BRENDON GRUNEWALD

- and -

GEERT COPPENS

- and -

LUC VANBECELAERE

- and -

BEN GEYSEN

- and -

LEEWARD VENTURES SICAR SCA

- and -

SINVEXA BURGERLIJKE MAATSCHAP

- and -

DREAMS & CREATIONS BVBA

- and -

ONE WAY TO PARADISE BVBA

- and –

ICE VISTA BVBA

- and -

FIRESKY MGMT BVBA

- and –

NEW MEDIA MANAGEMENT GCV

- and –

MOOVLY NV

- and –

PANTHEON VENTURES LTD.

SHARE PURCHASE AGREEMENT

DECEMBER 3, 2015

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THIS SHARE PURCHASE AGREEMENT is made as of December 3, 2015

AMONG:

BRENDON GRUNEWALD, an individual resident at [redacted], Belgium ("**Grunewald**"),

- and -

GEERT COPPENS, an individual resident at [redacted], Belgium ("**Coppens**"),

- and -

LUC VANBECELAERE, an individual resident at [redacted], Belgium ("**Vanbecelaere**"),

- and -

BEN GEYSEN, an individual resident at [redacted], Belgium ("**Geysen**"),

- and -

LEEWARD VENTURES SICAR SCA, a company governed by the laws of the Grand Duchy of Luxemburg, [redacted] ("**Leeward**"),

- and -

SINVEXA BURGERLIJKE MAATSCHAP, a civil partnership governed by the laws of Belgium, [redacted] ("**Sinvexa**"),

- and -

DREAMS & CREATIONS BVBA, a company governed by the laws of Belgium, [redacted] ("**Dreams**"),

- and -

ONE WAY TO PARADISE BVBA, a company governed by the laws of Belgium, [redacted] ("**One Way**"),

- and -

ICE VISTA BVBA, a company governed by the laws of Belgium, [redacted] ("**Ice**"),

- and -

FIRESKY MGMT BVBA, a company governed by the laws of Belgium, [redacted] ("**Firesky**"),

- and –

NEW MEDIA MANAGEMENT GCV, a company governed by the laws of Belgium, [redacted] ("**New Media**"),

(each of Grunewald, Coppens, Vanbecelaere, Geysen, Leeward, Sinvexa, Dreams, One Way, Ice, Firesky, New Media, a "**Vendor**" and collectively, the "**Vendors**")

- and -

MOOVLY NV, a corporation governed by the laws of Belgium (the "**Company**"),

- and -

PANTHEON VENTURES LTD., a corporation governed by the laws of the Province of British Columbia (the "**Purchaser**").

RECITALS:

A. The Vendors own, beneficially and of record, all of the issued and outstanding shares of the Company.

B. The Purchaser wishes to purchase, and the Vendors wish to sell, all of the issued and outstanding shares in the capital of the Company on the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

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

"**2012 Investment Agreement**" means the investment agreement dated December 17, 2012 among Grunewald, Coppens, Leeward and the Company;

"**2013 Shareholders Agreement**" means the investment and shareholder agreement dated July 15, 2013 among Grunewald, Coppens, Leeward, Sinvexa, Dreams, Vanbecelaere and the Company;

"**2014 Shareholders Agreement**" means the investment and shareholder agreement dated November 14, 2014 among the Vendors and the Company;

"**Accounts Payable**" means all amounts relating to the operation of the Business owing to any Person by the Company in the ordinary course of business and due and payable as at the given date;

"**Accounts Receivable**" means all accounts receivable, notes receivable, bills receivable, trade accounts, book debts and insurance claims due or deemed to be due to the Company, including any refunds and rebates receivable due or deemed to be due to the Company, and the benefit of all security (including cash deposits), guarantees and other collateral held by the Company as at the given date;

"**Accrued Liabilities**" means all operating expenses relating to the Business incurred in the ordinary course of the business as at the given date but which are not yet due and payable as of the given date and claims against the Company that are increasing with the passage of time or receipt of goods or services but are not yet due and payable as of the Closing Time, including expenses for the receipt of goods and services, accruals for vacation pay, employee bonuses, customer rebates or similar amounts owing to customers;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person Controlling, Controlled by, or under common Control with, such first Person, in each case, whether directly or indirectly;

"**Agreement**" means this Share Purchase Agreement, including all schedules, and all amendments or restatements, as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Appurtenances**" means privileges, rights, easements and appurtenances both at law and equity belonging to or for the benefit of the Leased Real Property, including means of access between Leased Real Property and a public way, rights in respect of or for any other uses upon which the present use is dependent (such as pipelines, cables, railway sidings) and rights existing in and to any streets, alleys, passages and other rights-of-way;

"**Arm's Length**" has the meaning that it has for purposes of the *Income Tax Act* (Canada);

"**Benefit Plans**" means plans, arrangements, agreements, programs, policies, practices or undertakings, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered to which the Company is a party or bound or in which the Employees participate or under which the Company has, or will have, any liability or contingent liability, or pursuant to which payments are made, or benefits are provided to, or an entitlement to payments or benefits may arise with respect to any of its Employees or former employees, directors or officers, individuals working on contract with the Company or other individuals providing services to any of them of a kind normally provided by employees (or any spouses, dependants, survivors or beneficiaries of any such Persons), excluding Statutory Plans;

"**Books and Records**" means books and records of a Person or any of its Affiliates, as the case may be, including financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise, including all data, information and databases stored on computer-related or other electronic media;

"**Bridge Financing**" means the Purchaser's proposed private placement of units to be completed as soon as practicable following the execution of this Agreement for gross proceeds of CDN$500,000, with each unit being issued at a price of CDN$0.10 per unit and being comprised of one Purchaser Share and one Bridge Financing Warrant;

"**Bridge Loan**" means the loan in the principal amount of up to $450,000 to be provided by the Purchaser to the Company from the proceeds of the Bridge Financing, such loan to be provided as soon as practically possible following the execution of this Agreement, bearing interest at a rate of 4% per annum;

"**Bridge Financing Warrants**" means the warrants comprising the units to be issued under the Bridge Financing with each such warrant being exercisable at a price of CDN$0.10 per share for a period of one year from the date of issuance;

"**Business**" means the business of the Company, namely, that of: (i) the design, development and commercial operation of software to create and generate digital multimedia content through different channels and business models (including, but not limited to, cloud-based SaaS distribution, licences, trade via third parties, etc.); (ii) the design, development and commercial operation of digital content through different channels and business models (including commercialisation of content via third parties; (iii) the design, development and commercial operation of a partner program and economic ecosystem (including an online e-commerce market) related to the software and content created; and (iv) the provision of a broad spectrum of professional services and support in the field of software related to digital content, creation, design and use of digital content;

"**Business Day**" means any day, other than a Saturday or Sunday, on which the principal commercial banks located in Vancouver, British Columbia are open for business during normal banking hours;

"**Business Intellectual Property**" shall mean all Intellectual Property used in or necessary for the conduct of the Business, including all Intellectual Property owned by the Company or held for use by or licensed to the Company;

"**Business Technology**" shall mean all Technology used in or necessary for the conduct of the Business, including all Technology owned by the Company or held for use by or licensed to the Company;

"**Call Option**" means the call option granted to Grunewald and Coppens pursuant to Section 3.3 of the 2012 Investment Agreement that provides Grunewald and Coppens the right to acquire the 1,070 Purchased Shares currently owned by Leeward, which Call Option was subsequently re-confirmed by the parties in the 2014 Shareholders Agreement;

"**Claims**" includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, penalties, fines, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

"**Closing**" means the completion of the purchase and sale of the Purchased Shares pursuant to this Agreement;

"**Closing Date**" means the date of Closing, which date shall be no later than March 31, 2016, unless otherwise agreed upon by the Parties hereto;

"**Closing Time**" means 10:00 a.m. Vancouver time on the Closing Date, or such other time on such date as the Parties may agree in writing as the time at which the Closing shall take place;

"**Collective Agreements**" means collective agreements (including expired collective agreements which have not been renewed) and related documents including benefit agreements, letters of understanding, letters of intent and other written communications (including arbitration awards) by which the Company is bound or which impose any obligations upon the Company or set out the understanding of the parties or an interpretation with respect to the meaning of any provisions of such collective agreements;

"**Company**" means Moovly NV, a public limited liability company governed by the laws of Belgium, having its registered address at Lambroekstraat 5A, 1831 Machelen (Diegem), registered under nr. 0500.669.260 (RLE Brussels);

"**Company's Transaction Expenses**" means, except as otherwise expressly set forth in this Agreement, the aggregate amount of all out-of-pocket fees and expenses incurred by or on behalf of, or paid or payable by, the Company in connection with the process of selling the Purchased Shares or otherwise relating to the negotiation, preparation or execution of this Agreement or any documents or agreements contemplated hereby or the performance or consummation of the transactions contemplated by this Agreement, as of the Closing Date, including, without limitation: (a) any fees and expenses associated with obtaining any Consents or any other necessary or desirable waivers or approvals of any Governmental Authority or third parties on behalf of the Company; (b) any fees or expenses associated with obtaining the release and termination of any Encumbrances attaching to the Purchased Shares; (c) all investment banking, M&A advisor, brokers' or finders' fees of the Company or the Vendors; and (d) fees and expenses of legal counsel, advisors, consultants, accountants, auditors and experts;

"**Contracts**" means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Company is a party or by which it is bound or under which the Company has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied), and includes any quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;

"**Control**" means, in respect of:

(a) a corporation, the ability of a Person or group of Persons acting in concert to influence the manner in which the business of such corporation is carried on, whether as a result of ownership of sufficient voting shares of such corporation to enable that Person or group of Persons to elect a majority of the directors of such corporation or by contract or otherwise;

(b) a partnership, trust, syndicate or other entity, actual power or authority to manage and direct the affairs of, or ownership of more than fifty percent (50%) of the transferable beneficial interests in, such entity, and the term "**Controlled**" has a corresponding meaning;

"**Data Room**" means the virtual data room created by the Company for the purposes of the transactions contemplated by this Agreement and containing the due diligence documents of the Company;

"**Debentures**" means the Company's three unsecured convertible debentures dated June 23, 2015 in the aggregate principal amount of €300,994.49 which remain outstanding as of the date of this Agreement and which will be settled in full on the Closing Date;

"**Disclosure Letter**" means the disclosure letter to be provided by the Company to the Purchaser concurrently with the execution of this Agreement in a form acceptable to the Purchaser, acting reasonably;

"**Employees**" means individuals employed by the Company on a full-time, part-time or temporary basis, including those employees on disability leave, parental leave or other absence;

"**Employment Contracts**" means Contracts, other than Benefit Plans, whether oral or written, relating to an Employee, including any communication or practice relating to an Employee which imposes any obligation on the Company;

"**Employment Laws**" means any Laws affecting contractual or other relations between employers and employees including, but not limited to, any labour or social security Laws and any amendment, extension or re-enactment of such Laws including European treaty provisions or directives;

"**Encumbrances**" means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, developments or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;

"**Environment**" means the environment and natural environment as defined in any Environmental Laws and includes indoor air and any living things;

"**Environmental Laws**" means Laws relating to the Environment and public health or safety, and includes Laws relating to any sewer system and to the storage, generation, use, handling, manufacture, processing, labelling, advertising, sale, display, transportation, treatment, reuse, recycling, Release and disposal of Hazardous Substances;

"**Environmental Orders**" means Orders issued, filed, imposed or threatened by any Governmental Authority pursuant to any Environmental Laws and include certificates of property use and Orders requiring investigation, assessment, monitoring, managing, controlling, treatment, removal, excavation or remediation of any site or Hazardous Substance, or requiring that any Release or any other activity be reduced, modified, managed, controlled, stopped or eliminated or requiring any form of payment or co-operation be provided to any Governmental Authority;

"**Escrow Agreements**" means the Exchange escrow agreements to be entered into at Closing among the Purchaser and certain Vendors as may be mandated by the Exchange;

"**Exchange**" means the TSX Venture Exchange Inc.;

"**Existing Purchaser Warrants**" has the meaning given in Section 6.1(h);

"**Financial Statements**" means, collectively: (i) the annual accounts of the Company for the financial years ended December 31, 2013 and December 31, 2014 that have been certified by the Company's accountant and are attached to the Disclosure Letter; and (ii) the management prepared unaudited financial statements of the Company for the interim period ending September 30, 2015 that have been reviewed by the Company's accountant and are attached to the Disclosure Letter;

"**Financing**" has the meaning given in Section 6.1(i);

"**Generally Accepted Accounting Principles**" or "**GAAP**" means the generally accepted accounting principles from time to time approved under the Laws of Belgium, applicable as at the date on which such calculation is made or required to be made in accordance with such principles;

"**Governmental Authorities**" means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:

(a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or

(b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Governmental Authorizations**" means authorizations, approvals, including Environmental Approvals, franchises, Orders, certificates, consents, directives, notices, licences, permits, variances, agreements, instructions, registrations or other rights issued to or required by the Company, by or from any Governmental Authority;

"**Hazardous Substances**" means pollutants, contaminants, wastes of any nature, hazardous substances, hazardous materials, toxic substances, prohibited substances, dangerous substances or dangerous goods as defined, judicially interpreted or identified in any Environmental Laws including asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs) and mould;

"**Improvements**" means plants, buildings, structures, fixtures, erections and improvements located on, over, under or upon the Leased Real Property and mechanical, electrical, plumbing, heating and air-conditioning systems relating to the Leased Real Property, including any of the foregoing under construction;

"**Indemnified Party**" has the meaning given in Section 9.6(a);

"**Indemnifying Party**" has the meaning given in Section 9.6(a);

"**Information Technology**" means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), websites for the Company, databases, telecommunications equipment and facilities and other information technology systems owned, used or held by the Company;

"**Intellectual Property**" means intellectual property rights, whether registered or not, owned, used or held by the Company, including:

(a) any and all rights, titles or interests granted, provided, received or recognized by law in relation to intellectual property, including, without limitation, under: (i) copyright laws (including, without limitation, moral rights and/or other neighbouring rights); (ii) patent laws; (iii) trade-mark laws; (iv) design patent or industrial design laws; (v) semi-conductor chip, integrated circuit topography or mask work laws; or (vi) any other statutory provision or common law principle, including, without limitation, the law in respect of confidential information, proprietary information and/or trade secrets, which may provide for a right, title or interest in any Technology, trade-marks, inventions (whether or not patentable), information, ideas, formulae, algorithms, processes, concepts, or know-how generally, or any expression, embodiment, practice or use of such Technology, trade-marks, inventions, information, ideas, formulae, algorithms, processes, concepts, or know-how;

(b) any and all applications, registrations, licenses, sub-licenses, waivers, agreements or any other right, title or interest in any of the foregoing (including any reissue, division, continuation, continuation-in-part, renewal and extension of any patent, registered design, trade-mark, circuit topography or application therefor or registration thereof); and

(c) any and all licenses, consents, permissions and waivers of the rights, titles and/or interests set out in subparagraphs (a) and (b) above, together with any and all future income and proceeds from the rights, titles and/or interests set out in subparagraphs (a) and (b) above, and any and all rights to damages and profits, or any other legal or equitable relief from a court of competent jurisdiction by reason of the infringement of, or misappropriation of, any of the rights, titles and/or interests set out in subparagraphs (a) and (b) above;

"**Interim Period**" means the period from the date of the Agreement to and including the Closing Date;

"**International Financial Reporting Standards**" or "**IFRS**" means the International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**Knowledge**" has the meaning given in Section 1.3;

"**Laws**" means applicable laws (including common law or civil law), statutes, by-laws, rules, regulations, Orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgments, awards or requirements, in each case of any Governmental Authority;

