

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 8th day of July 2016.

AMONG:

PETRO BASIN ENERGY CORP.,
a corporation existing under the laws of Ontario
(hereinafter referred to as the “**ParentCo**”)

- and -

CENTENNIAL ACQUISITIONS CORP.,
a corporation existing under the laws of British Columbia
(hereinafter referred to as the “**Purchaser**”)

- and -

STARTMONDAY HOLDING B.V.
a corporation existing under the laws of the Netherlands
(hereinafter referred to as “**StartMonday**”)

-and-

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

WHEREAS:

- (A) ParentCo is a “reporting issuer” (as that term is defined by applicable securities law) in the Provinces of British Columbia, Ontario and Alberta;
- (B) Purchaser was created as a wholly-owned subsidiary of ParentCo;
- (C) ParentCo and Purchaser are parties to an arrangement agreement dated as of April 25, 2016 (the “**Arrangement Agreement**”);
- (D) Pursuant to the terms of the Arrangement Agreement, ParentCo will cause Purchaser to be spun out to its shareholders (the “**Spin-Out**”) in advance of the completion of the Transaction (as such term is defined below) in reliance on the prospectus and registration exemptions set forth in section 2.11 of National Instrument 45-106 – *Prospectus and Registration Exemptions*, of the Canadian Securities Administrators (“**NI 45-106**”), and as a result thereof, Purchaser will become a reporting issuer in the Provinces of British Columbia, Ontario and Alberta; and
- (E) On the terms and subject to the conditions herein set forth, the Purchaser desires to purchase from the Shareholders all of the issued common shares of StartMonday (the “**Purchased Shares**”), representing all of the issued and outstanding shares of StartMonday as at the date of this Agreement, and the Shareholders desire to sell the Purchased Shares to the Purchaser.

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

ARTICLE I INTERPRETATION

1.01 Definitions

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

- (a) **“Agreement”** means this share exchange agreement as the same may be supplemented or amended from time to time;
- (b) **“Alternative Transaction”** means any of the following (other than the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving StartMonday, or any analogous transaction whereby StartMonday becomes directly or indirectly publicly listed (b) any acquisition of all or substantially all of the assets of StartMonday (or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect), (c) any acquisition of beneficial ownership of 50% or more of StartMonday’s common shares in a single transaction or a series of related transactions, or (d) any bona fide agreement to, or public announcement by StartMonday of an intention to, do any of the foregoing on or before the Termination Date;
- (c) **“BCBCA”** means the *Business Corporations Act* (British Columbia);
- (d) **“Books and Records”** means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (e) **“Business Day”** means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia or in the Netherlands;
- (f) **“Business-Related IP”** means, collectively, all IP of or pertaining to or used in connection with the business of StartMonday including all Owned IP (including Registered IP), In-Licensed IP and Customer Data;
- (g) **“Closing”** means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (h) **“Closing Date”** means the date of Closing, which shall be the fifth Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to

actions the respective parties will take at the Closing itself), or such other date as the parties may mutually determine;

- (i) “**Common Shares**” means common shares in the capital of the Purchaser;
- (j) “**Copyleft OSS**” means any OSS that is subject to a license known as a “copyleft” license, including, but not limited to, the GNU General Public License, GNU Lesser General Public License, Mozilla Public License, or Share-Alike License, where the use thereof obligates the licensee to (i) distribute or disclose in Source Code form (or in any other dictated form) any other Owned IP that is software combined or distributed with such software, or (ii) license or otherwise make available on a royalty-free basis any other Source Code or product (or other IP rights) that is combined or distributed with software;
- (k) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (l) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, by-laws or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (m) “**COTS**” means commercial off-the-shelf software licenses and related services that are commercially available where the aggregate license cost for such software licenses and related services does not exceed \$5,000 annually, but excludes OSS;
- (n) “**CSE**” means the Canadian Securities Exchange, operated by the CNSX Markets Inc.;
- (o) “**Customer Data**” means any information, data or materials received by or on behalf of the StartMonday from its end users in connection with the use of the products, services and technologies offered by StartMonday;
- (p) “**Disclosure Documents**” means (i) the Listing Statement and (ii) the Prospectus;
- (q) “**Disclosure Letter**” means a letter of even date with this Agreement from StartMonday to the Purchaser that is described as the ‘Disclosure Letter’;
- (r) “**Disclosed**” means, in the case of the Shareholders and StartMonday, fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in the Disclosure Letter, and, in the case of the Purchaser, fairly disclosed in writing to StartMonday prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed);
- (s) “**Escrow Agent**” means CST Trust Company of Canada, or such other escrow agent as may be agreed to by the Purchaser and StartMonday, each acting reasonably;

