

March 30, 2022

SSC Security Services Corp.
300 - 1914 Hamilton Street
Regina, SK S4P 3N6

Avante Logixx Inc.
601 – 130 Bloor Street West
Toronto, ON M5S 1N5

Dear Sirs/Madams:

Re: Support and Voting Agreement

All capitalized terms used but not otherwise defined in this Support and Voting Agreement (the “**Agreement**”) shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

Craig Campbell (the “**Shareholder**”) understands that SSC Security Services Corp. (the “**Purchaser**”) and Avante Logixx Inc. (the “**Company**”) wish to enter into a share purchase agreement dated as of the date hereof (the “**Purchase Agreement**”) whereby the Company will sell to the Purchaser, and the Purchaser will purchase from the Company, all of the issued and outstanding shares in the capital of Logixx Security Inc. (the “**Transaction**”). The Shareholder has control or direction over that number of common shares in the capital of the Company (the “**Holder Shares**”) set forth on Schedule “A” attached to this Agreement.

- 1 The Shareholder hereby agrees, from the date hereof until the termination of this Agreement in accordance with its terms:
 - (a) if a shareholder vote is required in connection with the consummation of the Transaction, to vote or to cause to be voted the Holder Shares, and any other shares, or other securities of the Company directly or indirectly acquired by or issued to the Shareholder after the date hereof, if any: (i) in favour of the Transaction Shareholder Approval and any other matter necessary or advisable for the completion and consummation of the Transaction at any meeting of shareholders of the Company held to consider it, or any adjournment or postponement thereof (the “**Company Meeting**”); and (ii) against: (A) any Competing Transaction or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company, Logixx Security Inc. or any of their affiliates (other than a Non-Competing Transaction), or (B) any proposed action or resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;
 - (b) to execute such written consents or approvals of any kind, if any, with respect to the Holder Shares to give effect to the Transaction in lieu of a vote of Shareholders;
 - (c) not to grant or agree to grant any proxy, power of attorney or other right to vote the Holder Shares, or enter into any voting trust or pooling or other agreement with respect to the calling of meetings of shareholders of the Company, including the Company Meeting, or the giving of any consents or approvals of any kind with respect to the Holder Shares, in each case other than pursuant to this Agreement;
 - (d) not to requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;

- (e) if a Company Meeting is required, to deliver or to cause to be delivered to the Company, as soon as practicable, and in any event at least ten (10) Business Days prior to the date of the Company Meeting, duly executed proxies or voting instruction forms voting in favour of the Transaction, instructing the holder thereof to vote in favour of the Transaction Shareholder Approval and naming those individuals as may be designated by the Company in the information circular in connection with the Company Meeting as proxy for the Shareholder, and not to take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form, as the case may be, deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have;
- (f) not to, directly or indirectly, exercise any rights of appraisal, rights of dissent or rights to demand the repurchase of the Holder Shares in connection with the Transaction;
- (g) not to, directly or indirectly, through any director, officer, employee, consultant, agent, advisor, controlled affiliate or other representative (each, a **"Representative"**) or otherwise, and shall not permit any such person to: (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Transaction or the Vendor Shareholder Resolution; (ii) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Transaction as contemplated by the Purchase Agreement; (iii) act jointly or in concert with others with respect to the Holder Shares or any other voting securities of the Company for the purpose of opposing or competing with the Transaction or the Vendor Shareholder Resolution; or (iv) initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist the submission of any inquiries, proposals or offers that constitute, or may reasonably be expected to lead to, a Competing Transaction or continue or engage in any discussions or negotiations with respect thereto or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations, or furnish or disclose to any person (other than the Purchaser and its respective Representatives) any information in connection therewith; initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist any effort or attempt by any other Person to do or seek to do any of the foregoing;
- (h) to, and shall cause each of its controlled affiliates to and will instruct each of its and their Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons conducted heretofore by the Shareholders with respect to any potential Competing Transaction;
- (i) shall promptly (and in any event within twenty-four (24) hours) notify the Purchaser and the Company (orally at first and then in writing) in the event that the Shareholder or any of its controlled affiliates (excluding the Company) or its Representatives receives (i) a Competing Transaction from a Person or group of related Persons; (ii) any request by a Person or group of related Persons for information relating to any potential Competing Transaction; or (iii) any inquiry or request for discussions or negotiations regarding any Competing Transaction by a Person or a group of related Persons. Any such notice required by the preceding sentence shall include the identity of the Person or group of Persons making such proposal, request or inquiry and the terms and conditions thereof (and shall include a copy of any written proposal, inquiry or request); and
- (j) not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Holder Shares or any interest therein. This paragraph (j) shall not prohibit a transfer of Holder Shares by the Shareholder to a controlled affiliate of the Shareholder; provided that, a transfer referred to in this sentence shall be permitted only if, as a pre-condition to such transfer, the transferee shall have agreed on terms satisfactory to the Purchaser, acting reasonably, to be bound by this Agreement in the same manner as the Shareholder.

2 The Shareholder hereby represents and warrants that:

- (a) The Shareholder has control or direction over the Holder Shares as set out in Schedule "A" attached to this Agreement and the beneficial owners thereof have good and marketable title thereto free and clear of any and all encumbrances, mortgages, charges, pledges, security interests, liens, adverse claims and demands or rights of others of any nature or kind whatsoever, and the Shareholder has the sole and exclusive right to vote all of the Holder Shares, and, other than pursuant to this Agreement, none of the Holder Shares are subject to any proxy, power of attorney, attorney in fact, voting trust, vote pooling, or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (b) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Holder Shares or any interest therein or right thereto;
- (c) the only securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by, the Shareholder on the date hereof are the Holder Shares;
- (d) there is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Shareholder, threatened, against or otherwise affecting the Shareholder which could reasonably be expected to impair the ability of the Shareholder to deliver this Agreement and to perform its obligations contemplated hereby;

3 The Purchaser hereby represents and warrants that:

- (a) There is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Purchaser, threatened, against or otherwise affecting the Purchaser which could reasonably be expected to impair the ability of the Purchaser to deliver this Agreement and to perform its obligations contemplated hereby;
- (b) (i) the Purchaser has the power, corporate or otherwise, and authority to execute and deliver this Agreement and to perform each of its obligations hereunder; (ii) the execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby and by the Purchase Agreement have been duly and validly authorized by all necessary corporate or equivalent action on the part of the Purchaser; (iii) no other proceedings on the part of the Purchaser are necessary to approve this Agreement or the Purchase Agreement or to perform its obligations contemplated thereby; (iv) this Agreement has been duly and validly executed and delivered by the Purchaser and, assuming the due and valid execution and delivery of this Agreement by the Shareholder and the Company, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally and (B) general equitable principles, whether enforceability is considered in a proceeding at law or equity; and (v) the Purchaser is duly organized and validly existing in accordance with the laws of its jurisdiction of formation; and
- (c) the execution, delivery and performance by the Purchaser of this Agreement and the Purchase Agreement and the performance of its obligations contemplated thereby do not (i) contravene or conflict with the organizational or governing documents of the Purchaser; (ii) contravene or conflict with or constitute a violation of any provision of any law binding

upon or applicable to the Purchaser or its properties or assets; or (iii) require the consent, approval or authorization of, or notice to or filing with any third party with respect to, result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Purchaser, or result in the creation of any lien on any of the properties or assets of the Purchaser under any agreement, contract, loan or credit agreement, note, bond, mortgage, indenture, lease, license or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or its properties or assets are bound.

- 4 The Shareholder agrees that the details of this Agreement may be described in any press release, information circular or other communication prepared by the Company or the Purchaser in connection with the Transaction and in any material change report or regulatory filing prepared by the Company or the Purchaser in connection with the execution and delivery of this Agreement and the Shareholder further agrees to this Agreement being made publicly available, including by filing on SEDAR, in accordance with applicable securities laws. Except as required by Law or applicable stock exchange requirements or as otherwise permitted by this Agreement or the Purchase Agreement, the Shareholder will not make any public announcement or public statements with respect to the transactions contemplated by this Agreement and the Purchase Agreement without the prior written approval of the Purchaser. Notwithstanding the foregoing, the Purchaser and the Company shall provide the Shareholder with reasonable advance notice of and opportunity to review and comment on such draft documentation (or excerpts thereof to the extent related to the Shareholder and its controlled affiliates) and shall accept all reasonable comments of the Shareholder regarding disclosure related to the Shareholder and its controlled affiliates.
- 5 This Agreement shall terminate and be of no further force and effect upon the earliest of:
- a) the termination of the Purchase Agreement in accordance with its terms;
 - b) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if: (i) without the prior written consent of the Shareholder, there is any decrease or change in the form of the consideration payable by the Purchaser pursuant to the Purchase Agreement; or (ii) without the prior written consent of the Shareholder, the terms of the Purchase Agreement have been varied in a manner that is materially adverse to the Company;
 - c) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company, provided the Shareholder has not breached this Agreement and is not in material default in the performance of its obligations hereunder, if any of the representations and warranties of the Purchaser contained herein is untrue or inaccurate in any material respect or if the Purchaser has not complied with its covenants contained herein in all material respects;
 - d) any voting support agreement with another shareholder of the Company in respect of the Transaction is terminated or materially amended;
 - e) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if the Transaction is not completed by July 31, 2022, unless such date is otherwise extended in writing by the agreement of the Shareholder, the Purchaser and the Company
 - f) the mutual agreement in writing of the Shareholder, the Purchaser and the Company; and
 - g) the Closing.
- 6 In the event of termination of this Agreement as provided in Section 6, (i) this Agreement shall forthwith be of no further force and effect; and (ii) there shall be no liability on the part of Purchaser, the Company or the Shareholder hereunder except that nothing contained in this Section shall

relieve any Party hereto from liability for any breach of this Agreement which occurred prior to the date of such termination.