"**Leased Real Property**" means the lands and/or premises which are used by the Company and which are leased, subleased, licensed to or otherwise occupied by the Company pursuant to a Real Property Lease and the interests of the Company in any Improvements and Appurtenances;

"**Letter of Intent**" means the letter of intent dated June 23, 2015 between the Company and the Purchaser;

"**Liabilities**" means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, assessments or reassessments of any kind or nature (including any deferred or future liability for Taxes), whether primary or secondary, direct or indirect, fixed, contingent or absolute, voluntarily incurred or otherwise, whenever asserted but excluding the aggregate of Accounts Payable and Accrued Liabilities, each valued and calculated in accordance with GAAP and/or IFRS;

"**Management Agreements**" means the management agreements dated December 12, 2012 entered into between the Company and each of Coppenco Comm. V. and IceVista BVBA, the forms of which were posted by the Company in the Data Room;

"**Material Adverse Effect**" means a change, effect or circumstance that, when considered either individually or in the aggregate together with all other adverse changes, effects or circumstances with respect to which such phrase is used in this Agreement, is materially adverse to, or could reasonably be expected to have a material adverse effect on, the financial condition or results of operations or prospects of a Person;

"**Material Contracts**" means Contracts (a) involving aggregate payments to or by a Person in excess of $25,000; (b) involving rights or obligations of a Person that may reasonably extend beyond two years and which do not terminate or cannot be terminated by a Person without penalty on less than three months' notice; (c) which are outside the ordinary course of business; (d) which restrict in any way the business or activities of a Person; or (e) which, if terminated without the consent of a Person, could have a Material Adverse Effect on that Person;

"**New Management Agreements**" means the new management agreements to be entered into at Closing between the Company and each of Grunewald and Coppens;

"**New Purchaser Warrants**" has the meaning given in Section 6.1(i);

"**Notice**" has the meaning given in Section 11.7;

"**Orders**" means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator, including Environmental Orders;

"**Owned Business Intellectual Property**" shall mean all Business Intellectual Property owned or purported to be owned by the Company;

"**Owned Business Technology**" shall mean all Business Technology owned or purported to be owned by the Company;

"**Parties**" means each of the Vendors and the Purchaser collectively, and "**Party**" means either one of them;

"**Pension Plans**" means Benefit Plans providing pensions, superannuation benefits or retirement savings including pension plans, top up pensions or supplemental pensions, "registered retirement savings plans" (as defined in the *Income Tax Act* (Canada)), "registered pension plans" (as defined in the *Income Tax Act* (Canada)) and "retirement compensation arrangements" (as defined in the *Income Tax Act* (Canada));

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

"**Personal Information**" means information in the possession or under the control of a Person about an identifiable individual;

"**Purchase Agreement Default**" means any material misrepresentation or breach of warranty made by a Party to this Agreement, or the failure of a Party to this Agreement to perform or observe in any material respect any of the covenants or agreements to be performed by such Party under this Agreement or any agreement or other certificate or instrument delivered in connection herewith;

"**Purchased Shares**" means the 5,625 registered shares of the Company, numbered 1 to 5,625, representing all of the issued and outstanding shares in the capital of the Company;

"**Purchaser Debt Warrants**" has the meaning given in Section 2.1(e);

"**Purchaser Financial Statements**" means, collectively, the financial statements of the Purchaser, together with the notes thereto and the report of the auditors thereon, that have been filed under the

Purchaser's profile on SEDAR at www.sedar.com for any financial period ending on or after January 1, 2014;

"**Purchaser Liabilities**" means, as of the date of this Agreement, (i) shareholder loans to the Purchaser in the aggregate principal amount of $79,000 and bearing interest at a rate of 10% per annum; (ii) outstanding consulting fees in the aggregate amount of $44,100; and (iii) outstanding expenses in the aggregate amount of approximately $86,200;

"**Purchaser Shares**" means the common shares in the capital of the Purchaser;

"**Purchaser's Transaction Expenses**" means, except as otherwise expressly set forth in this Agreement, the aggregate amount of all out-of-pocket fees and expenses incurred by or on behalf of, or paid or payable by, the Purchaser in connection with the process of purchasing the Purchased Shares or otherwise relating to the negotiation, preparation or execution of this Agreement or any documents or agreements contemplated hereby or the performance or consummation of the transactions contemplated by this Agreement, as of the Closing Date, including, without limitation: (a) any fees and expenses associated with obtaining any Consents or any other necessary or desirable waivers or approvals of any Governmental Authority or third parties on behalf of the Purchaser; (b) all investment banking, M&A advisor, brokers' or finders' fees of the Purchaser; and (c) fees and expenses of legal counsel, advisors, consultants, accountants, auditors and experts;

"**Real Property Lease**" means a lease (together with any amendments thereto) entered into in respect of Leased Real Property;

"**Release**" has the meaning prescribed in any Environmental Laws and includes any release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction, whether accidental or intentional;

"**Share Consolidation**" has the meaning given in Section 6.1(h);

"**Statutory Plans**" means statutory benefit plans which the Company are required to participate in or comply with, including plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance Laws;

"**Survival Period**" means the period following the Closing in which an action or claim may be made or brought in respect of a breach of a representation or warranty of this Agreement and shall be based on the following:

(a) in respect of the representations and warranties set forth in subsection 3.40 and subsection 4.21, the period (if any) during which an assessment, reassessment or other form of recognized document assessing liability for tax, interest or penalties in respect of such taxation year under applicable Laws relating to Taxes could be issued plus a period of six months (or, in the case of any such assessment or reassessment, until the issues in dispute have been fully resolved), assuming that the relevant party does not file any waiver or similar document in respect of such taxes after the Closing Date extending such period as otherwise determined;

(b) in respect of the representations and warranties set forth in subsections 3.1, 3.2, 3.4, 3.9, 3.11 and 3.14, or an intentional misrepresentation or fraud by the Vendors, the Company or the Purchaser, the maximum period permitted by applicable Laws; and

(c) in respect of all other representations and warranties set forth herein, the period of 24 months from the Closing Date;

"**Taxes**" includes (i) any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental

Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and other government pension plan premiums or contributions; (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party;

"**Tax Returns**" includes all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes;

"**Taxing Authority**" means any federal, provincial, state, local or foreign Governmental Authority having responsibility for Taxes;

"**Technical Information**" means know-how and related technical knowledge owned, used or held by the Company, including:

(a) trade secrets, confidential information and other proprietary know-how;

(b) public information and non-proprietary know-how;

(c) information of a scientific, technical, financial or business nature regardless of its form;

(d) uniform resource locators, domain names, telephone, telecopy, internet protocol and email addresses, and UPC consumer packaging codes; and

(e) documented research, forecasts, studies, marketing plans, budgets, market data, developmental, demonstration or engineering work, information that can be used to define a design or process or procure, produce, support or operate material and equipment, methods of production and procedures, all formulas and designs and drawings, blueprints, patterns, plans, flow charts, parts lists, manuals and records, specifications, and test data;

"**Technology**" means Intellectual Property, Technical Information and Information Technology;

"**Transaction Document**" has the meaning given in Section 11.3;

"**Union**" means an organization of employees formed for purposes that include the regulation of relations between employees and employers and includes a provincial, territorial, national or international union, a certified council of unions, a designated or certified employee bargaining agency, and any organization which has been declared a union pursuant to applicable labour relations legislation or which may qualify as a Union; and

"**Vendors' Representative**" has the meaning given in Section 11.3.

1.2 Certain Rules of Interpretation

In this Agreement:

(a) **Consent** – Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

(b) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of Canada.

(c) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

(d) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.

(e) **Including** – Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(f) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(g) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(h) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.

(i) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.

(j) **Time** – Time is of the essence in the performance of the Parties' respective obligations.

(k) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.3 Knowledge

Any reference to the knowledge of any Party or that a Party has no knowledge means to the best of the knowledge, information and belief of such Party after reviewing all relevant records and making due inquiries regarding the relevant matter of all relevant directors, officers and employees of such Party. Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of the Company or no knowledge of the Company, it will be deemed to refer to the actual knowledge of Grunewald and Coppens after reviewing all relevant records and making due inquiries regarding the relevant matter of all relevant directors, officers and Employees of the Company.

1.4 Entire Agreement

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

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale

Subject to the provisions of this Agreement, at the Closing Time:

(a) **Purchase and Sale of Purchased Shares** – The Vendors shall sell, assign and transfer, and the Purchaser shall purchase and accept, the Purchased Shares, free and clear of all Encumbrances, and with all rights and benefits attaching thereto. The number of Purchased Shares being sold by each of the Vendors is specified in the Disclosure Letter;

(b) **Issuance of Purchaser Shares** – The Purchaser shall issue to each Vendor 9,476.43 Purchaser Shares for each Purchased Share held by the Vendors on the Closing Date and the Purchaser shall increase its stated capital by an amount equal to the value of the Purchaser Shares issued;

(c) **Fractions -** No fractional Purchaser Shares shall be issued in connection with the transactions contemplated by this Agreement and any issuance that results in less than a whole number of Purchaser Shares shall be rounded up or down, as applicable, to the nearest whole number;

(d) **Transfer and Delivery of the Purchased Shares** – The Vendors shall transfer and deliver to the Purchaser share certificates representing his or its respective Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, or as otherwise required under the Laws of Belgium, in any case by the holders of record, and shall take such steps as shall be necessary to cause the Company to enter the Purchaser or its nominee(s) upon the books of the Company as the holder of the Purchased Shares (including, without limitation, the registration of such share transfers in the share register of the Company) and to issue one or more share certificates to the Purchaser or its nominee(s) representing the Purchased Shares;

(e) **Settlement of Debt** – On the Closing Date, the Debentures will be settled in full as follows:

(i) the Purchaser shall subscribe for additional shares in the capital of the Company for an aggregate subscription price equal to the total amount outstanding under the Debentures;

(ii) the Purchaser shall satisfy its subscription in subparagraph (i) above by agreeing to issue units of the Purchaser at a deemed price of CDN$0.15 per unit, with each unit being comprised of one Purchaser Share and one warrant to purchase a Purchaser Share (the "**Purchaser Debt Warrants**"). Each Purchaser Debt

Warrant shall be exercisable at a price of CDN$0.25 per share for a period of one year from the date of issuance (unless otherwise agreed to by the Parties); and

(iii) the Company shall direct the Purchaser to issue the Purchaser Shares and Purchaser Debt Warrants issuable pursuant to subparagraph (ii) above to the holders of the Debentures in full satisfaction of such debt;

(f) **Resignations, Releases and Appointments for the Purchaser** – Except as set out in subsections (g) and (h) below, the current officers and members of the board of directors of the Purchaser shall resign on or before the Closing Date and provide releases in favour of the Purchaser, in a form satisfactory to the Company, acting reasonably;

(g) **Reconstitution of Board of Directors of the Purchaser -** The board of directors of the Purchaser shall be reconstituted and shall be comprised of five members, being Grunewald, Coppens, Michelle Gahagan, Brandon Boddy and one other director to be determined by the Company;

(h) **Appointment of New Officers -** Grunewald shall be appointed as President and Chief Executive Officer, Coppens shall be appointed as Chief Technology Officer and Leah Martin shall be appointed as Corporate Secretary of the Purchaser;

(i) **New Name -** The name of the Purchaser shall be changed to "Moovly Inc." or such other name as is agreed to by the Parties;

(j) **Resignations, Releases and Appointments for the Company** – The current officers and members of the board of directors of the Company shall resign on or before the Closing Date and provide releases in favour of the Company, in a form satisfactory to the Purchaser, acting reasonably. On the Closing Date, the Purchaser, via the newly reconstituted board of directors of the Purchaser appointed under subsection 2.1(g) above, shall elect a new board of directors of the Company comprised of Grunewald and Coppens and such other directors as the Purchaser, in its sole discretion, may determine provided, however, that a majority of the directors of the Company shall be residents of Belgium;

(k) **New Management Agreements for Grunewald and Coppens** – On the Closing Date, the Management Agreements shall be terminated and Grunewald and Coppens shall enter into the New Management Agreements with the Company on terms and conditions satisfactory to each of Grunewald, Coppens and the Purchaser, acting reasonably;

(l) **Finder's Fee -** On the Closing Date, the Purchaser shall make payment of a finder's fee to Galloway Financial Services Inc. in an amount up to the maximum amount permitted by the policies of the Exchange, such Finder's Fee to be satisfied by the issuance of Purchaser Shares at a price of CDN$0.15 per Purchaser Share; and

(m) **Other Documents** – the Vendors and Purchaser shall deliver such other documents as may be necessary to complete the transactions provided for in this Agreement.

2.2 Place of Closing

The Closing shall take place on the Closing Date remotely at the offices of each of counsel to the Purchaser and counsel to the Company and Vendors or at such place as may be agreed upon by the Parties.

2.3 Tender

Any tender of documents under this Agreement shall be made upon the Parties or their respective counsel.

2.4 Taxes

Each Party to this Agreement shall be responsible for its own taxes resulting from the transactions contemplated herein.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of the Vendors

3.1 Incorporation and Power

(a) Each of Leeward, Dreams, One Way, Ice, Firesky and New Media severally represents and warrants to the Purchaser with respect to itself only that it is a company duly incorporated and validly existing under the laws of Belgium and has all necessary corporate power, authority and capacity to own its assets and to carry on its businesses as presently conducted.

(b) Each of Leeward, Sinvexa, Dreams, One Way, Ice, Firesky and New Media severally represents and warrants to the Purchaser with respect to itself only that it has full legal capacity and power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement and all necessary corporate or other action has been taken, or shall be taken prior to the Closing Date, by or on the part of it to authorize its execution and delivery of this Agreement, and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling its obligations hereunder.

(c) Each of Grunewald, Coppens, Vanbecelaere and Geysen hereby severally represents and warrants to the Purchaser with respect to himself only, that he has the legal capacity under the laws of Belgium to enter into this Agreement and to carry out his obligations under this Agreement.

3.2 Due Execution and Enforceability of Obligations

(a) Each of Leeward, Sinvexa, Dreams, One Way, Ice, Firesky and New Media severally represents and warrants to the Purchaser with respect to itself only that this Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, and other similar laws affecting enforceability of creditors' rights generally, and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(b) Each of Grunewald, Coppens, Vanbecelaere and Geysen hereby severally represents and warrants to the Purchaser with respect to himself only, that this Agreement is a legal, valid and binding obligation of him, enforceable against him in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, and other similar laws affecting enforceability of creditors' rights generally, and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

3.3 Absences of Conflict

Each of Leeward, Sinvexa, Dreams, One Way, Ice, Firesky and New Media severally represents and warrants to the Purchaser with respect to itself only that neither the execution, nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfilment of the terms and provisions of this Agreement shall conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under: (a) any of the constating documents or by-laws of it or any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which it is a party of or by which it is bound; or (b) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, Governmental Authority or regulatory body or by any creditor of it or any party to any agreement to which any of them is a party or by which any of them are bound, except as shall have been obtained prior to Closing.

3.4 Status of the Vendors and Right to Sell

(a) Each of the Vendors hereby severally represents and warrants to the Purchaser with respect to the Purchased Shares owned by such Vendor, that the Vendor is the sole registered and beneficial owner of the Purchased Shares set out opposite his or its name in the Disclosure Letter (indicated both as of the date hereof and upon the exercise of the anti-dilution clause pursuant to the 2014 Shareholders Agreement, if exercised in full by each of Grunewald and Coppens prior to the Closing), free and clear of all Encumbrances.