- (t) “**Executable Code**” means, with respect to software, computer programming code that loads and executes without further processing by a software compiler or linker or that results when a software compiler processes Source Code;
- (u) “**Final Prospectus**” means the (final) non-offering prospectus of Purchaser, prepared in accordance with NI 41-101, relating to the Transaction and filed with the Principal Regulator solely for the purpose of complying with Notice 2015-003 *Regulatory Guidance on Plans of Arrangement and Capital Structure*, published by the CSE;
- (v) “**Final Receipt**” means the receipt issued by the Principal Regulator, evidencing that a receipt has been, or has been deemed to be, issued for the Final Prospectus in British Columbia;
- (w) “**Financing**” means the private placement of not less than 6,000,000 subscription receipts of the Purchaser at a price of \$0.25 per subscription receipt (with each subscription receipt exchangeable for one Common Share and one half of one common share purchase warrant, each whole warrant being exercisable at a price of \$0.40 per Common Share for a period of 12 months from the Closing Date for gross proceeds of not less than \$1,500,000);
- (x) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, gaming commission or stock exchange, including the Exchange;
- (y) “**IFRS**” means International Financial Reporting Standards;
- (z) “**In-Licensed IP**” means all IP that is licensed to StartMonday, and for greater certainty includes (i) any licenses to software-as-a-service, platform-as-a-service, or infrastructure-as-a-service, or any similar cloud-based services, (ii) any OSS licenses, and (iii) any other licenses;
- (aa) “**IP**” means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (g) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (h) licenses, contacts and agreements otherwise relating to the IP, and (i) the goodwill symbolized or represented by the foregoing;

- (bb) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;
- (cc) “**Lien**” means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;
- (dd) “**Listing Statement**” means the listing statement of Purchaser pertaining to the Transaction and in the form prescribed by the CSE;
- (ee) “**License Agreements**” has the meaning set out in Section 5.03(ff)(ii)(A);
- (ff) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or StartMonday, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;
- (gg) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$25,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (hh) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (ii) “**misrepresentation**” shall have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (jj) “**New StartMonday Shareholder**” has the meaning set forth in Section 2.01;
- (kk) “**NI 41-101**” means National Instrument 41-101 – *General Prospectus Requirements*, of the Canadian Securities Administrators;
- (ll) “**NI 45-106**” has the meaning given to the term in Recital (D);
- (mm) “**Non-Resident Shareholders**” means those Shareholders identified in the attached Schedule “A” as being non-residents of Canada for the purposes of the Tax Act;
- (nn) “**OSS**” means software in any form (including Executable Code and Source Code) that is subject to a license commonly referred to as an “open source”, “free software”, or

“community source code” license whether or not it is Copyleft OSS, including, but not limited to, the MIT License, BSD License, Apache License, X11 License, and Copyleft OSS;