- 7 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 8 This Agreement shall be binding upon the Purchaser, the Company and the Shareholder and upon his, her or its respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that no party hereto may assign, delegate or otherwise transfer any of their respective rights, interests or obligations under this Agreement without the prior written consent of the others.
- 9 The Shareholder acknowledges that it: (a) has read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions; (b) has been granted the opportunity to ask questions of, and to receive answers from, the Company's legal counsel concerning the terms and conditions of this Agreement; (c) has been advised to seek independent legal advice with respect to the execution and delivery of this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and (d) is entering into this Agreement voluntarily.
- 10 The Parties agree that if this Agreement is breached by a Party, or if a breach by a Party of this Agreement is threatened, the other non-breaching Parties would suffer irreparable harm for which monetary damages may be an inadequate remedy, and therefore, without limiting any other remedy available under applicable Laws or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof, shall be available to the non-breaching Parties, and any requirement for the security or posting of any bond in connection with the obtaining of such injunctive or equitable relief or specific performance is hereby waived.
- 11 This Agreement may be executed in any number of counterparts (including counterparts by pdf) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to Shareholder, upon which this letter as so accepted shall constitute an agreement among us.

[Signature page follows.]

Yours truly,

(s) Craig Campbell

Craig Campbell

Accepted and Agreed as of the date first written above.

SSC SECURITY SERVICES CORP.

Per: *(s) Doug Emsley*

Name: Doug Emsley

Title: CEO

Accepted and Agreed as of the date first written above.

AVANTE LOGIXX INC.

Per: *(s) Samuel L. Duboc*

Name: Samuel L. Duboc

Title: Chair of the Board

SCHEDULE A
HOLDER SHARES

Name of Holder	Company Shares
Craig Campbell	249,000
	45,500
	2,726,100
	60,000
	Total: 3,080,600

March 30, 2022

SSC Security Services Corp.
300 - 1914 Hamilton Street
Regina, SK S4P 3N6

Avante Logixx Inc.
601 – 130 Bloor Street West
Toronto, ON M5S 1N5

Dear Sirs/Madams:

Re: Support and Voting Agreement

All capitalized terms used but not otherwise defined in this Support and Voting Agreement (the “**Agreement**”) shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

Carol Osler (the “**Shareholder**”) understands that SSC Security Services Corp. (the “**Purchaser**”) and Avante Logixx Inc. (the “**Company**”) wish to enter into a share purchase agreement dated as of the date hereof (the “**Purchase Agreement**”) whereby the Company will sell to the Purchaser, and the Purchaser will purchase from the Company, all of the issued and outstanding shares in the capital of Logixx Security Inc. (the “**Transaction**”). The Shareholder has control or direction over that number of common shares in the capital of the Company (the “**Holder Shares**”) set forth on Schedule “A” attached to this Agreement.

- 1 The Shareholder hereby agrees, from the date hereof until the termination of this Agreement in accordance with its terms:
 - (a) if a shareholder vote is required in connection with the consummation of the Transaction, to vote or to cause to be voted the Holder Shares, and any other shares, or other securities of the Company directly or indirectly acquired by or issued to the Shareholder after the date hereof, if any: (i) in favour of the Transaction Shareholder Approval and any other matter necessary or advisable for the completion and consummation of the Transaction at any meeting of shareholders of the Company held to consider it, or any adjournment or postponement thereof (the “**Company Meeting**”); and (ii) against: (A) any Competing Transaction or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company, Logixx Security Inc. or any of their affiliates (other than a Non-Competing Transaction), or (B) any proposed action or resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;
 - (b) to execute such written consents or approvals of any kind, if any, with respect to the Holder Shares to give effect to the Transaction in lieu of a vote of Shareholders;
 - (c) not to grant or agree to grant any proxy, power of attorney or other right to vote the Holder Shares, or enter into any voting trust or pooling or other agreement with respect to the calling of meetings of shareholders of the Company, including the Company Meeting, or the giving of any consents or approvals of any kind with respect to the Holder Shares, in each case other than pursuant to this Agreement;
 - (d) not to requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;

- (e) if a Company Meeting is required, to deliver or to cause to be delivered to the Company, as soon as practicable, and in any event at least ten (10) Business Days prior to the date of the Company Meeting, duly executed proxies or voting instruction forms voting in favour of the Transaction, instructing the holder thereof to vote in favour of the Transaction Shareholder Approval and naming those individuals as may be designated by the Company in the information circular in connection with the Company Meeting as proxy for the Shareholder, and not to take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form, as the case may be, deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have;
- (f) not to, directly or indirectly, exercise any rights of appraisal, rights of dissent or rights to demand the repurchase of the Holder Shares in connection with the Transaction;
- (g) not to, directly or indirectly, through any director, officer, employee, consultant, agent, advisor, controlled affiliate or other representative (each, a “**Representative**”) or otherwise, and shall not permit any such person to: (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Transaction or the Vendor Shareholder Resolution; (ii) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Transaction as contemplated by the Purchase Agreement; (iii) act jointly or in concert with others with respect to the Holder Shares or any other voting securities of the Company for the purpose of opposing or competing with the Transaction or the Vendor Shareholder Resolution; or (iv) initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist the submission of any inquiries, proposals or offers that constitute, or may reasonably be expected to lead to, a Competing Transaction or continue or engage in any discussions or negotiations with respect thereto or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations, or furnish or disclose to any person (other than the Purchaser and its respective Representatives) any information in connection therewith; initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist any effort or attempt by any other Person to do or seek to do any of the foregoing;
- (h) to, and shall cause each of its controlled affiliates to and will instruct each of its and their Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons conducted heretofore by the Shareholders with respect to any potential Competing Transaction;
- (i) shall promptly (and in any event within twenty-four (24) hours) notify the Purchaser and the Company (orally at first and then in writing) in the event that the Shareholder or any of its controlled affiliates (excluding the Company) or its Representatives receives (i) a Competing Transaction from a Person or group of related Persons; (ii) any request by a Person or group of related Persons for information relating to any potential Competing Transaction; or (iii) any inquiry or request for discussions or negotiations regarding any Competing Transaction by a Person or a group of related Persons. Any such notice required by the preceding sentence shall include the identity of the Person or group of Persons making such proposal, request or inquiry and the terms and conditions thereof (and shall include a copy of any written proposal, inquiry or request); and
- (j) not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Holder Shares or any interest therein. This paragraph (j) shall not prohibit a transfer of Holder Shares by the Shareholder to a controlled affiliate of the Shareholder; provided that, a transfer referred to in this sentence shall be permitted only if, as a pre-condition to such transfer, the transferee shall have agreed on terms satisfactory to the Purchaser, acting reasonably, to be bound by this Agreement in the same manner as the Shareholder.

2 The Shareholder hereby represents and warrants that:

- (a) The Shareholder has control or direction over the Holder Shares as set out in Schedule "A" attached to this Agreement and the beneficial owners thereof have good and marketable title thereto free and clear of any and all encumbrances, mortgages, charges, pledges, security interests, liens, adverse claims and demands or rights of others of any nature or kind whatsoever, and the Shareholder has the sole and exclusive right to vote all of the Holder Shares, and, other than pursuant to this Agreement, none of the Holder Shares are subject to any proxy, power of attorney, attorney in fact, voting trust, vote pooling, or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (b) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Holder Shares or any interest therein or right thereto;
- (c) the only securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by, the Shareholder on the date hereof are the Holder Shares;
- (d) there is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Shareholder, threatened, against or otherwise affecting the Shareholder which could reasonably be expected to impair the ability of the Shareholder to deliver this Agreement and to perform its obligations contemplated hereby;

3 The Purchaser hereby represents and warrants that:

- (a) There is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Purchaser, threatened, against or otherwise affecting the Purchaser which could reasonably be expected to impair the ability of the Purchaser to deliver this Agreement and to perform its obligations contemplated hereby;
- (b) (i) the Purchaser has the power, corporate or otherwise, and authority to execute and deliver this Agreement and to perform each of its obligations hereunder; (ii) the execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby and by the Purchase Agreement have been duly and validly authorized by all necessary corporate or equivalent action on the part of the Purchaser; (iii) no other proceedings on the part of the Purchaser are necessary to approve this Agreement or the Purchase Agreement or to perform its obligations contemplated thereby; (iv) this Agreement has been duly and validly executed and delivered by the Purchaser and, assuming the due and valid execution and delivery of this Agreement by the Shareholder and the Company, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally and (B) general equitable principles, whether enforceability is considered in a proceeding at law or equity; and (v) the Purchaser is duly organized and validly existing in accordance with the laws of its jurisdiction of formation; and
- (c) the execution, delivery and performance by the Purchaser of this Agreement and the Purchase Agreement and the performance of its obligations contemplated thereby do not (i) contravene or conflict with the organizational or governing documents of the Purchaser; (ii) contravene or conflict with or constitute a violation of any provision of any law binding

upon or applicable to the Purchaser or its properties or assets; or (iii) require the consent, approval or authorization of, or notice to or filing with any third party with respect to, result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Purchaser, or result in the creation of any lien on any of the properties or assets of the Purchaser under any agreement, contract, loan or credit agreement, note, bond, mortgage, indenture, lease, license or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or its properties or assets are bound.