(b) Subject to the rights and obligations reflected in the 2014 Shareholders Agreement, each of the Vendors hereby severally represents and warrants to the Purchaser with respect to the Purchased Shares owned by such Vendor, that the Vendor has the exclusive right to dispose of his or its respective Purchased Shares as provided for in this Agreement and such disposition will not violate, contravene, breach or offend against or result in any default under any Contract, charter or by-law provision, Order, judgment, decree, licence, permit or Law, to which the Vendor is a party or subject or by which he or it is bound or affected. Other than as provided for in this Agreement and in the 2014 Shareholders Agreement, no Person (other than the Purchaser) has any right, option, agreement or arrangement capable of becoming an agreement for the acquisition of any of the Purchased Shares or any interest therein from the Vendor. The Purchased Shares owned by the Vendor are not subject to the terms of any shareholders agreement other than the 2014 Shareholders' Agreement, the terms of which will, conditional on Closing occurring, be exercised or waived and terminated by the Vendors prior to the Closing Date.

3.5 Residence of the Vendors

Each of the Vendors hereby severally represents and warrants to the Purchaser with respect to itself only that it is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

3.6 No Claims

Each of the Vendors hereby severally represents and warrants to the Purchaser with respect to itself only that there is no action, lawsuit, claim, proceeding, or investigation pending or, to the best knowledge of the Vendor, threatened against, relating to or affecting the Vendor before any court, government agency, or any arbitrator of any kind that would affect the transactions contemplated herein or the ability of the Purchaser to acquire full ownership rights of the Purchased Shares at Closing. The Vendor is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success; and there is not presently outstanding against the Vendor any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting the Vendor that would affect the transactions contemplated herein or the ability of the Purchaser to acquire full ownership rights of the Purchased Shares at Closing.

3.7 No Debt

With the exception of amounts owing to each of Coppenco Comm. V and IceVista BVBA at Closing pursuant to the terms and conditions of the Management Agreements (as further detailed in the Disclosure Letter), each of the Vendors hereby severally represents and warrants to the Purchaser, with respect to itself only, that all obligations, indebtedness and liabilities of the Company to the Vendor (whether direct or indirect, absolute or contingent, present or future, matured or not, extended or renewed, wheresoever and howsoever incurred, and whether the Company was bound alone or with others and whether as principal or surety) have been satisfied and paid in full and the Vendor releases and discharges the Company from any and all obligations, indebtedness and liabilities that may have been owing to the Vendor.

3.8 Regulatory Approvals

Each of the Vendors hereby severally represents and warrants to the Purchaser, with respect to itself only, that no approval, Order, consent of or filing with any Governmental Authority is required on the part of the Vendor, in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

B. Representations and Warranties of the Company

The Company represents and warrants to the Purchaser each of the matters set out below, effective as of the Closing Date.

3.9 Incorporation and Corporate Power

(a) The Company is a public limited liability company duly incorporated and validly existing under the laws of Belgium and has all necessary corporate power, authority and capacity to own its assets and to carry on the Business as presently conducted and is duly registered or otherwise qualified to carry on the Business in all jurisdictions in which the nature of its assets or business makes such registration or qualification necessary or advisable.

(b) No order has been made or resolution passed for the winding up of the Company and no such proceedings are pending or threatened, under any applicable company, insolvency, reorganization, or similar Laws. No petition has been presented and no order has been made for the liquidation, bankruptcy, judicial reorganization ("gerechtelijke reorganisatie" within the meaning of the "Wet van 31 januari 2009 betreffende de continuïteit van de ondernemingen") or any other similar (judicial or extra-judicial) arrangement with creditors of the Company. No basis exists for such liquidation, bankruptcy, judicial reorganization ("gerechtelijke reorganisatie" within the meaning of the "Wet van 31 januari 2009 betreffende de continuïteit van de ondernemingen") or such similar arrangement, including judicial liquidation, of the Company.

(c) The Company has full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement and all necessary corporate action has been taken, or shall be taken prior to the Closing Date, by or on the part of the Company to authorize its execution and delivery of this Agreement, and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling its obligations hereunder.

(d) Except as set out in the Disclosure Letter, the net assets of the Company are not reduced to an amount that is less than any threshold below which applicable Laws provide that directors may incur personal liability or must take measures with a view to the possible recapitalization of the Company or the dissolution of the Company may be requested.

3.10 Registration

Neither the nature of the Business nor the location or character of the assets owned or leased by the Company requires it to be registered, licensed or otherwise qualified as an extra-provincial or foreign corporation in any jurisdiction other than in Belgium where it is duly registered, licensed or otherwise qualified for such purpose and other than jurisdictions where the failure to be so registered, licensed or otherwise qualified does not have a Material Adverse Effect on the Company.

3.11 Due Execution and Enforceability of Obligations

This Agreement is a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, and other similar laws affecting enforceability of creditors' rights generally, and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

3.12 Absences of Conflict

Except as set out in the Disclosure Letter, neither the execution, nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfilment of the terms and provisions of this Agreement: (a) shall conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any of the constating documents or by-laws of the Company or any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which it is a party of or by which it is bound; or (b) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, Governmental Authority or regulatory body or by any creditor of the Company or any party to any agreement to which it is a party or by which it is bound, except as shall have been obtained prior to Closing.

There has been no sale, assignment, subletting, licensing or granting of any rights in or other disposition of or in respect of any of the Company's assets or any granting of any Contract or right capable of becoming an agreement or option for the purchase, assignment, subletting, licensing or granting of any rights in or other disposition of any of such assets other than pursuant to the provisions of, or as disclosed in, this Agreement.

3.13 Regulatory Approvals

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

3.14 Capitalization; Share Ownership

(a) The share capital of the Company amounts to €837,789.22 and is represented by 5,625 registered Purchased Shares without nominal value which are issued and outstanding as of the date hereof and there are no other equity securities of the Company that are issued and outstanding. All of the outstanding equity securities in the capital of the Company have been duly and validly issued and are outstanding as fully paid and non-assessable shares. Other than the Debentures or as otherwise provided for in this Agreement, no options, warrants or other rights to purchase shares or other securities of the Company and no securities or obligations convertible into or exchangeable for shares or other securities of the Company have been authorized or agreed to be issued or are outstanding.

(b) Since incorporation, the Company has not issued any options, warrants or other rights to purchase shares or other securities of the Company (or promised or committed to do so) other than the five warrants issued on July 24, 2013, all of which warrants were fully exercised on February 4, 2014 and March 26, 2014 and converted into shares in the Company on February 12, 2014 and March 31, 2014;

(c) Other than as provided in the Call Option, the 2014 Shareholders Agreement or provided for in this Agreement, to the knowledge of the Company, the transactions contemplated by this Agreement, including the sale and transfer of the Purchased Shares, are not subject to any right of first refusal or other right in favour of any Person under any Contract to which the Vendors or the Company is a party.

(d) The Company does not own or have any interest in, directly or indirectly, any shares or have an ownership interest in any other Person. The Company does not have any interest in any other Person and has no subsidiaries or Affiliates.

3.15 Shareholder Agreements

(a) The Call Option remains in full force and effect as re-confirmed in the 2014 Shareholders Agreement and there are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under such Call Option on the part of the Company or, to the knowledge of the Company, on the part of Grunewald, Coppens or Leeward. Conditional on the Closing occurring, the Call Option will be terminated prior to or concurrent with the Closing.

(b) The 2013 Shareholders Agreement has been replaced and superseded by the 2014 Shareholders Agreement.

(c) The 2014 Shareholders Agreement remains in full force and effect and unamended and there are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under such 2014 Shareholders Agreement on the part of the Company or, to the knowledge of the Company, on the part of the Vendors.

3.16 Management Agreements

The Management Agreements entered into by the Company remain in full force and effect and unamended and there are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under such agreements on the part of the Company. With the exception of certain amounts owing to each of Coppenco Comm. V and IceVista BVBA at Closing (as further detailed in the Disclosure Letter), the Company has complied with all of its obligations related to such agreements including, without limitation, the payment of all fees and other obligations. Immediately after payment of such amounts to each of Coppenco Comm. V and IceVista BVBA, the Management Agreements shall be terminated.

3.17 Service Agreements

The Company has complied with all of its obligations related to the execution and termination of any service agreements including, without limitation, the payment of all fees and other obligations thereunder and, at the Closing Time, there shall be no amounts outstanding under such agreements.

3.18 Financial Statements and Systems

(a) The certified annual accounts of the Company for the financial years ended December 31, 2013 and December 31, 2014 have been prepared in accordance with GAAP consistently applied and the unaudited financial statements for the interim period ending September 30, 2015 have been prepared by management of the Company and reviewed by the Company's accountant. In any event, the Financial Statements present fairly all of the assets, liabilities and financial position of the Company for the periods indicated and the sales, earnings, results of operation and changes in financial position of the Company for the periods indicated.

(b) The Company maintains systems of internal accounting and financial controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences; and (v) material information relating to the Company is made known to those within the Company responsible for the preparation of the financial statements during the period in which the financial statements have been prepared.

(c) No information, records or systems pertaining to the operation or administration of the Business are in the possession of, recorded, stored, maintained by or otherwise dependent upon any other Person.

3.19 Absence of Undisclosed Liabilities

(a) Except as disclosed in the Financial Statements, since September 30, 2015, the Company has not incurred any liabilities or obligations (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except for Accounts Payable and Accrued Liabilities.

(b) Except for the Debentures and except as set out in the Disclosure Letter, the Company does not have any outstanding bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever and the Company is not bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever.

(c) The Company is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.

(d) Other than as disclosed in the Disclosure Letter, the Financial Statements or pursuant to the Management Agreements, the Company is not indebted to: (i) any director, officer or shareholder of the Company; (ii) any individual related to any of the foregoing by blood, marriage or adoption; or (iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsections (i) and (ii) above; and none of those Persons referred to above is indebted to the Company.

3.20 Absence of Changes and Unusual Transactions

Except as disclosed in the Disclosure Letter or otherwise expressly set out in this Agreement, since September 30, 2015:

(a) there has not been any change in the financial condition, operations or prospects of the Company which has a Material Adverse Effect on the Company;

(b) there has not been any damage, destruction, loss, virus or denial of service attack, Information Technology failure, labour dispute, organizing drive, application for certification or other event, development or condition of any character (whether or not covered by insurance) which has a Material Adverse Effect on the Company;

(c) the Company has not transferred, assigned, sold or otherwise disposed of any of the assets shown or reflected in the Financial Statements or cancelled any debts or entitlements except, in each case, in the ordinary course of business;

(d) the Company has not incurred or assumed any obligation or liability (fixed or contingent), except those unsecured current obligations and liabilities incurred in the ordinary course of business;

(e) the Company has not discharged or satisfied any Encumbrance, or paid any obligation or liability (fixed or contingent) other than liabilities included in the Financial Statements and liabilities incurred since the date of the Financial Statements in the ordinary course of business;

(f) the Company has not suffered any unusual or extraordinary loss, waived or omitted to take any action in respect of any rights, or entered into any commitment or transaction not in the ordinary course of business where such loss, rights, commitment or transaction is or would be material in relation to the Company;

(g) the Company has not significantly altered or revised any of its accounting principles, procedures, methods or practices;

(h) the Company has not increased materially the compensation payable or to become payable to any of its officers, directors or Employees, or in any bonus payment to or arrangement made with any officer, director or Employee, or made any material changes in the terms of employment, personnel policies or employee benefits of the Company;

(i) no payments have been made or authorized by the Company to its officers, directors, Employees, shareholders or former directors, officers, Employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except with respect to those liabilities expressly disclosed herein, reflected in the Financial Statements or made in the ordinary course of business and at the regular rates payable to them of salary, pension, bonuses or other remuneration of any nature;

(j) the Company has not, directly or indirectly, engaged in any transaction, made any loan or entered into any arrangement with any officer, director, partner, shareholder, Employee (whether current or former or retired), consultant, independent contractor or agent of the Company;

(k) the Company has not, except for Permitted Encumbrances, created or permitted to exist any Encumbrance affecting any of its assets or property;

(l) the Company has not, directly or indirectly, declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of its shares and has not, directly or indirectly, purchased or otherwise acquired any of its shares;

(m) the Company has not entered into any long term Contract, arrangement or obligation not capable of being terminated with six months' notice or less, excluding customary contracts in the ordinary course of business;

(n) no resolution has been approved by the Company's board of directors or its shareholders' concerning any merger, split-up, split-off, contribution or sale of a division or a business as a whole or any other corporate restructuring, and no board meeting, shareholders' meeting or meeting of any other competent corporate body has been called for that purpose; and

(o) the Company has not authorized, agreed or otherwise become committed to do any of the foregoing.

3.21 Reserves and Accruals

The reserves and Accrued Liabilities disclosed on or reflected in the Financial Statements and on the Books and Records on the Company are recorded in amounts equal to the liabilities in respect of which they have been established.

3.22 Non-Arm's Length Transactions

No director or officer, former director or officer, shareholder or Employee of, nor any other Person not dealing at arm's length with the Company or any of the Vendors is currently engaged in any transaction or arrangement with or is a party to a Contract with, or has any indebtedness, liability or obligation to, the Company except for the Management Agreements, the loan to [redacted] (as further detailed in the Disclosure Letter) and the employment arrangements with Employees.

3.23 No Joint Venture Interests or Strategic Alliances

The Company is not is a party to a strategic alliance or co-operative agreement nor is it a partner, beneficiary, trustee, co-tenant, joint-venturer or otherwise a participant in any partnership, trust, joint venture, co-tenancy or similar jointly owned business undertaking and the Company does not have significant investment interests in any business owned or controlled by any third party.

3.24 Title to Assets

Except with respect to Leased Real Property, the Company is the sole legal and beneficial and (where its interests are registrable) the sole registered owner of all of its assets and interests in its assets, with good and valid title, free and clear of all Encumbrances including, without limitation, those assets acquired from Instruxion NV. The Company is not and has never been the legal or beneficial owner of any real property or real estate.

3.25 Condition of Property

All of the material Equipment and other physical assets of the Company are in good operating condition and in a state of good maintenance and repair, reasonable wear and tear excepted, and are adequate and sufficient for the continuing conduct of the Business as presently conducted. No other Person owns any assets which are being used in the Business, except for the Leased Real Property and personal property leased by the Company.

3.26 Location of the Assets

Except as set out in the Disclosure Letter, all of the assets of the Company are located on the Leased Real Property.

3.27 Collectability of Accounts Receivable

To the knowledge of the Company, the Accounts Receivable are good and collectible at the aggregate recorded amounts, except to the extent of any reserves and allowances for doubtful accounts provided for such Accounts Receivable in its Books and Records, and are not subject to any defence, counterclaim or set off.

3.28 Business in Compliance with Law

The Company is conducting and has always conducted the Business in material compliance with all applicable Laws of each jurisdiction in which the Business is carried on, is not currently in breach of any such Laws, except in each case where failure to do so would not result in a Material Adverse Effect on the Company. The Company does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than the Business.

3.29 Governmental Authorizations

The Company has all Governmental Authorizations required by the Company to enable it to carry on its Business in compliance with all Laws, except in each case where failure to do so would not result in a Material Adverse Effect on the Company. Such Governmental Authorizations are in full force and effect in accordance with their terms, and no event has occurred or circumstance exists that (with or without notice or lapse of time) may constitute or result in a violation of any such Governmental Authorization or give rise to an obligation on the part of the Company to undertake or bear any cost. No proceedings are pending or, to the knowledge of the Company, threatened, which could result in their revocation or limitation and all steps have been taken and filings made on a timely basis with respect to each Governmental Authorization and its renewal.

3.30 Restrictive Covenants

(a) The Company is not a party to or bound or affected by any Contract limiting the freedom of the Company to compete in any line of business or any geographic area, acquire goods or services from any supplier, establish the prices at which it may sell any goods or services, sell goods or services to any customer or potential customer, or transfer or move any of its assets or operations.