- (oo) “**Owned IP**” means all IP owned by or registered to StartMonday, including all technology, products or services marketed, distributed, licensed or conveyed through the business of StartMonday, including Registered IP but excluding In-Licensed IP;
- (pp) “**Parent Co**” has the meaning given to the term in the introduction above;
- (qq) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (rr) “**Payment Shares**” has the meaning set forth in Section 2.02;
- (ss) “**Preliminary Prospectus**” means the (preliminary) non-offering prospectus of Purchaser, prepared in accordance with NI 41-101, relating to the Transaction and filed with the Principal Regulator solely for the purpose of complying with Notice 2015-003 *Regulatory Guidance on Plans of Arrangement and Capital Structure*, published by the CSE;
- (tt) “**Preliminary Receipt**” means the receipt issued by the Principal Regulator, evidencing that a receipt has been, or has been deemed to be, issued for the Preliminary Prospectus in British Columbia;
- (uu) “**Principal Regulator**” means the British Columbia Securities Commission;
- (vv) “**Prospectus**” means, collectively, the Preliminary Prospectus and the Final Prospectus (including any Supplementary Material thereto);
- (ww) “**Public Record**” means the information relating to the Purchaser contained in all press releases, material change reports, financial statements and related management’s discussion and analysis, information circulars and all other documents of the Purchaser which have been filed on the System for Electronic Document Analysis and Retrieval (SEDAR);
- (xx) “**Purchased Shares**” has the meaning set forth in the recitals to this Agreement;
- (yy) “**Purchaser Financial Statements**” has the meaning set forth in Section 5.01(k);
- (zz) “**Purchaser Material Contracts**” has the meaning set forth in Section 5.01(p);
- (aaa) “**Registered IP**” means all IP that is registered or the subject of an application for registration or registration procedures in the name of StartMonday, its affiliates and subsidiaries with any government, regulatory body or third person, including, but not limited to all (i) patents, (ii) trade-marks, (iii) copyrights, (iv) industrial designs, (v) domain names and (vi) circuit topographies;
- (bbb) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders,

notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

- (ccc) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;
- (ddd) “**Shareholders**” and “**Shareholder**” means the shareholders of StartMonday as listed on Schedule “A” hereto and, if applicable, any other persons that become shareholders of StartMonday prior to Closing;
- (eee) “**Shareholders’ Approval**” means, if required, approval of the Transaction by shareholders of the Purchaser or ParentCo, as applicable, in accordance with the policies of the CSE and applicable securities laws, which approval may be obtained by written consent of such shareholders;
- (fff) “**Source Code**” means, in respect of software, all computer code, files and data that are necessary to build or modify the Executable Code version of such software, including (i) all human readable language elements such as computer programs written in a high-level or low-level computer programming language such as HTML, VBscript, JavaScript, and SQL, and (ii) all build files, data, materials, documentation and commentary relevant thereto;
- (ggg) “**StartMonday Assets**” means the assets of StartMonday as shown in the StartMonday Financial Statements;
- (hhh) “**StartMonday Financial Statements**” has the meaning set forth in Section 5.03(h);
- (iii) “**StartMonday Material Contracts**” has the meaning set forth in Section 5.03(m);
- (jjj) “**StartMonday Shareholder Consent Agreement**” means the consent agreement to be entered into between the Purchaser and each New StartMonday Shareholder by the Time of Closing, substantially in the form attached hereto as Schedule “C”;
- (kkk) “**Supplementary Material**” means, collectively, any amendment to the Preliminary Prospectus or the Final Prospectus, and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of Purchaser under Applicable Securities Law relating to the Acquisition, the Listing and/or the Private Placement;
- (lll) “**Tax Act**” means the *Income Tax Act* (Canada);
- (mmm) “**Termination Date**” means October 31, 2016, or such later date as may be agreed in writing between the Purchaser and StartMonday;
- (nnn) “**Time of Closing**” means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as the parties may mutually determine;
- (ooo) “**Transaction**” means the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement; and

(ppp) “**Voluntary Common Share Pooling Agreement**” means the voluntary common share pooling agreement among the Purchaser and the Shareholders identified as such on Schedule A hereto substantially in the form attached as Schedule C hereto.

1.02 Currency

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

1.03 Interpretation Not Affected by Headings, etc.

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

1.04 Number, etc.

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

1.05 Date for Any Action

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

1.06 Statutory References

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

1.07 Accounting Principles

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

1.08 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of Sean Bromley, the President and Director of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

- (b) Any reference herein to “the knowledge of StartMonday” (or similar expressions) will be deemed to mean the actual knowledge of Ray Gibson, the Chief Executive Officer of StartMonday, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

ARTICLE II PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

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

It is acknowledged and agreed that, prior to Closing, the Shareholders may transfer some or all of their common shares of StartMonday to a trustee or nominee shareholder (the “**New StartMonday Shareholder**”) (while retaining beneficial ownership) as part of personal tax planning and the Purchaser shall be notified in writing of any such transfer not less than five (5) business days prior to Closing, on condition that such transferring Shareholder obtains the consent and agreement of the New StartMonday Shareholder to the Transaction evidenced by the execution and delivery by such New StartMonday Shareholder of a Shareholder Consent Agreement (the “**StartMonday Shareholder Consent Agreement**”) in the form attached as Schedule “C” hereto. The parties agree that the New StartMonday Shareholder shall become a party to and be bound by this Agreement holding the StartMonday Shares previously registered in the name of the transferor of those Purchased Shares.