- 4 The Shareholder agrees that the details of this Agreement may be described in any press release, information circular or other communication prepared by the Company or the Purchaser in connection with the Transaction and in any material change report or regulatory filing prepared by the Company or the Purchaser in connection with the execution and delivery of this Agreement and the Shareholder further agrees to this Agreement being made publicly available, including by filing on SEDAR, in accordance with applicable securities laws. Except as required by Law or applicable stock exchange requirements or as otherwise permitted by this Agreement or the Purchase Agreement, the Shareholder will not make any public announcement or public statements with respect to the transactions contemplated by this Agreement and the Purchase Agreement without the prior written approval of the Purchaser. Notwithstanding the foregoing, the Purchaser and the Company shall provide the Shareholder with reasonable advance notice of and opportunity to review and comment on such draft documentation (or excerpts thereof to the extent related to the Shareholder and its controlled affiliates) and shall accept all reasonable comments of the Shareholder regarding disclosure related to the Shareholder and its controlled affiliates.
- 5 This Agreement shall terminate and be of no further force and effect upon the earliest of:
- a) the termination of the Purchase Agreement in accordance with its terms;
 - b) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if: (i) without the prior written consent of the Shareholder, there is any decrease or change in the form of the consideration payable by the Purchaser pursuant to the Purchase Agreement; or (ii) without the prior written consent of the Shareholder, the terms of the Purchase Agreement have been varied in a manner that is materially adverse to the Company;
 - c) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company, provided the Shareholder has not breached this Agreement and is not in material default in the performance of its obligations hereunder, if any of the representations and warranties of the Purchaser contained herein is untrue or inaccurate in any material respect or if the Purchaser has not complied with its covenants contained herein in all material respects;
 - d) any voting support agreement with another shareholder of the Company in respect of the Transaction is terminated or materially amended;
 - e) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if the Transaction is not completed by July 31, 2022, unless such date is otherwise extended in writing by the agreement of the Shareholder, the Purchaser and the Company
 - f) the mutual agreement in writing of the Shareholder, the Purchaser and the Company; and
 - g) the Closing.
- 6 In the event of termination of this Agreement as provided in Section 6, (i) this Agreement shall forthwith be of no further force and effect; and (ii) there shall be no liability on the part of Purchaser, the Company or the Shareholder hereunder except that nothing contained in this Section shall

relieve any Party hereto from liability for any breach of this Agreement which occurred prior to the date of such termination.

- 7 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 8 This Agreement shall be binding upon the Purchaser, the Company and the Shareholder and upon his, her or its respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that no party hereto may assign, delegate or otherwise transfer any of their respective rights, interests or obligations under this Agreement without the prior written consent of the others.
- 9 The Shareholder acknowledges that it: (a) has read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions; (b) has been granted the opportunity to ask questions of, and to receive answers from, the Company's legal counsel concerning the terms and conditions of this Agreement; (c) has been advised to seek independent legal advice with respect to the execution and delivery of this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and (d) is entering into this Agreement voluntarily.
- 10 The Parties agree that if this Agreement is breached by a Party, or if a breach by a Party of this Agreement is threatened, the other non-breaching Parties would suffer irreparable harm for which monetary damages may be an inadequate remedy, and therefore, without limiting any other remedy available under applicable Laws or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof, shall be available to the non-breaching Parties, and any requirement for the security or posting of any bond in connection with the obtaining of such injunctive or equitable relief or specific performance is hereby waived.
- 11 This Agreement may be executed in any number of counterparts (including counterparts by pdf) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to Shareholder, upon which this letter as so accepted shall constitute an agreement among us.

[Signature page follows.]

Yours truly,

(s) Carol Osler

Carol Osler

Accepted and Agreed as of the date first written above.

SSC SECURITY SERVICES CORP.

Per: *(s) Doug Emsley*

Name: Doug Emsley

Title: CEO

Accepted and Agreed as of the date first written above.

AVANTE LOGIXX INC.

Per: *(s) Craig Campbell*

Name: Craig Campbell

Title: Chief Executive Officer

**SCHEDULE A
HOLDER SHARES**

Name of Holder	Company Shares
Carol Osler	33,000

March 30, 2022

SSC Security Services Corp.
300 - 1914 Hamilton Street
Regina, SK S4P 3N6

Avante Logixx Inc.
601 – 130 Bloor Street West
Toronto, ON M5S 1N5

Dear Sirs/Madams:

Re: Support and Voting Agreement

All capitalized terms used but not otherwise defined in this Support and Voting Agreement (the “**Agreement**”) shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

Emmanuel Mounouchos (the “**Shareholder**”) understands that SSC Security Services Corp. (the “**Purchaser**”) and Avante Logixx Inc. (the “**Company**”) wish to enter into a share purchase agreement dated as of the date hereof (the “**Purchase Agreement**”) whereby the Company will sell to the Purchaser, and the Purchaser will purchase from the Company, all of the issued and outstanding shares in the capital of Logixx Security Inc. (the “**Transaction**”). The Shareholder has control or direction over that number of common shares in the capital of the Company (the “**Holder Shares**”) set forth on Schedule “A” attached to this Agreement.

- 1 The Shareholder hereby agrees, from the date hereof until the termination of this Agreement in accordance with its terms:
 - (a) if a shareholder vote is required in connection with the consummation of the Transaction, to vote or to cause to be voted the Holder Shares, and any other shares, or other securities of the Company directly or indirectly acquired by or issued to the Shareholder after the date hereof, if any: (i) in favour of the Transaction Shareholder Approval and any other matter necessary or advisable for the completion and consummation of the Transaction at any meeting of shareholders of the Company held to consider it, or any adjournment or postponement thereof (the “**Company Meeting**”); and (ii) against: (A) any Competing Transaction or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company, Logixx Security Inc. or any of their affiliates (other than a Non-Competing Transaction), or (B) any proposed action or resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;
 - (b) to execute such written consents or approvals of any kind, if any, with respect to the Holder Shares to give effect to the Transaction in lieu of a vote of Shareholders;
 - (c) not to grant or agree to grant any proxy, power of attorney or other right to vote the Holder Shares, or enter into any voting trust or pooling or other agreement with respect to the calling of meetings of shareholders of the Company, including the Company Meeting, or the giving of any consents or approvals of any kind with respect to the Holder Shares, in each case other than pursuant to this Agreement;
 - (d) not to requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution that is inconsistent with or which

would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;

- (e) if a Company Meeting is required, to deliver or to cause to be delivered to the Company, as soon as practicable, and in any event at least ten (10) Business Days prior to the date of the Company Meeting, duly executed proxies or voting instruction forms voting in favour of the Transaction, instructing the holder thereof to vote in favour of the Transaction Shareholder Approval and naming those individuals as may be designated by the Company in the information circular in connection with the Company Meeting as proxy for the Shareholder, and not to take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form, as the case may be, deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have;
- (f) not to, directly or indirectly, exercise any rights of appraisal, rights of dissent or rights to demand the repurchase of the Holder Shares in connection with the Transaction;
- (g) not to, directly or indirectly, through any director, officer, employee, consultant, agent, advisor, controlled affiliate or other representative (each, a “**Representative**”) or otherwise, and shall not permit any such person to: (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Transaction or the Vendor Shareholder Resolution; (ii) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Transaction as contemplated by the Purchase Agreement; (iii) act jointly or in concert with others with respect to the Holder Shares or any other voting securities of the Company for the purpose of opposing or competing with the Transaction or the Vendor Shareholder Resolution; or (iv) initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist the submission of any inquiries, proposals or offers that constitute, or may reasonably be expected to lead to, a Competing Transaction or continue or engage in any discussions or negotiations with respect thereto or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations, or furnish or disclose to any person (other than the Purchaser and its respective Representatives) any information in connection therewith; initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist any effort or attempt by any other Person to do or seek to do any of the foregoing;
- (h) to, and shall cause each of its controlled affiliates to and will instruct each of its and their Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons conducted heretofore by the Shareholders with respect to any potential Competing Transaction;
- (i) shall promptly (and in any event within twenty-four (24) hours) notify the Purchaser and the Company (orally at first and then in writing) in the event that the Shareholder or any of its controlled affiliates (excluding the Company) or its Representatives receives (i) a Competing Transaction from a Person or group of related Persons; (ii) any request by a Person or group of related Persons for information relating to any potential Competing Transaction; or (iii) any inquiry or request for discussions or negotiations regarding any Competing Transaction by a Person or a group of related Persons. Any such notice required by the preceding sentence shall include the identity of the Person or group of Persons making such proposal, request or inquiry and the terms and conditions thereof (and shall include a copy of any written proposal, inquiry or request); and
- (j) not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Holder Shares or any interest therein. This paragraph (j) shall not prohibit a transfer of Holder Shares by the Shareholder to a controlled affiliate of the Shareholder; provided that, a transfer referred to in this sentence shall be permitted only

if, as a pre-condition to such transfer, the transferee shall have agreed on terms satisfactory to the Purchaser, acting reasonably, to be bound by this Agreement in the same manner as the Shareholder.