(b) Except as set out in the Disclosure Letter, there is no non-competition, exclusivity, or other similar agreement, commitment or understanding in place, whether written or oral, to which the Company or, to the knowledge of the Company, any director, officer, employee or consultant or any affiliate of such persons is a party or is otherwise bound that would now or hereafter, in any way limit the business or operations of the Company; (i) in a particular manner or to a particular locality or geographic region; or (ii) for a limited period of time.

3.31 Technology

(a) The Company either owns or has sufficient rights to all material Business Technology that are required for the operation and maintenance of its business. All applications for registration of such Business Technology were true and accurate at the time of filing. With respect to any filed patent applications, and to the extent required based upon the state of the applications as at the Closing Date, the Company and its representatives and attorneys have or will have at the Closing Date complied with the disclosure obligations to patent authorities under applicable legal requirements for disclosure of the principle of the invention and the best mode of practicing the invention known to the applicable inventors, and for the disclosure of prior art and other material information to governmental authorities (e.g., the duty of candor) and for a full and correct written description of each invention claimed therein and its operation, use and enablement;

(b) The Company is entitled to make, use, sell, transmit, display, copy, reproduce, develop, distribute, bundle, modify, create derivative works, market, license, sublicense and assign the Technology and to otherwise fully exploit the Owned Business Technology and all Intellectual Property in and to the Owned Business Technology and has sufficient right to use, sell and license the Business Technology and the Business Intellectual Property. With respect to each license or agreement by which the Company has obtained the rights to exploit, in any way, the Intellectual Property of any other person, including the rights to make, use, sell, transmit, display, copy, reproduce, develop, distribute, bundle, modify, create derivative works, market, license, sublicense or assign Intellectual Property or by which the Company has granted to any third party the right to so exploit Intellectual Property:

(i) such license or agreement is in full force and effect and is legal, valid, binding and enforceable in accordance with its terms, and represents the entire agreement between the parties thereto with respect to the subject matter thereof;

(ii) such license or agreement will not cease to be legal, valid, binding and enforceable and in full force and effect on the terms identical to those currently in effect as a result of the consummation of the transactions contemplated by this Agreement, nor will the consummation of the transactions contemplated by this Agreement constitute a breach or default under such license or agreement, or otherwise give any party thereto a right to terminate or amend such license or agreement;

(iii) with respect to each such license or agreement, (A) the Company has not received any notice of termination or cancellation under such license or agreement, and no party thereto has any right of termination or cancellation thereunder except in accordance with its terms, (B) the Company has not received any notice of a breach or default under such license or agreement which breach or default has not been cured, and (C) the Company has not granted to any other person any rights, adverse or otherwise, under such license or agreement;

(iv) no person has revoked the right of the Company to so exploit any Intellectual Property owned or controlled by such person, including any such Intellectual Property associated with or incorporated in the Company's Technology; and

(v) no other party to such license or agreement is in breach of default thereof and no event has occurred that, with notice or lapse of time would constitute such a breach or default or permit termination, modification or acceleration under such license or agreement;

(c) all registered Company trade-marks are valid, subsisting and enforceable against third parties and all right, title and interest therein, including all goodwill associated therewith, are solely owned by the Company. No third party has been granted any right or interest in or to the use of any Company trade-marks. To the best of its knowledge, use of the Company trade-marks in the conduct of its business does not violate or infringe any rights of third parties;

(d) all registrations and applications for registration for the patents, trade-marks and domain names are valid and subsisting, and are in good standing and enforceable against third parties and are recorded, maintained and renewed in the name of the Company in the appropriate offices to preserve the rights thereof and thereto. Without limitation, the Company has not received any registrar proceeding, third party oppositions, or notice of any action threatened, taken or pending to challenge the ownership of, or rights, titles or interests in or to, or the validity or enforceability of, or to suspend, cancel or disable any application or registration for, any the Company's Intellectual Property or the, and all fees to maintain the Intellectual Property of the Company and all fees to maintain such Intellectual Property including registration, maintenance and prosecution fees, and all invoices professional fees incurred in connection therewith, have been paid;

(e) all rights, licenses, titles and permissions to material third party Technology required for the operation and/or maintenance of the Business are in full force and effect and the Company is not in default of its obligations thereunder, except to the extent that any default or other matter referred to in this subsection does not have a Material Adverse Effect on the Company or the Company's rights under any such rights, licenses, titles or permissions, nor is any other party to any such rights, licenses, titles and permissions in default thereof, nor has the Company received any notice of any alleged or actual default by any other party to any such licenses and permissions;

(f) to the best of its knowledge, all Business Intellectual Property, or Intellectual Property associated with or incorporated in the Company's Technology, are subsisting, valid and enforceable and have not been abandoned, adjudged invalid or unenforceable in whole or in part. The Company has not received any advice or any opinion that the Technology, or any of its rights in and to the Technology, are invalid, infringe, or may infringe, the rights of third parties, or are unregisterable or unenforceable, in whole or in part;

(g) the Company is not currently aware of any third party, present or former employees, consultants, contractors or agents of the Company that: (i) is violating or infringing upon, or has violated or infringed upon at any time, any material right of the Company in or to their respective Intellectual Property rights in the Owned Business Intellectual Property (or to the knowledge of the Company, the Business Intellectual Property); or (ii) is breaching or has breached in any material respect at any time any duty or obligation, including without limitation any duty of confidentiality, non-disclosure, non-circumvention, non-solicitation or non-use, owed to the Company in respect of their respective Intellectual Property rights in the Owned Business Intellectual Property (or to the knowledge of the Company, the Business Intellectual Property). The Company has not received any actual notice from any third party alleging or otherwise claiming that the past and/or current activity or use by the Company of any of their respective Intellectual Property rights in the Owned Business Intellectual Property (or to the knowledge of the Company, the Business Intellectual Property) or the conduct of the Business violates or infringes upon the Intellectual Property rights of any third party;

(h) the Company has not granted any rights or licenses to the whole or to any part of the Business Intellectual Property that would restrict the ability of the Company to operate the Business in any jurisdiction in which the Business is currently operated, nor materially restrict the ability of the Company to operate the Business in any jurisdiction;

(i) the Company has taken all actions that they are contractually obligated to take, and all actions that are customary and reasonable, to (i) protect the confidentiality of the Owned Business Technology and the Intellectual Property rights in and to the Owned Business Technology, and, (ii) to the extent possible, protect the confidentiality of the Business Technology and the Intellectual Property rights in and to the Business Technology;

(j) with respect to all the Owned Business Technology consisting of computer programs which are materially required for the operation of the Business (the "**Computer Programs**"):

(i) the Company maintains sufficient machine-readable master reproducible copies, sufficient source code listings and sufficient technical documentation, including sufficient programmer's remarks, user aides, training materials and maintenance materials, for the most current releases or versions of all such Technology and for all earlier releases or versions thereof currently being supported by them;

(ii) the machine-readable copy of all such programs substantially conforms to the corresponding source code listing;

(iii) such programs can be maintained and modified by reasonably competent programmers familiar with the applicable programming language, hardware and operating systems;

(iv) subject to the inherent limitations in all software development, all such computer programs are in proper working order and are not subject to any defects, bugs, or loss of functionality that materially impair the performance thereof, as such functionality is described in the Company's current software documentation, and all maintenance on all such computer programs is current; and

(v) all such computer programs were designed to and do work effectively and efficiently with the versions of operating systems described in the Company's current software documentation;

(k) there is no legal, governmental or regulatory prohibition or restriction on the use of the Owned Business Intellectual Property or, to the knowledge of the Company on the use of the Business Intellectual Property; and

(l) except as set out in the Disclosure Letter, all individuals who have worked on, programmed or developed a material portion of the Owned Business Technology, in whole or in part, or who have programmed or developed improvements or enhancements thereto or derivations therefrom, or who have created, conceived, invented or reduced to practice any inventions related to the Owned Business Technology (collectively, "**Developers**"), have executed written and binding agreements with the Company providing that such Developers have assigned and will assign to the Company, as the case may be, all Intellectual Property rights in and to the Company's Technology and that any moral rights have been and will be waived.

3.32 Leased Real Property

(a) The Disclosure Letter sets forth complete details of the Leased Real Property including: (i) municipal address; (ii) legal description; and (iii) a description of all Real Property Leases including details of parties thereto and dates of documents.

(b) There are no Contracts between the landlord and tenant, or sublandlord and subtenant, or other relevant parties relating to the use and occupation of any Leased Real Property (or part thereof), other than as contained in the Real Property Leases.

(c) There are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under the Real Property Leases on the part of the Company.

(d) All interests held by the Company as lessee or occupant under any of the Real Property Leases are free and clear of all Encumbrances other than Permitted Encumbrances.

(e) The Company does not have an option, right of first refusal or other right relating to any Leased Real Property (or part thereof), other than as set out in the Real Property Leases.

(f) The Improvements are in good condition, repair and proper working order, having regard to their use and age and such assets have been properly and regularly maintained.

(g) No Person other than the Company is using or has any right to use, or is in possession or occupancy of, any Leased Real Property (or part thereof).

(h) The Company has not received any notification of, and the Company has no knowledge of, any outstanding or incomplete work orders, deficiency notices or other current non-compliance with Laws relating to any Leased Real Property (or part thereof).

(i) The current uses of the Leased Real Property (or part thereof) are permitted under current zoning and land use regulations and Laws. The Company has no knowledge of any proposed or pending changes to any zoning regulation or official plan affecting such Leased Real Property.

(j) No part of any Leased Real Property is subject to any building or use restriction that restricts or would restrict or prevent the use and operation of any such Leased Real Property as it has been used or operated in the ordinary course in the past by the Company or is located in a flood plain or is subject to flooding.

(k) No Improvements encroach on real property not forming part of any Leased Real Property and no buildings, structures or other improvements on adjoining lands encroach upon any Leased Real Property (or part thereof).

(l) The Company has no knowledge of any expropriation or condemnation or similar proceeding pending or threatened against any Leased Real Property (or part thereof).

(m) All municipal levies, local improvements, imposts and permit fees due and payable by the Company prior to the Closing Date have been or shall be paid by the Company as at the Closing Date.

(n) There are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under the Permitted Encumbrances on the part of the Company or on the part of any other party to such Permitted Encumbrances.

3.33 Environmental Matters

(a) To the best of its knowledge: (i) the Company is not in material violation of any Environmental Laws; (ii) the Company has operated Business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without material violation of Environmental Laws; and (iii) the Company holds all material licences, permits and approvals required under any Environmental Laws in connection with the operation of the Business and the ownership and use of its assets, and all such licenses, permits and approvals are in full force and effect

(b) None of the Company, or any of its respective operations has been or is now the subject of any Environmental Order, nor does the Company have any knowledge of any investigation or evaluation commenced or threatened as to whether any such Environmental Order is necessary nor has any threat of any such Environmental Order been made. The Company has not received any notice of any Environmental Order or any notice of intention to issue an Environmental Order nor are there any circumstances which could reasonably be expected to result in the issuance of any such Environmental Order.

(c) The Company is not currently being prosecuted for nor has been prosecuted for or convicted of any offence under any Environmental Law, nor has the Company been found liable in any proceeding or been required by any Environmental Order to pay any fine, penalty, damages, costs, expenses, amount or judgment to any Person as a result of any Release or threatened Release or as a result of the breach or contravention of any Environmental Law, and to the knowledge of the Company, there is no basis for any such proceeding or action. The Company has not received any Claim, summons or charge or any notice of any violation or Claim under or alleging any contravention of any Environmental Law or any notice of any intention to issue any Claim, summons, charge or notice of violation or contravention of any Environmental Law.

(d) The Company has not given or agreed to give, or is a party to or bound by, any financial assurance, guarantee, surety or indemnity in respect of Environmental Approvals, Environmental Orders or any other matter relating to the Environment.

3.34 Employment Matters

(a) The Disclosure Letter sets forth a complete and accurate list of the Employees as of October 31, 2015 together with their titles, service dates and terms of employment, including current wages, salaries or hourly rate of pay, benefits, vacation entitlement, commissions and bonus (whether monetary or otherwise) or other compensation paid since the beginning of the most recently completed fiscal year or payable to each such Employee and the date upon which each such term of employment became effective if it became effective in the 12 month period prior to the date of this Agreement. The Disclosure Letter also lists Employees on inactive status, including lay-off, short-term disability leave, long-term disability leave, pregnancy and parental leave or other extended absences, or receiving benefits pursuant to workers' compensation legislation, and specifies the last date of active employment, the reason for the absence and the expected date of return of each such Employee.

(b) Current and complete copies of all Employment Contracts or, where oral, written summaries of the terms thereof, have been delivered or made available to the Purchaser in the Data Room. Except for those Employment Contracts provided in the Data Room, there are no Employment Contracts which are not terminable on the giving of reasonable notice in accordance with applicable Law, nor are there any Employment Contracts providing for cash, other compensation, benefits or contingent rights on Closing. To the knowledge of the Company, no executive employed by the Company has any plans to terminate his or her employment.

(c) The Company has complied with all of its obligations related to the Employment Contracts including, without limitation, the payment of all social security contributions, withholding taxes on salary obligations, respecting work conditions, salary obligations, special expatriate status, notice periods, severance payments and other termination obligations, etc.

(d) There are no Claims, pending Claims nor, to the knowledge of the Company, threatened Claims pursuant to any Laws relating to the Employees or former employees, including employment standards, human rights, labour relations, occupational health and safety, workers' compensation, pay equity or employment equity. To the knowledge of the Company, nothing has occurred which might lead to a Claim under any such Laws. There are no outstanding decisions, Orders or settlements or pending settlements which place any obligation upon the Company to do or refrain from doing any act.

(e) All current assessments under workers' compensation legislation in relation to the Company and all of its respective contractors and subcontractors have been paid or accrued. The Company has not been nor is it subject to any additional or penalty assessment under such legislation which has not been paid nor has it been given notice of any audit.

(f) There are no outstanding inspection Orders or written equivalent made under any occupational health and safety legislation which relate to the Company. There have been no fatal or critical accidents in the last three years. To the knowledge of the Company, there are no materials present in the assets owned or used by the Company or conditions present in the businesses conducted by the Company, exposure to which could result in a disease caused by employment or peculiar to or characteristic of such materials or conditions or characteristic of a particular industrial process, trade or occupation. The Company has complied in all respects with any Orders issued under any occupational health and safety legislation. There are no appeals of any Orders under any occupational health and safety legislation against the Company which are currently outstanding.

(g) The Company does not use, nor has at any time used, the services of any individual or legal entity recorded as self-employed in circumstances where in reality such individual or the individual who provides or provided those services on behalf of the legal entity is or may reasonably be regarded as an Employee.

3.35 Collective Agreements

(a) No Union has bargaining rights in respect of the Company or any Employees.

(b) The Company is not a party to or bound by, either directly or indirectly, voluntarily or by operation of law, any Collective Agreement.

(c) There are no outstanding or, to the knowledge of the Company, threatened unfair labour practices, complaints or applications relating to any Union, including any proceedings which could result in certification of a Union as bargaining agent for any Employees, and there have not been any such proceedings since inception of the Company.

(d) There are no current threatened or apparent Union organizing activities involving the Company or any Employees.

3.36 Pension and Other Benefit Plans

The Company does not have, and has never had, or provide, and has never provided, any Pension Plans or Benefit Plans.

3.37 Insurance

The Company maintains such policies of insurance, issued by responsible insurers, as are appropriate to its operations, property and assets, in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses, properties and assets. All such policies of insurance are in full force and effect and the Company is not in default, as to the payment of premiums or otherwise, under the terms of any such policy.

