of the security interest enters into an agreement with the Corporation to be bound by the restrictions contained in this Agreement with respect to the Consideration Shares; or
 - (c) transfer, sell or otherwise dispose of Consideration Shares to:
 - (i) a spouse, parent, child, grandchild of the undersigned (a “**Relation**”);
 - (ii) a trust the only beneficiaries of which are any of the undersigned and/or one or more of his/her Relations, or;
 - (iii) a corporation or other entity of which any of the undersigned and/or his/her Relations are at all times the direct or indirect legal and beneficial owners of all of the outstanding securities or similar interests,provided that, in each of the foregoing cases, the transferee agrees in writing to be bound by the restrictions contained in this Agreement.
10. For greater certainty, it is acknowledged that the undersigned will retain all voting rights, rights to dividends and distributions and other rights and entitlements with respect to the Consideration Shares.
11. This Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement. This Agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives and assigns of the undersigned and will enure to the benefit of the Corporation and their successors and assigns. The undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof upon the reasonable request of the Corporation. The undersigned further acknowledges that the provisions of this Agreement shall be in addition to any hold periods, resale restrictions and/or restrictions on transfer imposed by law or, if the Corporation’s securities are listed for trading on a stock exchange, the rules of such stock exchange.

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DATED this ____ day of _____, _____.

[CORPORATION]

Per: _____

Name:

Title:

[INDIVIDUAL]