2 The Shareholder hereby represents and warrants that:

- (a) The Shareholder has control or direction over the Holder Shares as set out in Schedule "A" attached to this Agreement and the beneficial owners thereof have good and marketable title thereto free and clear of any and all encumbrances, mortgages, charges, pledges, security interests, liens, adverse claims and demands or rights of others of any nature or kind whatsoever, and the Shareholder has the sole and exclusive right to vote all of the Holder Shares, and, other than pursuant to this Agreement, none of the Holder Shares are subject to any proxy, power of attorney, attorney in fact, voting trust, vote pooling, or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (b) no person has any agreement or option, or any right or privilege (whether by law, preemptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Holder Shares or any interest therein or right thereto;
- (c) the only securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by, the Shareholder on the date hereof are the Holder Shares; and
- (d) there is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Shareholder, threatened, against or otherwise affecting the Shareholder which could reasonably be expected to impair the ability of the Shareholder to deliver this Agreement and to perform its obligations contemplated hereby.

3 The Purchaser and the Shareholder do hereby release each other, and in respect of the Purchaser, all other Company shareholders (collectively with the Shareholder, the "**Company Shareholders**"), from all liability and all claims of any kind, known or unknown, relating to the termination of the arrangement agreement, dated as of February 8, 2022 (the "**Arrangement Agreement**") and covenant and agree not to commence or prosecute any claims relating to the termination of the Arrangement Agreement that may result in claims being asserted against the Company Shareholders or the Purchaser, as applicable. The Purchaser acknowledges and agrees that its sole remedy for the termination of the Arrangement Agreement is as set out in Section 3 of the Termination Agreement between the Purchaser and the Company, dated March 30, 2022 and that it has no remedy in connection with the termination of the Arrangement Agreement against a Company Shareholder.

4 The Purchaser hereby represents and warrants that:

- (a) There is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Purchaser, threatened, against or otherwise affecting the Purchaser which could reasonably be expected to impair the ability of the Purchaser to deliver this Agreement and to perform its obligations contemplated hereby;
- (b) (i) the Purchaser has the power, corporate or otherwise, and authority to execute and deliver this Agreement and to perform each of its obligations hereunder; (ii) the execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby and by the Purchase Agreement

have been duly and validly authorized by all necessary corporate or equivalent action on the part of the Purchaser; (iii) no other proceedings on the part of the Purchaser are necessary to approve this Agreement or the Purchase Agreement or to perform its obligations contemplated thereby; (iv) this Agreement has been duly and validly executed and delivered by the Purchaser and, assuming the due and valid execution and delivery of this Agreement by the Shareholder and the Company, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally and (B) general equitable principles, whether enforceability is considered in a proceeding at law or equity; and (v) the Purchaser is duly organized and validly existing in accordance with the laws of its jurisdiction of formation; and

- (c) the execution, delivery and performance by the Purchaser of this Agreement and the Purchase Agreement and the performance of its obligations contemplated thereby do not (i) contravene or conflict with the organizational or governing documents of the Purchaser; (ii) contravene or conflict with or constitute a violation of any provision of any law binding upon or applicable to the Purchaser or its properties or assets; or (iii) require the consent, approval or authorization of, or notice to or filing with any third party with respect to, result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Purchaser, or result in the creation of any lien on any of the properties or assets of the Purchaser under any agreement, contract, loan or credit agreement, note, bond, mortgage, indenture, lease, license or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or its properties or assets are bound.

- 5 The Shareholder agrees that the details of this Agreement may be described in any press release, information circular or other communication prepared by the Company or the Purchaser in connection with the Transaction and in any material change report or regulatory filing prepared by the Company or the Purchaser in connection with the execution and delivery of this Agreement and the Shareholder further agrees to this Agreement being made publicly available, including by filing on SEDAR, in accordance with applicable securities laws. Except as required by Law or applicable stock exchange requirements or as otherwise permitted by this Agreement or the Purchase Agreement, the Shareholder will not make any public announcement or public statements with respect to the transactions contemplated by this Agreement and the Purchase Agreement without the prior written approval of the Purchaser. Notwithstanding the foregoing, the Purchaser and the Company shall provide the Shareholder with reasonable advance notice of and opportunity to review and comment on such draft documentation (or excerpts thereof to the extent related to the Shareholder and its controlled affiliates) and shall accept all reasonable comments of the Shareholder regarding disclosure related to the Shareholder and its controlled affiliates.

- 6 This Agreement shall terminate and be of no further force and effect upon the earliest of:

- a) the termination of the Purchase Agreement in accordance with its terms;
- b) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if: (i) without the prior written consent of the Shareholder, there is any decrease or change in the form of the consideration payable by the Purchaser pursuant to the Purchase Agreement; or (ii) without the prior written consent of the Shareholder, the terms of the Purchase Agreement have been varied in a manner that is materially adverse to the Company;
- c) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company, provided the Shareholder has not breached this Agreement and is not in material default in the performance of its obligations hereunder, if any of the representations and warranties of the

Purchaser contained herein is untrue or inaccurate in any material respect or if the Purchaser has not complied with its covenants contained herein in all material respects;

- d) any voting support agreement with another shareholder of the Company in respect of the Transaction is terminated or materially amended;
- e) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if the Transaction is not completed by July 31, 2022, unless such date is otherwise extended in writing by the agreement of the Shareholder, the Purchaser and the Company
- f) the mutual agreement in writing of the Shareholder, the Purchaser and the Company; and
- g) the Closing.

7 In the event of termination of this Agreement as provided in Section 6, (i) this Agreement shall forthwith be of no further force and effect; and (ii) there shall be no liability on the part of Purchaser, the Company or the Shareholder hereunder except that nothing contained in this Section shall relieve any Party hereto from liability for any breach of this Agreement which occurred prior to the date of such termination.

8 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

9 This Agreement shall be binding upon the Purchaser, the Company and the Shareholder and upon his, her or its respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that no party hereto may assign, delegate or otherwise transfer any of their respective rights, interests or obligations under this Agreement without the prior written consent of the others.

10 The Shareholder acknowledges that it: (a) has read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions; (b) has been granted the opportunity to ask questions of, and to receive answers from, the Company's legal counsel concerning the terms and conditions of this Agreement; (c) has been advised to seek independent legal advice with respect to the execution and delivery of this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and (d) is entering into this Agreement voluntarily.

11 The Parties agree that if this Agreement is breached by a Party, or if a breach by a Party of this Agreement is threatened, the other non-breaching Parties would suffer irreparable harm for which monetary damages may be an inadequate remedy, and therefore, without limiting any other remedy available under applicable Laws or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof, shall be available to the non-breaching Parties, and any requirement for the security or posting of any bond in connection with the obtaining of such injunctive or equitable relief or specific performance is hereby waived.

12 This Agreement may be executed in any number of counterparts (including counterparts by pdf) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to Shareholder, upon which this letter as so accepted shall constitute an agreement among us.

[Signature page follows.]

Yours truly,

(s) Emmanuel Mounouchos
Emmanuel Mounouchos

Accepted and Agreed as of the date first written above.

SSC SECURITY SERVICES CORP.

Per: (s) Doug Emsley
Name: Doug Emsley
Title: CEO

Accepted and Agreed as of the date first written above.

AVANTE LOGIXX INC.

Per: (s) Craig Campbell
Name: Craig Campbell
Title: Chief Executive Officer

SCHEDULE A
HOLDER SHARES

Name of Holder	Company Shares
Emmanuel Mounouchos	2,740,891

March 30, 2022

SSC Security Services Corp.
300 - 1914 Hamilton Street
Regina, SK S4P 3N6

Avante Logixx Inc.
601 – 130 Bloor Street West
Toronto, ON M5S 1N5

Dear Sirs/Madams:

Re: Support and Voting Agreement

All capitalized terms used but not otherwise defined in this Support and Voting Agreement (the “**Agreement**”) shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

Hamblin Watsa Investment Counsel Ltd., in its capacity as the investment manager of the parties set forth on Schedule “A” hereto (collectively, the “**Shareholder**”), understands that SSC Security Services Corp. (the “**Purchaser**”) and Avante Logixx Inc. (the “**Company**”) wish to enter into a share purchase agreement dated as of the date hereof (the “**Purchase Agreement**”) whereby the Company will sell to the Purchaser, and the Purchaser will purchase from the Company, all of the issued and outstanding shares in the capital of Logixx Security Inc. (the “**Transaction**”). The Shareholder has control or direction over that number of common shares in the capital of the Company (the “**Holder Shares**”) set forth on Schedule “A” attached to this Agreement.