3.38 Material Contracts

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

(b) True and complete copies of the Material Contracts have been posted to the Data Room and there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any such Material Contracts.

3.39 Litigation

(a) There are no Claims, investigations or other proceedings, including appeals and applications for review, in progress, or, to the knowledge of the Company, pending or threatened against or relating to the Company before any Governmental Authority, which, if determined adversely to the Company, would, (i) have a Material Adverse Effect on the Company; (ii) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement; or (iii) delay, restrict or prevent the Vendors or the Company from fulfilling any of their respective obligations set out in this Agreement or arising from this Agreement, and the Company has no knowledge of any existing ground on which any such action, suit, litigation or proceeding might be commenced with any reasonable likelihood of success.

(b) There is no judgment, decree, injunction, rule or Order of any Governmental Authority or arbitrator outstanding against the Company. The Purchaser has been provided with copies of all of the audit response letters from all counsel to the Company since inception. The Company has not undergone, or is currently undergoing, any audit, review, inspection, investigation, survey or examination of records by a Governmental Authority relating to the Business.

3.40 Tax Matters

(a) The Company has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Authority and has duly, completely and correctly reported all income and all other amounts and information required to be reported thereon.

(b) The Company has duly and timely paid all Taxes, including all instalments on account of Taxes for the current year that are due and payable by it whether or not assessed by the appropriate Governmental Authority. Provision has been made in the Financial Statements for amounts at least equal to the amount of all Taxes owing by the Company that were not yet due and payable by the date of the Financial Statements and that relate to periods ending on or prior to the date of the Financial Statements.

(c) The Company has not requested, offered to enter into or entered into any agreement or other arrangement, or executed any waiver, providing for any extension of time within which (i) to file any Tax Return covering any Taxes for which the Company is or may be liable; (ii) to file any elections, designations or similar filings relating to Taxes for which the Company is or may be liable; (iii) the Company is required to pay or remit any Taxes or amounts on account of Taxes; or (iv) any Governmental Authority may assess or collect Taxes for which the Company is or may be liable.

(d) The Company has not made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns that has effect for any period ending after the Closing Date.

(e) All income, sales (including goods and services, harmonized sales and provincial or territorial sales) and capital tax liabilities of the Company have been assessed by the relevant Governmental Authorities and notices of assessment have been issued to each such entity by the relevant Governmental Authorities for all taxation years or periods ending prior to and including the taxation year or period ended December 31, 2014.

(f) There are no proceedings, investigations, audits or Claims now pending or threatened against the Company in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes.

(g) The Company has duly and timely withheld all Taxes and other amounts required by Law to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any Employee, officer or director and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by Law to be remitted by it.

(h) The Company has duly and timely charged and collected all amounts on account of any Taxes required by Law on any sale, supply or delivery whatsoever, made by the Company and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by Law to be remitted by it.

(i) The Company is a non-resident of Canada for purposes of the *Income Tax Act* (Canada) and is a resident of Belgium for purposes of the tax laws of Belgium.

(j) The Company will not be required to include any material item of income in, or exclude any material item of deduction from, its taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any of the following: (A) change in method of accounting for a taxable period ending on or prior to the Closing Date, (B) closing agreement with a Taxing Authority executed on or prior to the Closing Date, (C) intercompany transactions or any excess loss account relating to periods prior to the

Closing Date, (D) installment sale or open transaction disposition made on or prior to the Closing Date, or (E) prepaid amount received on or prior to the Closing Date.

3.41 Books and Records

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

3.42 Corporate Records

(a) The constating documents of the Company, including any and all amendments, have been delivered or made available to the Purchaser and such constating documents as so amended are in full force and effect and no amendments are being made to them.

(b) The corporate records and minute books for the Company have been delivered or made available to the Purchaser or its counsel. The minute books include complete and accurate minutes of all meetings of the directors or shareholders for the Company, as applicable, held to date or resolutions passed by the directors or shareholders on consent, since the date of its incorporation. The share certificate book, register of shareholders, register of transfers and register of directors for the Company, are complete and accurate.

3.43 Third Party Consents

All notifications, approvals and consents required to be obtained by the Company or the Vendors in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement have been obtained, except in each case where failure to provide such notification or obtain such approval or consent would not result in a Material Adverse Effect on the Company.

3.44 Personal Information

The Company has at all times complied with all applicable Laws with respect to the security, collection, use, disclosure, transfer or any other form of processing of Personal Information and has taken all appropriate technological and procedural measures to protect Personal Information from destruction and unlawful or unauthorized access or disclosure. The Company has not received any complaints from data subjects or any Governmental Authorities regarding its information or data processing practices or the disclosure, retention or misuse of Personal Information.

3.45 Powers of Attorney

Other than the power of attorney granted to Grunewald for the Company's bank account with BNP Paribas Fortis NV, the Company has not granted any powers of attorney.

3.46 Advisors

No broker, investment banker, financial advisor or other Person is entitled to any brokerage commission, finder's fee, financial advisor's or other like payment (other than legal fees) in connection with the transactions contemplated in this Agreement based upon arrangements made by or on behalf of the Vendors or the Company.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Company and the Vendors each of the matters set out below, effective as at the Closing Date:

4.1 Incorporation and Corporate Power

(a) The Purchaser is a corporation duly incorporated and validly existing under the laws of British Columbia and has all necessary corporate power, authority and capacity to own its assets and to carry on its business as presently conducted and is duly registered or otherwise qualified to carry on business in all jurisdictions in which the nature of its assets or business makes such registration or qualification necessary or advisable.

(b) The Purchaser has full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement and all necessary corporate action has been taken, or shall be taken prior to the Closing Date, by or on the part of the Purchaser to authorize its execution and delivery of this Agreement, and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling its obligations hereunder.

4.2 Registration

Neither the nature of the Purchaser's business nor the location or character of the assets owned or leased by the Purchaser requires it to be registered, licensed or otherwise qualified as an extra-provincial or foreign corporation in any jurisdiction other than in British Columbia where it is duly registered, licensed or otherwise qualified for such purpose and other than jurisdictions where the failure to be so registered, licensed or otherwise qualified does not have a Material Adverse Effect on the Purchaser.

4.3 Due Execution and Enforceability of Obligations

This Agreement is a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, and other similar laws affecting enforceability of creditors' rights generally, and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

4.4 Absences of Conflict

Neither the execution, nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfilment of the terms and provisions of this Agreement: (a) shall conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any of the constating documents or by-laws of the Purchaser or any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which it is a party of or by which it is bound; or (b) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, Governmental Authority or regulatory body or by any creditor of the Purchaser or any party to any agreement to which it is a party or by which it is bound, except as shall have been obtained prior to Closing.

There has been no sale, assignment, subletting, licensing or granting of any rights in or other disposition of or in respect of any of the Purchaser's assets or any granting of any Contract or right capable of becoming an agreement or option for the purchase, assignment, subletting, licensing or granting of any rights in or other disposition of any of such assets other than pursuant to the provisions of, or as disclosed in, this Agreement.

4.5 Regulatory Approvals

Other than the approval of the Exchange and applicable filings with securities regulatory authorities, no approval, Order, consent of or filing with any Governmental Authority is required on the part of the Purchaser, in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the consummation of the transactions contemplated hereunder or under the other agreements contemplated in this Agreement.

4.6 Capitalization; Share Ownership

(a) The authorized capital of the Purchaser consists of an unlimited number of Purchaser Shares, of which 16,782,068 Purchaser Shares are issued and outstanding as of the date hereof. All of the outstanding securities in the capital of the Purchaser have been duly and validly issued and are outstanding as fully paid and non-assessable shares. Other than warrants to acquire an aggregate of 14,833,333 Purchaser Shares at a price of $0.10 per share until January 31, 2017, no options, warrants or other rights to purchase shares or other securities of the Purchaser and no securities or obligations convertible into or exchangeable for shares or other securities of the Purchaser have been authorized or agreed to be issued or are outstanding.

(b) The transactions contemplated by this Agreement are not subject to any right of first refusal or other right in favour of any Person under any Contract to which the Purchaser is a party.

(c) The Purchaser does not own or have any interest in, directly or indirectly, any shares or have an ownership interest in any other Person. The Purchaser does not have any interest in any other Person and has no subsidiaries or Affiliates.

4.7 Litigation

There are no Claims, investigations or other proceedings, including appeals and applications for review, in progress or, to the knowledge of the Purchaser, pending or threatened against or relating to the Purchaser, before any Governmental Authority, which, if determined adversely to the Purchaser, would, (a) prevent the Purchaser from issuing the Purchaser Shares to the Vendors as contemplated by this Agreement; (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Shares or the issuance of any part of the Purchaser Shares as contemplated by this Agreement; or (c) delay, restrict or prevent the Purchaser from fulfilling any of its obligations set out in this Agreement or arising from this Agreement, and the Purchaser has no knowledge of any existing ground on which any such action, suit, litigation or proceeding might be commenced with any reasonable likelihood of success.

4.8 Valid Issuance of Purchaser Shares

The Purchaser Shares, when issued and delivered in accordance with the terms set forth herein, will be validly issued, fully paid and non-assessable and free of restrictions on transfer other than restrictions on transfer under applicable Laws or as otherwise mandated by the Exchange.

4.9 No Other Agreements to Purchase

Except as contemplated under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for:

(a) the purchase or acquisition from the Purchaser of any securities of the Purchaser; or

(b) the purchase, subscription, allotment or issuance of any of the unissued shares or other securities of the Purchaser.

4.10 Books and Records

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

4.11 Corporate Records

(a) The constating documents of the Purchaser, including any and all amendments, have been delivered or made available to the Company or its counsel, and are in full force and effect and no amendments are being made to them.

(b) The corporate records and minute books for the Purchaser have been delivered or made available to the Company or its counsel. The minute books include complete and accurate minutes of all meetings of the directors or shareholders for the Purchaser, as applicable, held to date or resolutions passed by the directors or shareholders on consent, since the date of its incorporation. The share certificate book, register of shareholders, register of transfers and register of directors for the Purchaser, are materially complete and accurate.

4.12 Financial Statements and Systems

(a) The Purchaser Financial Statements have been prepared in accordance with IFRS consistently applied and present fairly all of the assets, liabilities and financial position of the Purchaser for the periods indicated and the sales, earnings, results of operation and changes in financial position of the Purchaser for the periods indicated.

(b) The Purchaser maintains systems of internal accounting and financial controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements in conformity with IFRS and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences; and (v) material information relating to the Purchaser is made known to those within the Purchaser responsible for the preparation of the financial statements during the period in which the financial statements have been prepared.

(c) No information, records or systems pertaining to the operation or administration of the Purchaser's business are in the possession of, recorded, stored, maintained by or otherwise dependent upon any other Person.

4.13 Public Disclosure

Since January 1, 2014, to the knowledge of the Purchaser, the Purchaser has filed all required forms, reports and documents (collectively, the "**Public Disclosure**") with the applicable Canadian regulatory authorities having jurisdiction. None of the Public Disclosure filed by the Purchaser with the applicable Canadian securities regulatory authorities having jurisdiction, at the time filed or as subsequently amended, contained any misrepresentation or any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

4.14 Absence of Undisclosed Liabilities

(a) Except for the Purchaser Liabilities or as disclosed in the Purchaser Financial Statements, the Purchaser has not incurred any liabilities or obligations (whether accrued, absolute, contingent or otherwise), which continue to be outstanding.

(b) Except for the Purchaser Liabilities or as disclosed in the Purchaser Financial Statements, the Purchaser does not have any outstanding bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever and the Purchaser is not bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever.

(c) The Purchaser is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.

(d) Except for the Purchaser Liabilities or as disclosed in the Purchaser Financial Statements, the Purchaser is not indebted to: (i) any director, officer or shareholder of the Purchaser; (ii) any individual related to any of the foregoing by blood, marriage or adoption; or (iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsections (i) and (ii) above; and none of those Persons referred to above is indebted to the Purchaser.

4.15 Absence of Changes and Unusual Transactions

Except for the Purchaser Liabilities, as disclosed in the Purchaser Financial Statements or otherwise expressly set out in this Agreement, since June 30, 2015:

(a) there has not been any change in the financial condition, operations or prospects of the Purchaser which has a Material Adverse Effect on the Purchaser;

(b) the Purchaser has not transferred, assigned, sold or otherwise disposed of any of the assets shown or reflected in the Purchaser Financial Statements or cancelled any debts or entitlements except, in each case, in the ordinary course of business;

(c) the Purchaser has not incurred or assumed any obligation or liability (fixed or contingent), except for the Purchaser Liabilities, those disclosed in the Purchaser Financial Statements or unsecured current obligations and liabilities incurred in the ordinary course of business;

(d) the Purchaser has not discharged or satisfied any Encumbrance, or paid any obligation or liability (fixed or contingent) other than liabilities included in the Purchaser Financial Statements and liabilities incurred since the date of the Purchaser Financial Statements in the ordinary course of business;

(e) other than as reflected in the Public Disclosure, the Purchaser has not suffered any unusual or extraordinary loss, waived or omitted to take any action in respect of any rights, or entered into any commitment or transaction not in the ordinary course of business where such loss, rights, commitment or transaction is or would be material in relation to the Purchaser;

(f) the Purchaser has not significantly altered or revised any of its accounting principles, procedures, methods or practices;

(g) no payments have been made or authorized by the Purchaser to its officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein or reflected in the Purchaser Financial Statements;

(h) the Purchaser has no employees and has not hired or dismissed any employees;

(i) the Purchaser has not, directly or indirectly, engaged in any transaction, made any loan or entered into any arrangement with any officer, director, partner, shareholder, employee (whether current or former or retired), consultant, independent contractor or agent of the Purchaser;

(j) the Purchaser has not, directly or indirectly, declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of its shares and has not, directly or indirectly, purchased or otherwise acquired any of its shares; and

(k) the Purchaser has not authorized, agreed or otherwise become committed to do any of the foregoing.

4.16 Non-Arm's Length Transactions

Except for the Purchaser Liabilities, no director or officer, former director or officer, shareholder or employee of, nor any other Person not dealing at arm's length with the Purchaser is currently engaged in any transaction or arrangement with or is a party to a Contract with, or has any indebtedness, liability or obligation to, the Purchaser.

4.17 Purchaser's Business

The Purchaser has previously conducted its business in material compliance with all applicable Laws of each jurisdiction in which it carried on business except in each case where failure to do so would not result in a Material Adverse Effect on the Company. The Purchaser does not currently operate or engage in any business activities, operations or management of any nature or kind whatsoever.

4.18 Restrictive Covenants

(a) The Purchaser is not a party to or bound or affected by any Contract limiting the freedom of the Purchaser to compete in any line of business or any geographic area, acquire goods or services from any supplier, establish the prices at which it may sell any goods or services, sell goods or services to any customer or potential customer, or transfer or move any of its assets or operations.

(b) There is no non-competition, exclusivity, or other similar agreement, commitment or understanding in place, whether written or oral, to which the Purchaser or, to the knowledge of the Purchaser, any director, officer, employee or consultant or any affiliate of such persons is a party or is otherwise bound that would now or hereafter, in any way limit the business or operations of the Purchaser; (i) in a particular manner or to a particular locality or geographic region; or (ii) for a limited period of time.

4.19 Environmental Matters

(a) To the best knowledge and belief of the Purchaser: (i) the Purchaser is not in material violation of any Environmental Laws; (ii) the Purchaser has previously operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without material violation of Environmental Laws; and (iii) the Purchaser held all material licences, permits and approvals required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets.