In addition, for greater certainty, if any Shareholder otherwise may acquire any additional common shares of StartMonday (for example, from another shareholder of StartMonday that might not be a party to this Agreement, or with the consent of the Purchaser), such additional shares so acquired shall form part of the Purchased Shares and the Shareholder covenants and agrees to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from such Shareholder the additional common shares of StartMonday held by such Shareholder so acquired, in addition to the Purchased Shares described in Schedule “A”.

2.02 Purchase Price

In consideration for the acquisition of the Purchased Shares, the Purchaser shall issue from treasury to the Shareholders pro rata in proportion to their holdings of Purchased Shares at the Time of Closing, an aggregate of 30,000,000 Common Shares (the “**Payment Shares**”) to the Shareholders, such that, upon Closing, the Shareholders would hold, in aggregate, approximately 69.3% of the then outstanding Common Shares calculated on a non-diluted basis and prior to completion of the Financing. The Payment Shares are being issued at a deemed value of \$0.25 per Payment Share representing a valuation for StartMonday of approximately \$7,500,000.

2.03 Tax Election

The Purchaser agrees that, at the request and expense of any Shareholder, it shall sign and execute a Form T2057 prepared by said Shareholder for the purpose of making a joint election to have the provisions of subsection 85(1) of the Tax Act apply to the transfer, and agrees to execute similar

documents respecting other jurisdictions in which the Shareholders reside in order to help such Shareholders claim a tax deferred transaction at the cost of the Shareholder. It shall be the responsibility of the Shareholder making the request to prepare and file the Form T2057 with the Canada Revenue Agency. The Purchaser shall not be liable for any damages arising to a Shareholder for a late filing of a Form T2057 or any errors or omissions on a Form T2057.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by Shareholders to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of the provisions of subsection 85(1) of the Tax Act, or the content or impact of any election made under subsection 85(1) of the Tax Act.

2.04 Restrictions on Resale

Each of the Shareholders acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Payment Shares, in exchange therefor, will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
- (b) that the CSE, in addition to any restrictions on transfer imposed by applicable securities laws, may require certain of the Payment Shares to be held in escrow in accordance with the policies of the CSE;
- (c) as a consequence of acquiring the Payment Shares, pursuant to the Exemptions:
 - (i) the Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) there is no government or other insurance covering the Payment Shares; and
 - (v) an investment in the Payment Shares is speculative and of high risk;
- (d) the certificates representing the Payment Shares will bear such legends as required by Securities Laws and the policies of the CSE and it is the responsibility of the Shareholder to find out what those restrictions are and to comply with them before selling the Payment Shares; and
- (e) the Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Payment Shares and the issuance of the Payment Shares, and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of the Shareholder to

find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

2.05 Pre-Closing Events

Upon the terms and subject to the conditions set forth in this Agreement, prior to the Closing Date, and in the following sequence of events:

- (i) ParentCo shall complete the Spin-Out of Purchaser to its shareholders in reliance on the prospectus and registration exemptions set forth in section 2.11 of NI 45-106, and as a result thereof Purchaser will be a reporting issuer in the Provinces of British Columbia, Ontario and Alberta;
- (ii) Purchaser shall file the Preliminary Prospectus with the Principal Regulator;
- (iii) concurrent with filing the Preliminary Prospectus with the Principal Regulator, Purchaser shall file the necessary documents with the CSE to receive CSE conditional approval for the listing of the Purchaser on the CSE (the “**Listing**”) and Purchaser shall provide a copy of such conditional approval to StartMonday promptly upon receipt of the same;
- (iv) upon receiving the Preliminary Receipt from the Principal Regulator, Purchaser shall promptly file the Preliminary Prospectus and the Preliminary Receipt on SEDAR;
- (v) Purchaser shall promptly file the Final Prospectus with the Principal Regulator;
- (vi) upon receiving the Final Receipt from the Principal Regulator, Purchaser shall promptly file the Final Prospectus and the Final Receipt on SEDAR; and
- (vii) concurrent with filing the Final Prospectus with the Principal Regulator, Purchaser shall file the necessary documents with the CSE to receive CSE final approval for the Listing and Purchaser shall provide a copy of such final approval to StartMonday promptly upon receipt of the same.

2.06 Disclosure Documents

- (i) Promptly after the execution of this Agreement, the Purchaser and StartMonday shall jointly prepare and complete the Listing Statement together with any other documents required by the BCBCA, applicable securities law and other applicable laws and the rules and policies of the CSE in connection with the Transaction, and Purchaser shall, as promptly as reasonably practicable after obtaining the approval of the CSE as to the final Listing Statement file such final Listing Statement on SEDAR.
- (ii) Promptly after the execution of this Agreement and in accordance with §2.06, StartMonday and the Purchaser jointly shall prepare and complete the Preliminary Prospectus together with any other documents required by the BCBCA, applicable securities law and other applicable laws and the rules and policies of the CSE in connection with the Transaction, and Purchaser shall, as promptly as reasonably practicable after obtaining the Preliminary Receipt from the Principal Regulator file the Preliminary Prospectus on SEDAR.

(iii) Promptly after receipt of comments from the Principal Regulator on the Preliminary Prospectus and in accordance with §2.06, StartMonday and the Purchaser jointly shall prepare and complete the Final Prospectus together with any other documents required by the BCBCA, applicable securities law and other applicable laws and the rules and policies of the CSE in connection with the Transaction, and the Purchaser shall, as promptly as reasonably practicable after obtaining the Final Receipt from the Principal Regulator file the Final Prospectus on SEDAR.

(iv) The Purchaser represents and warrants that the Disclosure Documents will comply in all material respects with all applicable laws (including applicable securities law), and, without limiting the generality of the foregoing, that the Disclosure Documents shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that the Purchaser shall not be responsible for the accuracy of any information relating to StartMonday that is furnished in writing by StartMonday for inclusion in the Disclosure Documents).

(v) StartMonday represents and warrants that any information or disclosure relating to StartMonday that is furnished in writing by StartMonday for inclusion in the Disclosure Documents will comply in all material respects with all applicable laws (including applicable securities law), and, without limiting the generality of the foregoing, that the Disclosure Documents shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that StartMonday shall not be responsible for the accuracy of any information relating to the Purchaser that is furnished in writing by the Purchaser for inclusion in the Disclosure Documents).

(vi) StartMonday, the Purchaser and their respective legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Disclosure Documents and other documents related thereto, and reasonable consideration shall be given to any comments made by StartMonday, the Purchaser and their respective counsel, provided that all information relating solely to the Purchaser included in the Disclosure Documents shall be in form and content satisfactory to the Purchaser, acting reasonably, and all information relating solely to StartMonday included in the Disclosure Documents shall be in form and content satisfactory to StartMonday, acting reasonably.

(vii) The Purchaser and StartMonday shall promptly notify each other if at any time before the date of filing in respect of the Disclosure Documents, either party becomes aware that the Disclosure Documents contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Disclosure Documents and the parties shall cooperate in the preparation of any amendment or supplement to such documents, as the case may be, as required or appropriate.