- 1 The Shareholder hereby agrees, from the date hereof until the termination of this Agreement in accordance with its terms:
 - (a) if a shareholder vote is required in connection with the consummation of the Transaction, to vote or to cause to be voted the Holder Shares, and any other shares, or other securities of the Company directly or indirectly acquired by or issued to the Shareholder after the date hereof, if any: (i) in favour of the Transaction Shareholder Approval and any other matter necessary or advisable for the completion and consummation of the Transaction at any meeting of shareholders of the Company held to consider it, or any adjournment or postponement thereof (the “**Company Meeting**”); and (ii) against: (A) any Competing Transaction or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company, Logixx Security Inc. or any of their affiliates (other than a Non-Competing Transaction), or (B) any proposed action or resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;
 - (b) to execute such written consents or approvals of any kind, if any, with respect to the Holder Shares to give effect to the Transaction in lieu of a vote of Shareholders;
 - (c) not to grant or agree to grant any proxy, power of attorney or other right to vote the Holder Shares, or enter into any voting trust or pooling or other agreement with respect to the calling of meetings of shareholders of the Company, including the Company Meeting, or the giving of any consents or approvals of any kind with respect to the Holder Shares, in each case other than pursuant to this Agreement;
 - (d) not to requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution that is inconsistent with or which

would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;

- (e) if a Company Meeting is required, to deliver or to cause to be delivered to the Company, as soon as practicable, and in any event at least ten (10) Business Days prior to the date of the Company Meeting, duly executed proxies or voting instruction forms voting in favour of the Transaction, instructing the holder thereof to vote in favour of the Transaction Shareholder Approval and naming those individuals as may be designated by the Company in the information circular in connection with the Company Meeting as proxy for the Shareholder, and not to take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form, as the case may be, deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have;
- (f) not to, directly or indirectly, exercise any rights of appraisal, rights of dissent or rights to demand the repurchase of the Holder Shares in connection with the Transaction;
- (g) not to, directly or indirectly, through any director, officer, employee, consultant, agent, advisor, controlled affiliate or other representative (each, a “**Representative**”) or otherwise, and shall not permit any such person to: (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Transaction or the Vendor Shareholder Resolution; (ii) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Transaction as contemplated by the Purchase Agreement; (iii) act jointly or in concert with others with respect to the Holder Shares or any other voting securities of the Company for the purpose of opposing or competing with the Transaction or the Vendor Shareholder Resolution; or (iv) initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist the submission of any inquiries, proposals or offers that constitute, or may reasonably be expected to lead to, a Competing Transaction or continue or engage in any discussions or negotiations with respect thereto or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations, or furnish or disclose to any person (other than the Purchaser and its respective Representatives) any information in connection therewith; initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist any effort or attempt by any other Person to do or seek to do any of the foregoing;
- (h) to, and shall cause each of its controlled affiliates to and will instruct each of its and their Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons conducted heretofore by the Shareholders with respect to any potential Competing Transaction;
- (i) shall promptly (and in any event within twenty-four (24) hours) notify the Purchaser and the Company (orally at first and then in writing) in the event that the Shareholder or any of its controlled affiliates (excluding the Company) or its Representatives receives (i) a Competing Transaction from a Person or group of related Persons; (ii) any request by a Person or group of related Persons for information relating to any potential Competing Transaction; or (iii) any inquiry or request for discussions or negotiations regarding any Competing Transaction by a Person or a group of related Persons. Any such notice required by the preceding sentence shall include the identity of the Person or group of Persons making such proposal, request or inquiry and the terms and conditions thereof (and shall include a copy of any written proposal, inquiry or request); and
- (j) not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Holder Shares or any interest therein. This paragraph (j) shall not prohibit a transfer of Holder Shares by the Shareholder to a controlled affiliate of the Shareholder; provided that, a transfer referred to in this sentence shall be permitted only

if, as a pre-condition to such transfer, the transferee shall have agreed on terms satisfactory to the Purchaser, acting reasonably, to be bound by this Agreement in the same manner as the Shareholder.

2 The Shareholder hereby represents and warrants that:

- (a) The Shareholder has control or direction over the Holder Shares as set out in Schedule "A" attached to this Agreement and the beneficial owners thereof have good and marketable title thereto free and clear of any and all encumbrances, mortgages, charges, pledges, security interests, liens, adverse claims and demands or rights of others of any nature or kind whatsoever, and the Shareholder has the sole and exclusive right to vote all of the Holder Shares, and, other than pursuant to this Agreement, none of the Holder Shares are subject to any proxy, power of attorney, attorney in fact, voting trust, vote pooling, or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (b) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Holder Shares or any interest therein or right thereto;
- (c) the only securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by, the Shareholder on the date hereof are the Holder Shares;
- (d) there is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Shareholder, threatened, against or otherwise affecting the Shareholder which could reasonably be expected to impair the ability of the Shareholder to deliver this Agreement and to perform its obligations contemplated hereby;
- (e) (i) the Shareholder has the power, corporate or otherwise, and authority to execute and deliver this Agreement and to perform each of its obligations hereunder; (ii) the execution, delivery and performance by the Shareholder of this Agreement and the consummation by the Shareholder of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or equivalent action on the part of the Shareholder; (iii) no other proceedings on the part of the Shareholder are necessary to approve this Agreement or to perform its obligations contemplated hereby; (iv) this Agreement has been duly and validly executed and delivered by the Shareholder and, assuming the due and valid execution and delivery of this Agreement by Purchaser and the Company, constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally and (B) general equitable principles, whether enforceability is considered in a proceeding at law or equity; and (v) the Shareholder is duly organized and validly existing in accordance with the laws of its jurisdiction of formation; and
- (f) the execution, delivery and performance by the Shareholder of this Agreement and the performance of its obligations contemplated hereby do not (i) contravene or conflict with the organizational or governing documents of the Shareholder; (ii) contravene or conflict with or constitute a violation of any provision of any law binding upon or applicable to the Shareholder or its properties or assets; or (iii) require the consent, approval or authorization of, or notice to or filing with any third party with respect to, result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of benefit under, or give rise to any right of

termination, cancellation, amendment or acceleration of any right or obligation of the Shareholder, or result in the creation of any lien on any of the properties or assets of the Shareholder under any agreement, contract, loan or credit agreement, note, bond, mortgage, indenture, lease, license or other instrument or obligation to which the Shareholder is a party or by which the Shareholder or its properties or assets are bound.

- 3 The Purchaser and the Shareholder do hereby release each other, and in respect of the Purchaser, all other Company shareholders (collectively with the Shareholder, the “**Company Shareholders**”), from all liability and all claims of any kind, known or unknown, relating to the termination of the arrangement agreement, dated as of February 8, 2022 (the “**Arrangement Agreement**”) and covenant and agree not to commence or prosecute any claims relating to the termination of the Arrangement Agreement that may result in claims being asserted against the Company Shareholders or the Purchaser, as applicable. The Purchaser acknowledges and agrees that its sole remedy for the termination of the Arrangement Agreement is as set out in Section 3 of the Termination Agreement between the Purchaser and the Company, dated March 30, 2022 and that it has no remedy in connection with the termination of the Arrangement Agreement against a Company Shareholder.
- 4 The Purchaser hereby represents and warrants that:
- (a) There is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Purchaser, threatened, against or otherwise affecting the Purchaser which could reasonably be expected to impair the ability of the Purchaser to deliver this Agreement and to perform its obligations contemplated hereby;
 - (b) (i) the Purchaser has the power, corporate or otherwise, and authority to execute and deliver this Agreement and to perform each of its obligations hereunder; (ii) the execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby and by the Purchase Agreement have been duly and validly authorized by all necessary corporate or equivalent action on the part of the Purchaser; (iii) no other proceedings on the part of the Purchaser are necessary to approve this Agreement or the Purchase Agreement or to perform its obligations contemplated thereby; (iv) this Agreement has been duly and validly executed and delivered by the Purchaser and, assuming the due and valid execution and delivery of this Agreement by the Shareholder and the Company, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar Laws affecting the enforcement of creditors’ rights generally and (B) general equitable principles, whether enforceability is considered in a proceeding at law or equity; and (v) the Purchaser is duly organized and validly existing in accordance with the laws of its jurisdiction of formation; and
 - (c) the execution, delivery and performance by the Purchaser of this Agreement and the Purchase Agreement and the performance of its obligations contemplated thereby do not (i) contravene or conflict with the organizational or governing documents of the Purchaser; (ii) contravene or conflict with or constitute a violation of any provision of any law binding upon or applicable to the Purchaser or its properties or assets; or (iii) require the consent, approval or authorization of, or notice to or filing with any third party with respect to, result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Purchaser, or result in the creation of any lien on any of the properties or assets of the Purchaser under any agreement, contract, loan or credit agreement, note, bond, mortgage, indenture, lease, license or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or its properties or assets are bound.