(b) None of the Purchaser, or any of its operations has been or is now the subject of any Environmental Order, nor does the Purchaser have any knowledge of any investigation or evaluation commenced or threatened as to whether any such Environmental Order is necessary nor has any threat of any such Environmental Order been made. The Purchaser has not received any notice of any Environmental Order or any notice of intention to issue an Environmental Order nor are there any circumstances which could reasonably be expected to result in the issuance of any such Environmental Order.

(c) The Purchaser is not currently being prosecuted for nor has been prosecuted for or convicted of any offence under any Environmental Law, nor has the Purchaser been found liable in any proceeding or been required by any Environmental Order to pay any fine, penalty, damages, costs, expenses, amount or judgment to any Person as a result of any Release or threatened Release or as a result of the breach or contravention of any Environmental Law, and to the knowledge of Purchaser, there is no basis for any such proceeding or action. The Purchaser has not received any Claim, summons or charge or any notice of any violation or Claim under or alleging any contravention of any Environmental Law or any notice of any intention to issue any Claim, summons, charge or notice of violation or contravention of any Environmental Law.

(d) The Purchaser has not given or agreed to give, or is a party to or bound by, any financial assurance, guarantee, surety or indemnity in respect of Environmental Approvals, Environmental Orders or any other matter relating to the Environment.

4.20 Employment

(a) The Purchaser does not have any employees.

(b) There are no Claims, pending Claims nor, to the knowledge of the Purchaser, threatened Claims pursuant to any Laws relating to any former employees, including employment standards, human rights, labour relations, occupational health and safety, workers' compensation, pay equity or employment equity. To the knowledge of the Purchaser, nothing has occurred which might lead to a Claim under any such Laws. There are no outstanding decisions, Orders or settlements or pending settlements which place any obligation upon the Purchaser to do or refrain from doing any act.

(c) All current assessments under workers' compensation legislation in relation to the Purchaser and all of its respective contractors and subcontractors have been paid or accrued. The Purchaser has not been nor is it subject to any additional or penalty assessment under such legislation which has not been paid nor has it been given notice of any audit.

4.21 Tax Matters

(a) The Purchaser has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Authority and has duly, completely and correctly reported all income and all other amounts and information required to be reported thereon.

(b) The Purchaser has duly and timely paid all Taxes, including all instalments on account of Taxes for the current year that are due and payable by it whether or not assessed by the appropriate Governmental Authority. Provision has been made in the Purchaser Financial Statements for amounts at least equal to the amount of all Taxes owing by the Purchaser that were not yet due and payable by the date of the Purchaser Financial Statements and that relate to periods ending on or prior to the date of the Purchaser Financial Statements.

(c) The Purchaser has not requested, offered to enter into or entered into any agreement or other arrangement, or executed any waiver, providing for any extension of time within which (i) to file any Tax Return covering any Taxes for which the Purchaser is or may be liable; (ii) to file any elections, designations or similar filings relating to Taxes for which the Purchaser is or may be liable; (iii) the Purchaser is required to pay or remit any Taxes or amounts on account of Taxes; or (iv) any Governmental Authority may assess or collect Taxes for which the Purchaser is or may be liable.

(d) The Purchaser has not made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns that has effect for any period ending after the Closing Date.

(e) All income, sales (including goods and services, harmonized sales and provincial or territorial sales) and capital tax liabilities of the Purchaser have been assessed by the relevant Governmental Authorities and notices of assessment have been issued to each such entity by the relevant Governmental Authorities for all taxation years or periods ending prior to and including the taxation year or period ended December 31, 2014.

(f) There are no proceedings, investigations, audits or Claims now pending or threatened against the Purchaser in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes.

(g) The Purchaser has duly and timely withheld all Taxes and other amounts required by Law to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employee, officer or director and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by Law to be remitted by it.

(h) The Purchaser has duly and timely collected all amounts on account of any sales or transfer taxes required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by Law to be remitted by it.

(i) The Purchaser is a resident of Canada for purposes of the *Income Tax Act* (Canada).

4.22 Third Party Consents

Other than any required regulatory approvals, including Exchange approval for listing of the Purchaser Shares issuable in connection with the terms of this Agreement and the continued listing of the Purchaser on the Exchange, no other notifications, approvals and consents are required to be obtained by the Purchaser in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

4.23 Advisors

No broker, investment banker, financial advisor or other Person is entitled to any brokerage commission, finder's fee, financial advisor's or other like payment (other than legal fees) in connection with the transactions contemplated in this Agreement based upon arrangements made by or on behalf of the Purchaser.

ARTICLE 5
COVENANTS

5.1 Affirmative Covenants of the Purchaser

The Purchaser covenants and agrees with the Company and each of the Vendors that, unless otherwise contemplated herein, the Purchaser shall:

(a) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required) consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any Governmental Authority having jurisdiction;

(b) upon the Purchaser receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, promptly disclose such information in writing to the Company;

(c) in consultation with the Company, forthwith obtain all necessary regulatory approvals, including Exchange approval for listing of the Purchaser Shares issuable in connection with the terms of this Agreement and the continued listing of the Purchaser on the Exchange, and shall make all submissions, prepare all press releases and circulars and make all notifications required with respect to the transactions contemplated herein and the issuance of the Purchaser Shares as contemplated hereunder;

(d) take all steps necessary to make proper disclosure within such time as required by any regulatory authority, and any other applicable statutes and Laws concerning this Agreement and the transactions contemplated herein;

(e) use its best efforts to maintain its status as a reporting issuer in each of British Columbia, Alberta and Ontario and its listing on the Exchange;

(f) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder to the extent the same is within its control and 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 transactions contemplated herein, including using its reasonable commercial efforts to:

  (i) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable Laws;

  (ii) effect all necessary registrations and filings and submissions of information requested by governmental entities or the Exchange required to be effected by it in connection with the transactions contemplated herein and participate and appear in any proceedings of any Party before governmental entities or the Exchange in connection with the transactions contemplated herein;

  (iii) oppose, 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 consummate, the transactions contemplated hereby;

  (iv) fulfill all conditions and satisfy all provisions of this Agreement;

  (v) cooperate with the other Parties to this Agreement in connection with the performance by it of its obligations hereunder; and

  (vi) 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 transactions contemplated herein; and

(g) validly issue the Purchaser Shares to be issued hereunder as fully paid and non-assessable common shares in the capital of the Purchaser, free and clear of all Encumbrances.

5.2 Negative Covenants of the Purchaser

Except as contemplated by this Agreement, the Purchaser covenants and agrees with the Company and the Vendors that it shall not, without the written consent of the Company, such consent not to be unreasonably withheld, during the Interim Period:

(a) issue any equity securities or debt securities;

(b) incur any debt, except with respect to Purchaser's Transaction Expenses;

(c) declare or pay any dividends or distribute any of its properties or assets to shareholders;

(d) enter into any material contract;

(e) alter or amend its constating documents;

(f) engage in any business enterprise or other activity;

(g) redeem, purchase or offer to purchase any of its shares or other securities;

(h) acquire, directly or indirectly, any assets, including but not limited to securities of other companies;

(i) incur or commit to incur any indebtedness for borrowed money or issue any debt securities; or

(j) approve, authorize or implement any change to the business, financial condition or management of the Purchaser.

5.3 Affirmative Covenants of the Vendors

Each of the Vendors hereby severally covenants and agrees with the Purchaser that, unless otherwise contemplated herein, such Vendor shall:

(a) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required) consents of all other Persons to the transactions involving such Vendor as contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any Governmental Authority having jurisdiction;

(b) upon receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, promptly disclose such information in writing to the Purchaser;

(c) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder to the extent the same is within its control and 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 transactions contemplated hereby, including using its reasonable commercial efforts to:

   (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;

   (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable Laws;

   (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities or the Exchange required to be effected by it in connection with the transactions contemplated hereunder and participate and appear in any proceedings of any Party before governmental entities or the Exchange in connection with the transactions contemplated hereunder;

   (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop, or otherwise adversely affecting the ability of it to consummate, the transactions contemplated hereby;

   (v) fulfill all conditions and satisfy all provisions of this Agreement;

   (vi) cooperate with the other Parties to this Agreement in connection with the performance by it of its obligations hereunder; and

   (vii) 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 transactions contemplated hereunder;

(d) on or before the Closing Date, assign (and, if applicable, cause its shareholders to assign) any and all Intellectual Property rights in and to the Company's Technology to the Company, all on terms and conditions satisfactory to the Purchaser, acting reasonably;

(e) on or before the Closing Date but conditional on Closing occurring in accordance with the terms of this Agreement, waive the application of the 2014 Shareholders Agreement as it relates to any or all of the transactions contemplated by this Agreement and terminate the 2014 Shareholders Agreement (with the exception of the exercise or termination by Grunewald and Coppens of their anti-dilution rights as contemplated by the 2014 Shareholders Agreement immediately prior to the completion of this transactions contemplated herein);

(f) on or before the Closing Date but conditional on Closing occurring in accordance with the terms of this Agreement, terminate on terms and conditions and in a manner acceptable to the Purchaser, acting reasonably, the Call Option; and

(g) validly transfer the Purchased Shares to be acquired from it by the Purchaser hereunder as fully paid and non-assessable common shares in the capital of the Company, free and clear of all Encumbrances.

5.4 Affirmative Covenants of the Company

The Company hereby covenants and agrees with the Purchaser that, unless otherwise contemplated herein, the Company shall:

(a) during the Interim Period, preserve intact as a going concern its business organization and goodwill and maintain its business relationships;

(b) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required) consents of all other Persons to the transactions as contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any Governmental Authority having jurisdiction;

(c) upon receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, promptly disclose such information in writing to the Purchaser;

(d) in consultation with the Purchaser and its counsel, forthwith assist the Purchaser in obtaining all necessary regulatory and Exchange approvals, including Exchange approval for listing of the Purchaser Shares issuable in connection with the terms of this Agreement and the continued listing of the Purchaser on the Exchange, and assist Purchaser in making all submissions, preparing all press releases and circulars and making all notifications required with respect to the transactions contemplated hereunder and the issuance of the Purchaser Shares as contemplated hereunder;

(e) take all steps necessary to make proper disclosure within such time as required by any regulatory authority, including the Exchange, and any other applicable statutes and Laws concerning this Agreement and the transactions contemplated herein;

(f) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder to the extent the same is within its control and 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 transactions contemplated hereby, including using its reasonable commercial efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;

(ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable Laws;

(iii) effect all necessary registrations and filings and submissions of information requested by governmental entities or the Exchange required to be effected by it in connection with the transactions contemplated hereunder and participate and appear in any proceedings of any Party before governmental entities or the Exchange in connection with the transactions contemplated hereunder;

(iv) oppose, 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 consummate, the transactions contemplated hereby;

(v) fulfill all conditions and satisfy all provisions of this Agreement;

(vi) cooperate with the other Parties to this Agreement in connection with the performance by it of its obligations hereunder; and

(vii) it shall 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 transactions contemplated hereunder; and

(g) take all necessary actions to register the transfer of the Purchased Shares in the share register of the Company.

5.5 Negative Covenants of the Company

Except as contemplated by this Agreement, the Company hereby covenants and agrees that, unless otherwise contemplated herein, the Company shall not, without the written consent of the Purchaser, such consent not to be unreasonably withheld, during the Interim Period:

(a) issue any equity securities or debt securities;

(b) make any expenditures, other than in the ordinary course of business consistent with past practice;

(c) declare or pay any dividends or distribute any of its properties or assets to shareholders;

(d) enter into any Contracts, other than in the ordinary course of business consistent with past practice;

(e) alter or amend its constating documents;

(f) engage in any business enterprise or other activity different from that carried on as of the date hereof;

(g) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;

(h) redeem, purchase or offer to purchase any of Purchased Shares or other securities;

(i) incur or commit to incur any indebtedness for borrowed money or issue any debt securities; or

(j) approve, authorize or implement any material change to the business, financial condition or management of the Company.

5.6 Post-Closing Assistance and Co-operation

After the Closing Date, the Vendors and the Purchaser shall (and the Purchaser shall cause the Company to):

(a) use reasonable efforts to properly retain and maintain accounting and Tax records and information relating to the Company, in a manner consistent with Taxing Authority guidelines, and promptly notify the other Party prior to destruction of any of those Tax records or information and provide the other Party a reasonable opportunity to make and retain copies of any of those Tax records or that information;

(b) co-operate in a timely manner in preparing for any audits of, or disputes with Taxing Authorities regarding, any Tax Returns of the Company for any period preceding the Closing Date, or Tax Returns of the Vendors in connection with the transactions contemplated in this Agreement;

(c) make available to the other Party and, in coordination with the other Party, to any Taxing Authority, in a timely manner and as reasonably requested, all information, records and documents relating to Taxes of the Company for any period preceding the Closing Date;

(d) provide timely written notice to the other Party in writing of any pending or threatened Tax audits or assessment of the Company for taxation years or other periods for which the other Party may have any liability; and

(e) within 30 days of the receipt of a written request therefor, furnish the other Party with copies of all correspondence received from any Taxing Authority in connection with any Tax audit or information request with respect to any taxation year or other periods for which the other Party may have any liability.

ARTICLE 6
CONDITIONS TO CLOSING

6.1 Conditions Precedent to Obligations of the Vendors and the Company

The obligations of the Vendors and the Company to complete the transactions as contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing Date (or such other date as specified below), each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of the Vendors and the Company, and may be waived by them in whole or in part on or before the Closing Date):

(a) all of the representations and warranties of the Purchaser made in or pursuant to this Agreement, shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby, or where the failure of the representations and warranties to be true would not, or would not reasonably be expected to, result in a Material Adverse Effect in respect of the Purchaser, or would not, or would not reasonably be expected to, directly or indirectly, adversely affect the ability of the Parties to complete the transactions contemplated herein on the terms contemplated herein); and the Vendors and the Company shall have received a certificate dated the Closing Date in form satisfactory to the Company, acting reasonably, signed by a senior officer or director of the Purchaser on behalf of the Purchaser, certifying the truth and correctness in all material respects of the representations and warranties of the Purchaser set out in this Agreement;

(b) the Purchaser shall have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date;

(c) the Company shall have completed its due diligence on the Purchaser to the Company's satisfaction, acting reasonably;

(d) the Parties shall have received all necessary regulatory, court and third party consents, orders (both interim and final), approvals, waivers and authorizations as may be required in respect of the transactions contemplated herein, including Exchange approval for listing of the Purchaser Shares issuable in connection with the terms of this Agreement and the continued listing of the Purchaser on the Exchange, all such consents and approvals to be on terms and conditions acceptable to the Purchaser and the Company, each acting reasonably, and the Company shall be satisfied that, upon Closing, all regulatory requirements have been or are capable of being satisfied, including any requirement of Belgian Governmental Authority or the Exchange;

(e) there shall be no material actions, suits or proceedings outstanding, pending or threatened against the Purchaser at law or in equity before any federal, provincial, municipal court or other governmental department, commission, bureau, agency or instrumentality;

(f) except as contemplated by this Agreement, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of the Purchaser from that shown on or reflected in the Purchaser Financial Statements;

(g) as soon as practicable following the execution of this Agreement, the Purchaser shall complete the Bridge Financing and provide the Bridge Loan to the Company;

(h) immediately prior to the Closing (and prior to completion of the Financing (as defined below)), the Purchaser shall complete a share consolidation on a 2 new for 3 old basis (the "**Share Consolidation**"), such that, after completing the Share Consolidation, the Purchaser shall have (i) not more than 14,521,378 Purchaser Shares issued and outstanding, (ii) not more than 9,888,889 warrants outstanding to purchase 9,888,889 Purchaser Shares at a price of CDN$0.15 per share exercisable until January 31, 2017 (the "**Existing Purchaser Warrants**"), and (iii) not more than 3,333,333 Bridge Financing Warrants to purchase 3,333,333 Purchaser Shares at a price of CDN$0.15 per share exercisable for a period of one year from the date of issuance;

(i) prior to the Closing (but after completion of the Share Consolidation), the Purchaser shall complete an arm's length private placement of units for gross proceeds of not less than an amount that the aggregate proceeds of such private placement together with the aggregate principal amount of the Debentures and the aggregate amount of the Bridge Loan shall not be less than $3,600,000 (the "**Financing**"), with each unit being issued at a price of CDN$0.15 and comprised of one Purchaser Share and one warrant to purchase a Purchaser Share (the "**New Purchaser Warrants**"). Each New Purchaser Warrant shall be exercisable at a price of CDN$0.25 per share for a period of one year from the date of issuance (unless otherwise agreed to by the Parties);

(j) the Purchaser shall be a reporting issuer in good standing in the Provinces of British Columbia, Alberta and Ontario and neither the Purchaser nor the Purchaser Shares shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;

(k) during the Interim Period, there has been no material change or change in a material fact or a new material fact or an undisclosed material fact or material change in respect of the Purchaser which might reasonably be expected to have a Material Adverse Effect on the condition (financial or otherwise), capital, property, assets, operations, business affairs, profitability or prospects of the Purchaser, and the Purchaser shall not have taken any act, entered into or become a party to or subject to any agreement or transaction or incurred or become liable for any obligation except in the ordinary course of business;

(l) during the Interim Period, there shall have been no material adverse changes in the business affairs or financial condition of the Purchaser, except as may result from transactions contemplated by this Agreement;

(m) the Purchaser's Transaction Expenses shall not have exceeded $350,000, unless approved by the Company, acting reasonably;

(n) all of the holders of the Debentures shall have approved of the settlement of their Debentures into Purchaser Shares and Purchaser Debt Warrants as contemplated in Section 2.1(e) of this Agreement;

(o) subject to any resale restrictions applicable to sales by a "control person" and any "escrow" restrictions or hold periods imposed by the Exchange, all Purchaser Shares to be issued to the Vendors shall be "free trading" under applicable Canadian securities laws;

(p) the Purchaser shall have received appropriate approval of the board of directors and any necessary approvals of the shareholders, as applicable, and any other third party approvals as may be necessary for the transactions contemplated herein and all matters incidental thereto or as may be required to effect the transactions contemplated herein;

(q) if any of Grunewald, Coppens, Vanbecelaere and Geysen are married under the standard legal matrimonial regime (community of property) of Belgium, then on or before the Closing Date, such Vendor shall provide his spouse's required consent to the sale of such Vendor's Purchased Shares contemplated by this Agreement; and

(r) the Purchaser shall deliver, or cause to be delivered to the Vendors on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by the Vendors, acting reasonably, to give full effect to this Agreement.

6.2 Conditions Precedent to the Purchaser's Obligations.

The obligation of the Purchaser to complete the transactions as contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing Date (or such other date as specified below), each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of the Purchaser and may be waived by it in writing, whole or in part, on or before the Closing Date):

(a) all of the representations, warranties and covenants of the Company and the Vendors made in or pursuant to this Agreement, shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby or where the failure of the representations and warranties to be true would not, or would not reasonably be expected to, result in a Material Adverse Effect in respect of the Company, or would not, or would not reasonably be expected to, directly or indirectly, adversely affect the ability of the Parties to complete the transactions contemplated herein on the terms contemplated herein); and the Purchaser shall have received a certificate(s) dated the Closing Date in form satisfactory to the Purchaser, acting reasonably, signed by a senior officer or director of the Company on behalf of the Company, and signed by a senior officer or director of each corporate Vendor on behalf of that corporate vendor and signed by each individual Vendor, certifying the truth and correctness in all material respects of the representations, warranties and covenants of the Company and that Vendor set out in this Agreement;

(b) each of the Company and the Vendors shall have performed and complied with all terms, covenants, agreements and conditions required by this Agreement to be performed and complied with by them prior to or on the Closing Date;

(c) there shall be a total of no more than 5,625 Purchased Shares (prior to the settlement of the Debentures) and no other shares issued and outstanding in the share capital of the Company and there shall be no other shares of any class or series and no other options, rights, warrants, instruments or entitlements exercisable into any class of shares of the Company;

(d) the Purchaser shall have received the audited financial statements of the Company for the financial years ended December 31, 2013 and December 31, 2014 and the unaudited financial statements of the Company for the interim period ending September 30, 2015, and such other financial statements as may be required by the Exchange, all such financial statements to contain substantially the same financial information as the Financial Statements delivered with the Disclosure Letter and in a form acceptable to the Exchange and the Purchaser, acting reasonably;

(e) the Purchaser shall have completed its due diligence on the Company to the Purchaser's satisfaction, acting reasonably;

(f) the Parties shall have received all necessary regulatory, court and third party consents, orders (both interim and final), approvals, waivers and authorizations as may be required in respect of the transactions contemplated herein, including Exchange approval for listing of the Purchaser Shares issuable in connection with the terms of this Agreement and the continued listing of the Purchaser on the Exchange, all such consents and approvals to be on terms and conditions acceptable to each of the Purchaser and the Company, each acting reasonably, and the Purchaser shall be satisfied that, upon Closing, all regulatory requirements have been or are capable of being satisfied, including any requirement of Belgian Governmental Authority or the Exchange;

(g) at the Closing Date there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of the Company from that shown on or reflected in the Financial Statements;

(h) immediately prior to the Closing (and prior to completion of the Financing), the Purchaser shall have completed the Share Consolidation, such that, after completing the Share Consolidation, the Purchaser shall have (i) not more than 14,521,378 Purchaser Shares issued and outstanding, (ii) not more than 9,888,889 Existing Purchaser Warrants outstanding, and (iii) not more than 3,333,333 Bridge Financing Warrants outstanding;

(i) prior to the Closing (but after completion of the Share Consolidation), the Purchaser shall have completed the Financing;

(j) there shall be no material actions, suits or proceedings outstanding, pending or threatened against the Company at law or in equity before any federal, provincial, municipal court or other governmental department, commission, bureau, agency or instrumentality;

(k) during the Interim Period, there has been no material change or change in a material fact or a new material fact or an undisclosed material fact or material change in respect of the Company which might reasonably be expected to have a Material Adverse Effect on the condition (financial or otherwise), capital, property, assets, operations, business affairs, profitability or prospects of the Company, and the Company shall not have taken any act, entered into or become a party to or subject to any agreement or transaction or incurred or become liable for any obligation that would affect the transactions contemplated herein except in the ordinary course of business;

(l) during the Interim Period, the business of the Company shall have been conducted in the ordinary course, except as otherwise contemplated by this Agreement, and there shall have been no material adverse changes in the business affairs or financial condition of the Company, except as may result from transactions contemplated by this Agreement;

(m) each of the Vendors and the Company shall have received appropriate approval of the board of directors and any necessary approvals of the shareholders, as applicable, and any other third party approvals as may be necessary for the transactions contemplated herein and all matters incidental thereto or as may be required to effect the transactions contemplated herein;

(n) the Company's Transaction Expenses shall not have exceeded $150,000, unless approved by the Purchaser, acting reasonably;

(o) each of the Vendors (and, if applicable, their shareholders) shall have assigned any and all Intellectual Property rights in and to the Company's Technology to the Company, all on terms and conditions satisfactory to the Purchaser, acting reasonably;

(p) on or before the Closing Date, the anti-dilution rights in the 2014 Shareholders Agreement shall have been exercised or waived by Grunewald and Coppens and, with the exception of the foregoing, the Purchaser shall have received from each of the Vendors a waiver (in a form satisfactory to the Purchaser, acting reasonably) of the application of the 2014 Shareholders Agreement as it relates to any or all of the transactions contemplated by this Agreement and the 2014 Shareholders Agreement shall be terminated;

(q) on or before the Closing Date, the Call Option shall have been terminated on terms and conditions and in a manner acceptable to the Purchaser, acting reasonably;

(r) the Purchaser shall have received from the Vendors existing signed contracts or annexes thereto whereby the Company is a party (such as, but not limited to, Employment Contracts or Contracts with third parties) and wherein an adapted Intellectual Property protection clause has been inserted in accordance with all requirements of Belgian Intellectual Property protection Laws;

(s) if any of Grunewald, Coppens, Vanbecelaere and Geysen are married under the standard legal matrimonial regime (community of property) of Belgium, then on or before the Closing Date, such Vendor shall provide his spouse's required consent to the sale of such Vendor's Purchased Shares contemplated by this Agreement;

(t) confirmation that the sale and delivery of the Purchaser Shares to the Vendors be exempt from the prospectus filing requirements of any applicable Laws relating to the issuance of the Purchaser Shares or the receipt of such rulings, orders, consents or approvals as may be required to permit the sale without the requirement of filing a prospectus; and

(u) the Company and the Vendors shall deliver, or cause to be delivered to the Purchaser on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by the Purchaser, acting reasonably, to give full effect to this Agreement.

6.3 Failure to Satisfy Conditions

If any of the conditions in Sections 6.1 or 6.2 has not been satisfied at or before the Closing Date and such condition has not been waived by the Party for the benefit of which such condition has been included, such Party may terminate this Agreement pursuant to Section 10.2 hereof by written notice to the other Parties prior to the Closing.

ARTICLE 7
CLOSING

7.1 Documents to be Delivered

At or before the Closing Time:

(a) where applicable, each of the Vendors and the Company shall execute and deliver to the Purchaser the following documents:

(i) share certificates representing the Purchased Shares duly endorsed in blank for transfer or accompanied by powers of attorney duly executed in blank or execute such other documents to effect the transfers in the share register of the Company;

(ii) the Escrow Agreements and any other documents required by the Exchange, as applicable;

(iii) following the exercise, if any, by Grunewald and Coppens of their anti-dilution rights in the 2014 Shareholders Agreement, waivers (in a form satisfactory to the Purchaser, acting reasonably) of the application of the 2014 Shareholders Agreement to the transaction contemplated by this Agreement;

(iv) evidence of termination of the 2014 Shareholders Agreement;

(v) evidence of the termination of the Call Option;

(vi) where applicable, consent, in writing, to the sale of each Vendor's Purchased Shares provided by the spouse of each Vendor married under the standard legal matrimonial regime of Belgium;

(vii) evidence of termination of the Management Agreements (subject to the payment of any amounts payable at Closing pursuant to the terms of such agreements);

(viii) the New Management Agreements;

(ix) consents of Grunewald and Coppens to act as directors of the Purchaser;

(x) resignations and releases of the officers and directors of the Company;

(xi) the Books and Records of the Company; and

(xii) all other documents, instruments and things which are to be delivered by the Vendors and the Company pursuant to the provisions of this Agreement or that are otherwise requested by the Purchaser, acting reasonably;

(b) the Purchaser shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to the Company and the Vendors the following documents to which they are a party:

(i) the Escrow Agreements and any other documents required by the Exchange, as applicable;

(ii) the New Management Agreements

(iii) resolutions of the Purchaser authorizing the entering into and completion of all of the transactions contemplated by this Agreement;

(iv) share certificates representing the Purchaser Shares registered in the name of the Vendors or as otherwise directed by the Vendors; and

(v) all other documents, instruments and things which the Purchaser is to deliver or to cause to be delivered pursuant to the provisions of this Agreement or that are otherwise requested by the Vendors, acting reasonably.

ARTICLE 8
NON-WAIVER; SURVIVAL

8.1 Non-Waiver

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

8.2 Nature and Survival

All representations, warranties and covenants contained in this Agreement on the part of each of the Parties shall survive: (a) the Closing; (b) the execution and delivery under this Agreement of any share or security transfer instruments or other documents of title to any of the Purchased Shares; and (c) the payment of the consideration for the Purchased Shares, in each case, for the Survival Period applicable thereto, for the benefit of the Party for which such representations and warranties were made. However, no claim or action shall be commenced with respect to misrepresentation or breach of warranty, unless, within the Survival Period applicable thereto, written notice specifying such misrepresentation or breach of warranty in reasonable detail has been provided to the Party which made such representation or warranty.

8.3 Limitation Periods

The Parties agree that applicable statutory limitation periods will be extended to correspond with the Survival Periods provided for herein.

ARTICLE 9
INDEMNIFICATION

9.1 Indemnification by the Vendors

Subject to the limitations set forth herein, each of the Vendors shall:

(a) severally be liable to the Purchaser, its Affiliates and their respective directors, officers, servants, agents, advisors and employees for all losses, costs, damages (excluding consequential damages), expenses, charges, fines, penalties, assessments or other liabilities whatsoever which anyone or more of them may suffer, sustain, pay or incur; and

(b) subject to the limitation set out below, severally indemnify and save harmless the Purchaser, its Affiliates and their respective directors, officers, servants, agents, advisors and employees from and against all losses, costs, damages (excluding consequential damages), expenses, charges, fines, penalties, assessments or other liabilities whatsoever which may be brought against or suffered by any one or more of them or which anyone or more of them may sustain, pay or incur;

as a direct result of any matter or thing arising out of, resulting from, attributable to or connected with any Purchase Agreement Default made by such Vendor herein or by the Vendor in any document delivered at Closing by such Vendor, but any such claim for indemnification shall only be considered if a written notice specifying the Purchase Agreement Default in reasonable detail is delivered by the Purchaser to the Vendor prior to the expiry of the Survival Period applicable to such Purchase Agreement Default. Provided, however, that any indemnification granted by any such Vendor pursuant to this section 9.1 shall be limited to the value of the Purchaser Shares issued to the Vendor providing such indemnity.

9.2 Additional Indemnification by the Company

Subject to the limitations set forth herein, the Company shall:

(a) be liable to the Purchaser, its Affiliates and their respective directors, officers, servants, agents, advisors and employees for all losses, costs, damages (excluding consequential damages), expenses, charges, fines, penalties, assessments or other liabilities whatsoever which anyone or more of them may suffer, sustain, pay or incur; and

(b) indemnify and save harmless the Purchaser, its Affiliates and their respective directors, officers, servants, agents, advisors and employees from and against all losses, costs, damages (excluding consequential damages), expenses, charges, fines, penalties, assessments or other liabilities whatsoever which may be brought against or suffered by any one or more of them or which anyone or more of them may sustain, pay or incur;

as a direct result of any matter or thing arising out of, resulting from, attributable to or connected with any Purchase Agreement Default made by the Company herein or by the Company in any document delivered at Closing by any of them, but any such claim for indemnification shall only be considered if a written notice specifying the Purchase Agreement Default in reasonable detail is delivered by the Purchaser to the Company prior to the expiry of the Survival Period applicable to such Purchase Agreement Default.

9.3 Indemnification by the Purchaser

Subject to the limitations set forth herein, the Purchaser shall:

(a) be liable to the Company, Vendors, their Affiliates (as applicable) and their respective directors, officers, servants, agents, advisors and employees (as applicable) for all losses, costs, damages (excluding consequential damages), expenses, charges, fines, penalties, assessments or other liabilities whatsoever which anyone or more of them may suffer, sustain, pay or incur; and

(b) indemnify and save the Company, Vendors, their Affiliates (as applicable) and their respective directors, officers, servants, agents, advisors and employees (as applicable) harmless from and against all losses, costs, damages (excluding consequential damages), expenses, charges, fines, penalties, assessments or other liabilities whatsoever which may be brought against or suffered by anyone or more of them or which anyone or more of them may sustain, pay or incur;

as a direct result of any matter or thing arising out of, resulting from, attributable to or connected with any Purchase Agreement Default made by the Purchaser herein or in any document delivered at Closing, but any such claim for indemnification shall only be considered if a written notice specifying the Purchase Agreement Default in reasonable detail is delivered by the Vendors or Company to the Purchaser prior to the expiry of the Survival Period, if any, applicable to such Purchase Agreement Default.