- 5 The Shareholder agrees that the details of this Agreement may be described in any press release, information circular or other communication prepared by the Company or the Purchaser in connection with the Transaction and in any material change report or regulatory filing prepared by the Company or the Purchaser in connection with the execution and delivery of this Agreement and the Shareholder further agrees to this Agreement being made publicly available, including by filing on SEDAR, in accordance with applicable securities laws. Except as required by Law or applicable stock exchange requirements or as otherwise permitted by this Agreement or the Purchase Agreement, the Shareholder will not make any public announcement or public statements with respect to the transactions contemplated by this Agreement and the Purchase Agreement without the prior written approval of the Purchaser. Notwithstanding the foregoing, the Purchaser and the Company shall provide the Shareholder with reasonable advance notice of and opportunity to review and comment on such draft documentation (or excerpts thereof to the extent related to the Shareholder and its controlled affiliates) and shall accept all reasonable comments of the Shareholder regarding disclosure related to the Shareholder and its controlled affiliates.
- 6 This Agreement shall terminate and be of no further force and effect upon the earliest of:
- a) the termination of the Purchase Agreement in accordance with its terms;
 - b) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if: (i) without the prior written consent of the Shareholder, there is any decrease or change in the form of the consideration payable by the Purchaser pursuant to the Purchase Agreement; or (ii) without the prior written consent of the Shareholder, the terms of the Purchase Agreement have been varied in a manner that is materially adverse to the Company;
 - c) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company, provided the Shareholder has not breached this Agreement and is not in material default in the performance of its obligations hereunder, if any of the representations and warranties of the Purchaser contained herein is untrue or inaccurate in any material respect or if the Purchaser has not complied with its covenants contained herein in all material respects;
 - d) any voting support agreement with another shareholder of the Company in respect of the Transaction is terminated or materially amended;
 - e) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if the Transaction is not completed by July 31, 2022, unless such date is otherwise extended in writing by the agreement of the Shareholder, the Purchaser and the Company
 - f) the mutual agreement in writing of the Shareholder, the Purchaser and the Company; and
 - g) the Closing.
- 7 In the event of termination of this Agreement as provided in Section 6, (i) this Agreement shall forthwith be of no further force and effect; and (ii) there shall be no liability on the part of Purchaser, the Company or the Shareholder hereunder except that nothing contained in this Section shall relieve any Party hereto from liability for any breach of this Agreement which occurred prior to the date of such termination.
- 8 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 9 This Agreement shall be binding upon the Purchaser, the Company and the Shareholder and upon his, her or its respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that no party hereto may assign, delegate or otherwise transfer any of their

respective rights, interests or obligations under this Agreement without the prior written consent of the others.

- 10 The Shareholder acknowledges that it: (a) has read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions; (b) has been granted the opportunity to ask questions of, and to receive answers from, the Company's legal counsel concerning the terms and conditions of this Agreement; (c) has been advised to seek independent legal advice with respect to the execution and delivery of this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and (d) is entering into this Agreement voluntarily.
- 11 The Parties agree that if this Agreement is breached by a Party, or if a breach by a Party of this Agreement is threatened, the other non-breaching Parties would suffer irreparable harm for which monetary damages may be an inadequate remedy, and therefore, without limiting any other remedy available under applicable Laws or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof, shall be available to the non-breaching Parties, and any requirement for the security or posting of any bond in connection with the obtaining of such injunctive or equitable relief or specific performance is hereby waived.
- 12 This Agreement may be executed in any number of counterparts (including counterparts by pdf) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to Shareholder, upon which this letter as so accepted shall constitute an agreement among us.

[Signature page follows.]

Yours truly,

HAMBLIN WATSA INVESTMENT COUNSEL LTD.

Per: (s) *Peter Clarke*

Name: Peter Clarke

Title: Chief Risk Officer

Accepted and Agreed as of the date first written above.

SSC SECURITY SERVICES CORP.

Per: (s) *Doug Emsley*

Name: Doug Emsley

Title: CEO

Accepted and Agreed as of the date first written above.

AVANTE LOGIXX INC.

Per: (s) *Craig Campbell*

Name: Craig Campbell

Title: Chief Executive Officer

**SCHEDULE A
HOLDER SHARES**

Name of Holder	Company Shares
Northbridge General Insurance Corporation	1,324,358
Allied World Insurance Company	3,973,076

March 30, 2022

SSC Security Services Corp.
300 - 1914 Hamilton Street
Regina, SK S4P 3N6

Avante Logixx Inc.
601 – 130 Bloor Street West
Toronto, ON M5S 1N5

Dear Sirs/Madams:

Re: Support and Voting Agreement

All capitalized terms used but not otherwise defined in this Support and Voting Agreement (the “**Agreement**”) shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

Joseph Leeder (the “**Shareholder**”) understands that SSC Security Services Corp. (the “**Purchaser**”) and Avante Logixx Inc. (the “**Company**”) wish to enter into a share purchase agreement dated as of the date hereof (the “**Purchase Agreement**”) whereby the Company will sell to the Purchaser, and the Purchaser will purchase from the Company, all of the issued and outstanding shares in the capital of Logixx Security Inc. (the “**Transaction**”). The Shareholder has control or direction over that number of common shares in the capital of the Company (the “**Holder Shares**”) set forth on Schedule “A” attached to this Agreement.

- 1 The Shareholder hereby agrees, from the date hereof until the termination of this Agreement in accordance with its terms:
 - (a) if a shareholder vote is required in connection with the consummation of the Transaction, to vote or to cause to be voted the Holder Shares, and any other shares, or other securities of the Company directly or indirectly acquired by or issued to the Shareholder after the date hereof, if any: (i) in favour of the Transaction Shareholder Approval and any other matter necessary or advisable for the completion and consummation of the Transaction at any meeting of shareholders of the Company held to consider it, or any adjournment or postponement thereof (the “**Company Meeting**”); and (ii) against: (A) any Competing Transaction or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company, Logixx Security Inc. or any of their affiliates (other than a Non-Competing Transaction), or (B) any proposed action or resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;
 - (b) to execute such written consents or approvals of any kind, if any, with respect to the Holder Shares to give effect to the Transaction in lieu of a vote of Shareholders;
 - (c) not to grant or agree to grant any proxy, power of attorney or other right to vote the Holder Shares, or enter into any voting trust or pooling or other agreement with respect to the calling of meetings of shareholders of the Company, including the Company Meeting, or the giving of any consents or approvals of any kind with respect to the Holder Shares, in each case other than pursuant to this Agreement;
 - (d) not to requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;

- (e) if a Company Meeting is required, to deliver or to cause to be delivered to the Company, as soon as practicable, and in any event at least ten (10) Business Days prior to the date of the Company Meeting, duly executed proxies or voting instruction forms voting in favour of the Transaction, instructing the holder thereof to vote in favour of the Transaction Shareholder Approval and naming those individuals as may be designated by the Company in the information circular in connection with the Company Meeting as proxy for the Shareholder, and not to take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form, as the case may be, deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have;
- (f) not to, directly or indirectly, exercise any rights of appraisal, rights of dissent or rights to demand the repurchase of the Holder Shares in connection with the Transaction;
- (g) not to, directly or indirectly, through any director, officer, employee, consultant, agent, advisor, controlled affiliate or other representative (each, a “**Representative**”) or otherwise, and shall not permit any such person to: (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Transaction or the Vendor Shareholder Resolution; (ii) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Transaction as contemplated by the Purchase Agreement; (iii) act jointly or in concert with others with respect to the Holder Shares or any other voting securities of the Company for the purpose of opposing or competing with the Transaction or the Vendor Shareholder Resolution; or (iv) initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist the submission of any inquiries, proposals or offers that constitute, or may reasonably be expected to lead to, a Competing Transaction or continue or engage in any discussions or negotiations with respect thereto or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations, or furnish or disclose to any person (other than the Purchaser and its respective Representatives) any information in connection therewith; initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist any effort or attempt by any other Person to do or seek to do any of the foregoing;
- (h) to, and shall cause each of its controlled affiliates to and will instruct each of its and their Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons conducted heretofore by the Shareholders with respect to any potential Competing Transaction;
- (i) shall promptly (and in any event within twenty-four (24) hours) notify the Purchaser and the Company (orally at first and then in writing) in the event that the Shareholder or any of its controlled affiliates (excluding the Company) or its Representatives receives (i) a Competing Transaction from a Person or group of related Persons; (ii) any request by a Person or group of related Persons for information relating to any potential Competing Transaction; or (iii) any inquiry or request for discussions or negotiations regarding any Competing Transaction by a Person or a group of related Persons. Any such notice required by the preceding sentence shall include the identity of the Person or group of Persons making such proposal, request or inquiry and the terms and conditions thereof (and shall include a copy of any written proposal, inquiry or request); and
- (j) not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Holder Shares or any interest therein. This paragraph (j) shall not prohibit a transfer of Holder Shares by the Shareholder to a controlled affiliate of the Shareholder; provided that, a transfer referred to in this sentence shall be permitted only if, as a pre-condition to such transfer, the transferee shall have agreed on terms satisfactory to the Purchaser, acting reasonably, to be bound by this Agreement in the same manner as the Shareholder.

2 The Shareholder hereby represents and warrants that:

- (a) The Shareholder has control or direction over the Holder Shares as set out in Schedule "A" attached to this Agreement and the beneficial owners thereof have good and marketable title thereto free and clear of any and all encumbrances, mortgages, charges, pledges, security interests, liens, adverse claims and demands or rights of others of any nature or kind whatsoever, and the Shareholder has the sole and exclusive right to vote all of the Holder Shares, and, other than pursuant to this Agreement, none of the Holder Shares are subject to any proxy, power of attorney, attorney in fact, voting trust, vote pooling, or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (b) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Holder Shares or any interest therein or right thereto;
- (c) the only securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by, the Shareholder on the date hereof are the Holder Shares;
- (d) there is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Shareholder, threatened, against or otherwise affecting the Shareholder which could reasonably be expected to impair the ability of the Shareholder to deliver this Agreement and to perform its obligations contemplated hereby;

3 The Purchaser hereby represents and warrants that:

- (a) There is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Purchaser, threatened, against or otherwise affecting the Purchaser which could reasonably be expected to impair the ability of the Purchaser to deliver this Agreement and to perform its obligations contemplated hereby;
- (b) (i) the Purchaser has the power, corporate or otherwise, and authority to execute and deliver this Agreement and to perform each of its obligations hereunder; (ii) the execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby and by the Purchase Agreement have been duly and validly authorized by all necessary corporate or equivalent action on the part of the Purchaser; (iii) no other proceedings on the part of the Purchaser are necessary to approve this Agreement or the Purchase Agreement or to perform its obligations contemplated thereby; (iv) this Agreement has been duly and validly executed and delivered by the Purchaser and, assuming the due and valid execution and delivery of this Agreement by the Shareholder and the Company, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally and (B) general equitable principles, whether enforceability is considered in a proceeding at law or equity; and (v) the Purchaser is duly organized and validly existing in accordance with the laws of its jurisdiction of formation; and
- (c) the execution, delivery and performance by the Purchaser of this Agreement and the Purchase Agreement and the performance of its obligations contemplated thereby do not (i) contravene or conflict with the organizational or governing documents of the Purchaser; (ii) contravene or conflict with or constitute a violation of any provision of any law binding

upon or applicable to the Purchaser or its properties or assets; or (iii) require the consent, approval or authorization of, or notice to or filing with any third party with respect to, result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Purchaser, or result in the creation of any lien on any of the properties or assets of the Purchaser under any agreement, contract, loan or credit agreement, note, bond, mortgage, indenture, lease, license or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or its properties or assets are bound.

- 4 The Shareholder agrees that the details of this Agreement may be described in any press release, information circular or other communication prepared by the Company or the Purchaser in connection with the Transaction and in any material change report or regulatory filing prepared by the Company or the Purchaser in connection with the execution and delivery of this Agreement and the Shareholder further agrees to this Agreement being made publicly available, including by filing on SEDAR, in accordance with applicable securities laws. Except as required by Law or applicable stock exchange requirements or as otherwise permitted by this Agreement or the Purchase Agreement, the Shareholder will not make any public announcement or public statements with respect to the transactions contemplated by this Agreement and the Purchase Agreement without the prior written approval of the Purchaser. Notwithstanding the foregoing, the Purchaser and the Company shall provide the Shareholder with reasonable advance notice of and opportunity to review and comment on such draft documentation (or excerpts thereof to the extent related to the Shareholder and its controlled affiliates) and shall accept all reasonable comments of the Shareholder regarding disclosure related to the Shareholder and its controlled affiliates.
- 5 This Agreement shall terminate and be of no further force and effect upon the earliest of:
- a) the termination of the Purchase Agreement in accordance with its terms;
 - b) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if: (i) without the prior written consent of the Shareholder, there is any decrease or change in the form of the consideration payable by the Purchaser pursuant to the Purchase Agreement; or (ii) without the prior written consent of the Shareholder, the terms of the Purchase Agreement have been varied in a manner that is materially adverse to the Company;
 - c) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company, provided the Shareholder has not breached this Agreement and is not in material default in the performance of its obligations hereunder, if any of the representations and warranties of the Purchaser contained herein is untrue or inaccurate in any material respect or if the Purchaser has not complied with its covenants contained herein in all material respects;
 - d) any voting support agreement with another shareholder of the Company in respect of the Transaction is terminated or materially amended;
 - e) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if the Transaction is not completed by July 31, 2022, unless such date is otherwise extended in writing by the agreement of the Shareholder, the Purchaser and the Company
 - f) the mutual agreement in writing of the Shareholder, the Purchaser and the Company; and
 - g) the Closing.
- 6 In the event of termination of this Agreement as provided in Section 6, (i) this Agreement shall forthwith be of no further force and effect; and (ii) there shall be no liability on the part of Purchaser, the Company or the Shareholder hereunder except that nothing contained in this Section shall

relieve any Party hereto from liability for any breach of this Agreement which occurred prior to the date of such termination.

- 7 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 8 This Agreement shall be binding upon the Purchaser, the Company and the Shareholder and upon his, her or its respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that no party hereto may assign, delegate or otherwise transfer any of their respective rights, interests or obligations under this Agreement without the prior written consent of the others.
- 9 The Shareholder acknowledges that it: (a) has read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions; (b) has been granted the opportunity to ask questions of, and to receive answers from, the Company's legal counsel concerning the terms and conditions of this Agreement; (c) has been advised to seek independent legal advice with respect to the execution and delivery of this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and (d) is entering into this Agreement voluntarily.
- 10 The Parties agree that if this Agreement is breached by a Party, or if a breach by a Party of this Agreement is threatened, the other non-breaching Parties would suffer irreparable harm for which monetary damages may be an inadequate remedy, and therefore, without limiting any other remedy available under applicable Laws or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof, shall be available to the non-breaching Parties, and any requirement for the security or posting of any bond in connection with the obtaining of such injunctive or equitable relief or specific performance is hereby waived.
- 11 This Agreement may be executed in any number of counterparts (including counterparts by pdf) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to Shareholder, upon which this letter as so accepted shall constitute an agreement among us.

[Signature page follows.]

Yours truly,

(s) Joseph Leeder

Joseph Leeder

Accepted and Agreed as of the date first written above.

SSC SECURITY SERVICES CORP.

Per: (s) Doug Emsley

Name: Doug Emsley

Title: CEO

Accepted and Agreed as of the date first written above.

AVANTE LOGIXX INC.

Per: (s) Craig Campbell

Name: Craig Campbell

Title: Chief Executive Officer

**SCHEDULE A
HOLDER SHARES**

Name of Holder	Company Shares
Joseph Leeder	72,250

March 30, 2022

SSC Security Services Corp.
300 - 1914 Hamilton Street
Regina, SK S4P 3N6

Avante Logixx Inc.
601 – 130 Bloor Street West
Toronto, ON M5S 1N5

Dear Sirs/Madams:

Re: Support and Voting Agreement

All capitalized terms used but not otherwise defined in this Support and Voting Agreement (the “**Agreement**”) shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

Samuel L. Duboc (the “**Shareholder**”) understands that SSC Security Services Corp. (the “**Purchaser**”) and Avante Logixx Inc. (the “**Company**”) wish to enter into a share purchase agreement dated as of the date hereof (the “**Purchase Agreement**”) whereby the Company will sell to the Purchaser, and the Purchaser will purchase from the Company, all of the issued and outstanding shares in the capital of Logixx Security Inc. (the “**Transaction**”). The Shareholder has control or direction over that number of common shares in the capital of the Company (the “**Holder Shares**”) set forth on Schedule “A” attached to this Agreement.

- 1 The Shareholder hereby agrees, from the date hereof until the termination of this Agreement in accordance with its terms:
 - (a) if a shareholder vote is required in connection with the consummation of the Transaction, to vote or to cause to be voted the Holder Shares, and any other shares, or other securities of the Company directly or indirectly acquired by or issued to the Shareholder after the date hereof, if any: (i) in favour of the Transaction Shareholder Approval and any other matter necessary or advisable for the completion and consummation of the Transaction at any meeting of shareholders of the Company held to consider it, or any adjournment or postponement thereof (the “**Company Meeting**”); and (ii) against: (A) any Competing Transaction or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving the Company, Logixx Security Inc. or any of their affiliates (other than a Non-Competing Transaction), or (B) any proposed action or resolution that is inconsistent with or which would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;
 - (b) to execute such written consents or approvals of any kind, if any, with respect to the Holder Shares to give effect to the Transaction in lieu of a vote of Shareholders;
 - (c) not to grant or agree to grant any proxy, power of attorney or other right to vote the Holder Shares, or enter into any voting trust or pooling or other agreement with respect to the calling of meetings of shareholders of the Company, including the Company Meeting, or the giving of any consents or approvals of any kind with respect to the Holder Shares, in each case other than pursuant to this Agreement;
 - (d) not to requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution that is inconsistent with or which

would be reasonably expected to impede, interfere with, materially delay or otherwise adversely affect the consummation of the Transaction;