9.4 Responsibility Extends to Legal Costs and Settlements.

Notwithstanding any provision to the contrary contained in this Article, references to costs in the liability and indemnification obligations prescribed by Sections 9.1, 9.2 and 9.3 shall be deemed to include reasonable legal and other professional fees and disbursements on a full indemnity basis, and shall extend to settlements, satisfactions or other compromises with respect to claims by third Persons for losses, costs, damages, expenses, charges, fines, penalties, assessments or other liabilities.

9.5 Limitations. Notwithstanding anything herein to the contrary:

(a) the indemnities provided in Sections 9.1, 9.2 and 9.3 shall not apply to the extent that claims for losses, costs, damages (excluding consequential damages), expenses, charges, fines, penalties, assessments or other liabilities are reimbursed to the indemnified party by insurance or caused by the negligence, wilful default or misconduct of the Persons claiming indemnity;

(b) if claims for losses, costs, damages (excluding consequential damages), expenses, charges, fines, penalties, assessments or other liabilities of Persons claiming indemnity at any time subsequent to the making of an indemnity payment are reduced by any tax benefit or recovery, the amount of such reduction, together with interest thereon from the date of payment thereof, shall promptly be repaid by the Person claiming indemnity to the indemnifying party; and

(c) the indemnities provided in Sections 9.1, 9.2 and 9.3 shall not apply to any claims for indirect, consequential or punitive damages and any Party attempting to claim under the indemnities provided in Sections 9.1, 9.2 and 9.3 must utilize commercially reasonable efforts to mitigate the amount of any such claim.

9.6 Indemnification Procedures for Third Party Claims

(a) In the case of Claims made by a third party with respect to which indemnification is sought, the Party seeking indemnification (the "**Indemnified Party**") shall give prompt notice, and in any event within 10 days, to the other Party (the "**Indemnifying Party**") of any such Claims made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent that such delay prejudiced the defence of the Claim or increased the amount of liability or cost of defense.

(b) The Indemnifying Party shall have the right, by notice to the Indemnified Party given not later than 30 days after receipt of the notice described in Section 9.6(a) to assume the control of the defence, compromise or settlement of the Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Section in respect of that Claim.

(c) Upon the assumption of control of any Claim by the Indemnifying Party as set out in Section 9.6(b), the Indemnifying Party shall diligently proceed with the defence, compromise or settlement of the Claim at its sole expense, including if necessary, employment of counsel and experts reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defence of any Claim at its own expense. The Indemnifying Party shall not settle any Claim without the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld.

(d) The final determination of any Claim pursuant to this Section, including all related costs and expenses, shall be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claim against the Indemnifying Party.

(e) If the Indemnifying Party does not assume control of a Claim as permitted in Section 9.6(b), the Indemnified Party shall be entitled to make such settlement of the Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Claim shall be binding upon the Indemnifying Party.

9.7 Exclusive Remedy

The rights of indemnity set forth in this Article 9 are the sole and exclusive remedy of each Party in respect of any misrepresentation, incorrectness in or breach of any representation or warranty, or breach of covenant, by the other Party under this Agreement but are not, for clarity, the sole and exclusive remedy under any instruments or documents delivered pursuant to this Agreement. Accordingly, the Parties waive, from and after the Closing, any and all rights, remedies and claims that one Party may have against the other, whether at law, under any statute or in equity (including but not limited to claims for contribution or other rights of recovery arising under any Environmental Laws, claims for breach of contract, breach of representation and warranty, negligent misrepresentation and all claims for breach of duty), or otherwise, directly or indirectly, relating to the provisions of this Agreement or the transactions contemplated by this Agreement other than as expressly provided for in this Article 9, other than those arising with respect to any fraud or wilful misconduct and other than those expressly provided for in other documents or instruments delivered pursuant to this Agreement. This Article 9 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants under this Agreement or under any Closing document or by any termination or rescission of this Agreement by any Party.

9.8 Trustee and Agent

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

The Purchaser acknowledges that the Vendors are acting as trustee and agent for the Indemnified Parties, on whose behalf and for whose benefit the indemnity in Section 9.3 is provided and that such remaining Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnity notwithstanding that they may not individually be parties to this Agreement. The Purchaser agrees that the Vendors may enforce the indemnity for and on behalf of such remaining Indemnified Parties and, in such event, the Party from whom indemnification is sought will not in any proceeding to enforce the indemnity by or on behalf of such remaining Indemnified Parties assert any defence thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence.

9.9 Force Majeure

Notwithstanding any other provision of this Agreement, a Party will not be liable or in default for its failure to perform any of its obligations under or to meet any condition or requirement of this Agreement due to a cause beyond its control (except those caused by its own lack of funds) including, but not limited to: acts of God; fire, flood, explosion, earthquake, storm, sink hole, drought or other adverse weather condition; strikes, lockouts or other labor disputes or industrial disturbances; acts of war or conditions arising out of acts of or attributable to war, whether declared or undeclared; insurrection, rebellion, civil war, civil disturbance, riot or threatened violence; acts of terrorism or insurgency; laws, rules, regulations, proclamations, instructions, requests, judgments or orders of any duly constituted court or governmental authority; protests, demonstrations or other events causing work stoppages by environmental activists, indigenous peoples or advocates of any kind; or any other cause whether similar or dissimilar to the foregoing (each an "**Intervening Event**"). Any Party asserting an Intervening Event shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other parties were timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated. A Party relying on this Section 9.9 will take all reasonable steps to eliminate any Intervening Event and, if possible, will perform its obligations and satisfy any condition under this Agreement as far as practicable, but nothing herein will require such party to settle or adjust any labor dispute or to question or to test or to refrain from testing the validity of any law, rule, regulation or order of any duly constituted court or governmental authority, or to complete or perform its obligations or satisfy any condition under this Agreement if an Intervening Event renders completion or performance impracticable. All time limits imposed by this Agreement will be extended by a period equivalent to the period of delay resulting from an Intervening Event.

ARTICLE 10
AMENDMENT AND TERMINATION

10.1 Amendment

This Agreement may, at any time and from time to time, be amended by written agreement of the Parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein.

10.2 Rights of Termination

The mutual obligations set forth herein may be terminated as follows.

(a) by any Party in the event that any applicable regulatory authority has indicated to any Party that it shall not permit the transactions contemplated herein to proceed;

(b) by the Vendors upon the breach by the Purchaser of a material representation, warranty or covenant of the Purchaser set forth in this Agreement;

(c) by the Purchaser upon the breach by any of the Vendors or the Company of a material representation, warranty or covenant of the Vendors or the Company set forth in this Agreement;

(d) by any Party if the conditions contained in Article 6 are not satisfied or waived in writing by that Party entitled to the benefit of such condition; or

(e) as otherwise agreed in writing by the parties hereto;

provided, however, that the obligations set forth in Sections 11.1 and 11.6 shall survive any such termination.

ARTICLE 11
GENERAL

11.1 Confidentiality

The Parties agree that:

(a) No disclosure or announcement, public or otherwise, in respect of the transactions contemplated herein shall be made by any Party without the prior agreement of the other

Parties as to timing, content and method, hereto, provided that the obligations herein shall not prevent any Party from making, after consultation with the other Parties, such disclosure as its counsel advises is required by applicable Law.

(b) No confidential information may be released to third parties without the consent of the provider thereof, except that the Parties hereto agree that they shall not unreasonably withhold such consent to the extent that such confidential information is required to be disclosed pursuant to applicable Law.

(c) Unless and until the transactions contemplated herein have been completed, except with the prior written consent of the other Parties, each of the Parties hereto and their respective employees, officers, directors, shareholders, agents, advisors and other representatives shall hold all information received from the other Parties in strictest confidence, except such information and documents available to the public or as are required to be disclosed by applicable Law. The information provided by each Party, in any form whether written, electronic or verbal, as to financial condition, business, properties, title, assets and affairs (including any material contracts) as may reasonably be requested by the other Parties shall be kept confidential by each Party (the "Confidential Information"), other than information that:

(i) has become generally available to the public;

(ii) was available to a Party or its representatives on a non-confidential basis before the date of this letter agreement; or

(iii) has become available to a Party or its representatives on a non-confidential basis from a Person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the Party or its representatives.

(d) All such information in written form and documents shall be returned to the Party originally delivering them in the event that the transactions provided for herein are not consummated.

11.2 Non-Solicitation

Each of the Parties hereto shall not, during the Interim Period, initiate or solicit, entertain or vote their shares in favour of any expressions of interest or proposals from any Person or take any action to facilitate relating to a possible merger, amalgamation, arrangement, share exchange or similar transaction involving the Party or any purchase or sale of all or a significant portion of the assets of or any equity interest in the Party. In addition, until the closing of the transactions contemplated herein, each Party covenants and agrees with the other Parties hereto to use all commercially reasonable efforts to take all actions with the intent that the closing conditions herein shall be satisfied, and all covenants and agreements herein made by it shall have been performed. Notwithstanding the above, nothing in this clause shall prevent the board of directors of any Party from responding as required by applicable Law to any unsolicited *bona fide* arm's length offer, provided the Party shall promptly and fully inform the other Parties of the complete details thereof and any changes thereto. The binding obligations of the Parties under this Section 11.2 shall apply so long as this Agreement remains in full force and effect.

11.3 Vendors' Representative

Each Vendor hereby irrevocably constitutes and appoints Grunewald (and by his execution of this Agreement, Grunewald hereby accepts such appointment) as the true and lawful agent and attorney-in-fact of the Vendor (the "**Vendors’ Representative**"), to act in the name, place and stead of the Vendor in connection with the transactions contemplated by this Agreement, in accordance with the terms and provisions of this Agreement, and to act on behalf of each such Vendor in any dispute, litigation or arbitration involving this Agreement or any other documented contemplated by or entered into pursuant to the terms of the transactions contemplated by this Agreement (each a "**Transaction Document**"), to do or refrain from doing all such further acts and things, and to execute all such documents as the Vendors' Representative shall deem necessary or appropriate and in a manner the Vendor's Representative believes to be in the best interest of the Vendors in connection with the transactions contemplated by this Agreement or any other Transaction Document, including, without limitation, the power:

(a) to execute and deliver all documents, and to do all such further acts and things necessary, to effect the sale, assignment and transfer to the Purchaser of the Purchased Shares pursuant to Section 2.1 of this Agreement;

(b) to execute and deliver all ancillary agreements, stock powers, certificates and documents that the Vendors' Representative deems necessary or appropriate in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents;

(c) to execute and deliver all amendments and waivers to this Agreement and the other Transaction Documents that the Vendors' Representative deems necessary or appropriate, whether prior to, at or after the Closing;

(d) to act for the Vendors with regard to matters pertaining to indemnification referred to in this Agreement, including the power to compromise any indemnity claim on behalf of the Vendors and to transact matters of litigation or arbitration;

(e) to take such further actions as are authorized in this Agreement or the other Transaction Documents; and

(f) to do or refrain from doing any further act or deed on behalf of the Vendors that the Vendors' Representative deems necessary or appropriate in its sole discretion relating to the subject matter of this Agreement.

The Vendors' Representative shall act for the Vendors on all of the matters set forth in or related to this Agreement in the manner the Vendors' Representative believes to be in the best interest of the Vendors and consistent with the obligations under this Agreement, but the Vendors' Representative shall not be responsible to any Vendor for any loss or damages a Vendor may suffer by the performance of his duties under this Agreement, other than loss or damage arising from willful violation of the Laws, fraud or gross negligence in the performance of his duties under this Agreement. Each Vendor agrees that nothing in this Section 11.3 affects or limits the Purchaser or any of its Affiliates or any of their respective rights hereunder or otherwise. The Purchaser and the Company shall be entitled to rely on such appointment and to treat the Vendors' Representative as the duly appointed attorney-in-fact of each Vendor for the purposes set out in this Section 11.3. The Vendors shall cooperate with the Vendors' Representative and any accountants, attorneys or other agents whom he may retain to assist in carrying out its duties hereunder.

11.4 Arbitration

Any controversy or dispute arising out of or relating to this Agreement, including its negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any Party, shall be referred to and determined by arbitration in accordance with the applicable Laws of British Columbia.

11.5 Public Notices

The Parties shall jointly plan and co-ordinate any public notices, press releases, and any other publicity concerning the transactions contemplated by this Agreement and no Party shall act in this regard without the prior approval of the other, such approval not to be unreasonably withheld.

11.6 Expenses

Except as otherwise provided in this Agreement each Party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement. Notwithstanding the above, in no event shall the Company's Transaction Expenses exceed $150,000 in the aggregate without the prior written consent of the Purchaser. Notwithstanding the above, in no event shall the Purchaser's Transaction Expenses exceed $350,000 in the aggregate without the prior written consent of the Company. In addition, the Purchaser and the Company shall be responsible for their own respective fees payable in connection with any regulatory filings to be made pursuant to this Agreement or in connection with the sale of the Purchased Shares, any fees and expenses of any broker or investment advisor retained in connection with the sale of the Purchased Shares.

11.7 Notices

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

(a) in the case of a Notice to the Company and the Vendors at:

Moovly NV
Koning Albertlaan 114, 9000 Ghent
Belgium

Attention: Brendon Grunewald
E-mail: bgrunewald@moovly.com

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

Pantheon Ventures Ltd.
302 – 1620 West 8th Avenue
Vancouver, BC V6J 1V4

Attention: Brandon Boddy
Fax: (604) 639-4458
E-mail: brandonboddy@gmail.com

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

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

11.8 Assignment

No Party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of each of the other Parties.

11.9 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and, as applicable, their respective heirs, attorneys, guardians, estate trustees and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

11.10 Amendment

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

11.11 Further Assurances

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

11.12 Execution and Delivery

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

[Signature pages follow]

IN WITNESS OF WHICH the Parties have executed this Agreement as of the date first written above.

______________________	signed "*Brendon Grunewald*"
Witness	**BRENDON GRUNEWALD**
______________________	signed "*Geert Coppens*"
Witness	**GEERT COPPENS**
______________________	signed "*Luc Vanbecelaere*"
Witness	**LUC VANBECELAERE**
______________________	signed "*Ben Geysen*"
Witness	**BEN GEYSEN**

LEEWARD VENTURES SICAR SCA

By: signed "*Luc Kindt*"
Name: Luc Kindt
Title: Managing Partner

SINVEXA BURGERLIJKE MAATSCHAP

By: signed "*Jan Vorstermans*"
Name: Jan Vorstermans
Title: Manager

DREAMS & CREATIONS BVVA

By: signed "*Bart Chanet*"
Name: Bart Chanet
Title: CEO/Manager

ONE WAY TO PARADISE BVBA

By: signed "*Luc Vanbecelaere*"
Name: Luc Vanbecelaere
Title: Manager

ICE VISTA BVVA

By: signed "*Brendon Grunewald*"
Name: Brendon Grunewald
Title: Manager

FIRESKY MGMT BVBA

By: signed "*Patrick van Acker*"
Name: Patrick van Acker
Title: Manager

NEW MEDIA MANAGEMENT GCV

By: Signed "*Jonas Dhaenens*"
Name: Jonas Dhaenens
Title: Manager

MOOVLY NV

By: signed "*Brendon Grunewald*"
Name: Brendon Grunewald
Title: Director

PANTHEON VENTURES LTD.

By: signed "*Brandon Boddy*"
Name: Brandon Boddy
Title: Director