- (e) if a Company Meeting is required, to deliver or to cause to be delivered to the Company, as soon as practicable, and in any event at least ten (10) Business Days prior to the date of the Company Meeting, duly executed proxies or voting instruction forms voting in favour of the Transaction, instructing the holder thereof to vote in favour of the Transaction Shareholder Approval and naming those individuals as may be designated by the Company in the information circular in connection with the Company Meeting as proxy for the Shareholder, and not to take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form, as the case may be, deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder might have;
- (f) not to, directly or indirectly, exercise any rights of appraisal, rights of dissent or rights to demand the repurchase of the Holder Shares in connection with the Transaction;
- (g) not to, directly or indirectly, through any director, officer, employee, consultant, agent, advisor, controlled affiliate or other representative (each, a “**Representative**”) or otherwise, and shall not permit any such person to: (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Transaction or the Vendor Shareholder Resolution; (ii) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Transaction as contemplated by the Purchase Agreement; (iii) act jointly or in concert with others with respect to the Holder Shares or any other voting securities of the Company for the purpose of opposing or competing with the Transaction or the Vendor Shareholder Resolution; or (iv) initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist the submission of any inquiries, proposals or offers that constitute, or may reasonably be expected to lead to, a Competing Transaction or continue or engage in any discussions or negotiations with respect thereto or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations, or furnish or disclose to any person (other than the Purchaser and its respective Representatives) any information in connection therewith; initiate, solicit, propose, knowingly encourage, knowingly facilitate or knowingly assist any effort or attempt by any other Person to do or seek to do any of the foregoing;
- (h) to, and shall cause each of its controlled affiliates to and will instruct each of its and their Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons conducted heretofore by the Shareholders with respect to any potential Competing Transaction;
- (i) shall promptly (and in any event within twenty-four (24) hours) notify the Purchaser and the Company (orally at first and then in writing) in the event that the Shareholder or any of its controlled affiliates (excluding the Company) or its Representatives receives (i) a Competing Transaction from a Person or group of related Persons; (ii) any request by a Person or group of related Persons for information relating to any potential Competing Transaction; or (iii) any inquiry or request for discussions or negotiations regarding any Competing Transaction by a Person or a group of related Persons. Any such notice required by the preceding sentence shall include the identity of the Person or group of Persons making such proposal, request or inquiry and the terms and conditions thereof (and shall include a copy of any written proposal, inquiry or request); and
- (j) not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Holder Shares or any interest therein. This paragraph (j) shall not prohibit a transfer of Holder Shares by the Shareholder to a controlled affiliate of the Shareholder; provided that, a transfer referred to in this sentence shall be permitted only

if, as a pre-condition to such transfer, the transferee shall have agreed on terms satisfactory to the Purchaser, acting reasonably, to be bound by this Agreement in the same manner as the Shareholder.

2 The Shareholder hereby represents and warrants that:

- (a) The Shareholder has control or direction over the Holder Shares as set out in Schedule "A" attached to this Agreement and the beneficial owners thereof have good and marketable title thereto free and clear of any and all encumbrances, mortgages, charges, pledges, security interests, liens, adverse claims and demands or rights of others of any nature or kind whatsoever, and the Shareholder has the sole and exclusive right to vote all of the Holder Shares, and, other than pursuant to this Agreement, none of the Holder Shares are subject to any proxy, power of attorney, attorney in fact, voting trust, vote pooling, or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (b) no person has any agreement or option, or any right or privilege (whether by law, preemptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Holder Shares or any interest therein or right thereto;
- (c) the only securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by, the Shareholder on the date hereof are the Holder Shares;
- (d) there is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Shareholder, threatened, against or otherwise affecting the Shareholder which could reasonably be expected to impair the ability of the Shareholder to deliver this Agreement and to perform its obligations contemplated hereby;

3 The Purchaser hereby represents and warrants that:

- (a) There is no claim, action, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to the knowledge of the Purchaser, threatened, against or otherwise affecting the Purchaser which could reasonably be expected to impair the ability of the Purchaser to deliver this Agreement and to perform its obligations contemplated hereby;
- (b) (i) the Purchaser has the power, corporate or otherwise, and authority to execute and deliver this Agreement and to perform each of its obligations hereunder; (ii) the execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby and by the Purchase Agreement have been duly and validly authorized by all necessary corporate or equivalent action on the part of the Purchaser; (iii) no other proceedings on the part of the Purchaser are necessary to approve this Agreement or the Purchase Agreement or to perform its obligations contemplated thereby; (iv) this Agreement has been duly and validly executed and delivered by the Purchaser and, assuming the due and valid execution and delivery of this Agreement by the Shareholder and the Company, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally and (B) general equitable principles, whether enforceability is considered in a proceeding at law or equity; and (v) the Purchaser is duly organized and validly existing in accordance with the laws of its jurisdiction of formation; and

- (c) the execution, delivery and performance by the Purchaser of this Agreement and the Purchase Agreement and the performance of its obligations contemplated thereby do not (i) contravene or conflict with the organizational or governing documents of the Purchaser; (ii) contravene or conflict with or constitute a violation of any provision of any law binding upon or applicable to the Purchaser or its properties or assets; or (iii) require the consent, approval or authorization of, or notice to or filing with any third party with respect to, result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Purchaser, or result in the creation of any lien on any of the properties or assets of the Purchaser under any agreement, contract, loan or credit agreement, note, bond, mortgage, indenture, lease, license or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or its properties or assets are bound.
- 4 The Shareholder agrees that the details of this Agreement may be described in any press release, information circular or other communication prepared by the Company or the Purchaser in connection with the Transaction and in any material change report or regulatory filing prepared by the Company or the Purchaser in connection with the execution and delivery of this Agreement and the Shareholder further agrees to this Agreement being made publicly available, including by filing on SEDAR, in accordance with applicable securities laws. Except as required by Law or applicable stock exchange requirements or as otherwise permitted by this Agreement or the Purchase Agreement, the Shareholder will not make any public announcement or public statements with respect to the transactions contemplated by this Agreement and the Purchase Agreement without the prior written approval of the Purchaser. Notwithstanding the foregoing, the Purchaser and the Company shall provide the Shareholder with reasonable advance notice of and opportunity to review and comment on such draft documentation (or excerpts thereof to the extent related to the Shareholder and its controlled affiliates) and shall accept all reasonable comments of the Shareholder regarding disclosure related to the Shareholder and its controlled affiliates.
- 5 This Agreement shall terminate and be of no further force and effect upon the earliest of:
 - a) the termination of the Purchase Agreement in accordance with its terms;
 - b) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if: (i) without the prior written consent of the Shareholder, there is any decrease or change in the form of the consideration payable by the Purchaser pursuant to the Purchase Agreement; or (ii) without the prior written consent of the Shareholder, the terms of the Purchase Agreement have been varied in a manner that is materially adverse to the Company;
 - c) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company, provided the Shareholder has not breached this Agreement and is not in material default in the performance of its obligations hereunder, if any of the representations and warranties of the Purchaser contained herein is untrue or inaccurate in any material respect or if the Purchaser has not complied with its covenants contained herein in all material respects;
 - d) any voting support agreement with another shareholder of the Company in respect of the Transaction is terminated or materially amended;
 - e) the delivery of written notice of termination by the Shareholder to the Purchaser and the Company if the Transaction is not completed by July 31, 2022, unless such date is otherwise extended in writing by the agreement of the Shareholder, the Purchaser and the Company
 - f) the mutual agreement in writing of the Shareholder, the Purchaser and the Company; and
 - g) the Closing.

- 6 In the event of termination of this Agreement as provided in Section 6, (i) this Agreement shall forthwith be of no further force and effect; and (ii) there shall be no liability on the part of Purchaser, the Company or the Shareholder hereunder except that nothing contained in this Section shall relieve any Party hereto from liability for any breach of this Agreement which occurred prior to the date of such termination.
- 7 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 8 This Agreement shall be binding upon the Purchaser, the Company and the Shareholder and upon his, her or its respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that no party hereto may assign, delegate or otherwise transfer any of their respective rights, interests or obligations under this Agreement without the prior written consent of the others.
- 9 The Shareholder acknowledges that it: (a) has read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions; (b) has been granted the opportunity to ask questions of, and to receive answers from, the Company's legal counsel concerning the terms and conditions of this Agreement; (c) has been advised to seek independent legal advice with respect to the execution and delivery of this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and (d) is entering into this Agreement voluntarily.
- 10 The Parties agree that if this Agreement is breached by a Party, or if a breach by a Party of this Agreement is threatened, the other non-breaching Parties would suffer irreparable harm for which monetary damages may be an inadequate remedy, and therefore, without limiting any other remedy available under applicable Laws or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof, shall be available to the non-breaching Parties, and any requirement for the security or posting of any bond in connection with the obtaining of such injunctive or equitable relief or specific performance is hereby waived.
- 11 This Agreement may be executed in any number of counterparts (including counterparts by pdf) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to Shareholder, upon which this letter as so accepted shall constitute an agreement among us.

[Signature page follows.]

Yours truly,

(s) Samuel L. Duboc

Samuel L. Duboc

Accepted and Agreed as of the date first written above.

SSC SECURITY SERVICES CORP.

Per: (s) Doug Emsley

Name: Doug Emsley

Title: CEO

Accepted and Agreed as of the date first written above.

AVANTE LOGIXX INC.

Per: (s) Craig Campbell

Name: Craig Campbell

Title: Chief Executive Officer

**SCHEDULE A
HOLDER SHARES**

Name of Holder	Company Shares
Samuel L. Duboc	250,000