**ARTICLE III
CONDITIONS OF CLOSING**

3.01 Conditions of Closing in Favour of the Purchaser

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

- (a) the Shareholders and StartMonday shall have tendered all closing deliveries set forth in Sections 4.03 and 4.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;
- (b) receipt of evidence of the approval of the Shareholders, if applicable;
- (c) on or before the Closing Time, StartMonday shall have obtained the consent of each of the New StartMonday Shareholders, if any, evidenced by the delivery of the StartMonday Shareholder Consent Agreements;
- (d) the Spin-Out shall have been completed;
- (e) the Financing shall have been completed or if completed in escrow pending the Closing, then all conditions necessary to release such escrow shall have been satisfied (other than the completion of the Transaction);
- (f) neither StartMonday nor any of the Shareholders shall have violated Section 9.01;
- (g) the representations and warranties of StartMonday set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of StartMonday to this effect shall have been delivered to the Purchaser;
- (h) all of the terms, covenants and conditions of this Agreement to be complied with or performed by StartMonday at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of StartMonday to this effect shall have been delivered to the Purchaser;
- (i) the representations and warranties of the Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by each Shareholder of the documents described in Section 4.04 required to be delivered by such Shareholder shall constitute a reaffirmation and confirmation by such Shareholder of such representations and warranties;
- (j) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholder at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 4.04 shall constitute confirmation of such compliance and performance;

- (k) the Purchaser shall be satisfied with the results of its due diligence investigations relating to StartMonday and the Transaction, acting reasonably;
- (l) each of the current employees will enter into a form of confirmatory assignment and waiver agreement (the “**Confirmatory Agreement**”) satisfactory to both StartMonday and the Purchaser prior to the Closing Date and StartMonday shall have used its best efforts to obtain executed Confirmatory Agreements in such form with each of its former employees;
- (m) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including all those party to the material contracts listed in Schedule 5.03(m), necessary to permit the completion of the Transaction shall have been obtained or have been attempted to be obtained on a best efforts basis;
- (n) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to StartMonday;
- (o) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or StartMonday or that could reasonably be expected to impose any condition or restriction upon the Purchaser or StartMonday which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (p) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, adversely affects or may adversely affect the Transaction; and
- (q) the Closing Date shall be on or before the Termination Date.

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

3.02 Conditions of Closing in Favour of StartMonday and the Shareholders

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

- (a) the Purchaser shall have tendered all closing deliveries set forth in Section 4.02 including delivery of the Payment Shares and evidence of the Shareholders’ Approval, if required;
- (b) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including, if applicable, all those party to the material contracts listed in Schedule 5.01(p) necessary to permit the completion of the Transaction shall have been obtained;
- (c) the Spin-Out shall have been completed;
- (d) the Purchaser shall not have violated Section 9.02;

- (e) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders;
- (f) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders and StartMonday;
- (g) the Shareholders and StartMonday shall be satisfied with the results of their due diligence investigations relating to the Purchaser and the Transaction, acting reasonably;
- (h) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (i) the Financing shall have been completed or if completed in escrow pending the Closing, then all conditions necessary to release such escrow shall have been satisfied (other than completion of the Transaction);
- (j) the Purchaser shall have executed and delivered to StartMonday any StartMonday Shareholder Consent Agreement referred to in Section 3.01(c);
- (k) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or StartMonday or that could reasonably be expected to impose any condition or restriction upon the Purchaser or StartMonday which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (l) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the StartMonday, acting reasonably, adversely affects or may adversely affect the Transaction;
- (m) the board of directors of the Purchaser shall consist of not less than five directors, where on Closing the board is expected to consist of Ray Gibson, Andrew Evans, Morgan Tincher and two additional nominees of StartMonday;
- (n) the Purchaser shall be listed as a reporting issuer in good standing in the Provinces of British Columbia, Alberta and Ontario; and
- (o) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of StartMonday and the Shareholders and may be waived by StartMonday (on its own behalf and on behalf of the Shareholders) and the

Shareholders, in whole or in part, without prejudice to StartMonday's and the Shareholders' right to rely on any other condition in favour of StartMonday and the Shareholders.

3.03 Notice and Cure Provisions

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

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

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

ARTICLE IV CLOSING AND POST CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the offices of McMillan LLP, Suite 1500, Royal Centre, 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7.

4.02 Closing Deliveries of the Purchaser

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

- (a) share certificates evidencing the Payment Shares registered as directed by the Shareholders (or by StartMonday on behalf of the Shareholders), provided, however, that certificates evidencing any Payment Shares required to be held in escrow in accordance with the requirements of the Principal Regulator, the CSE, or otherwise, shall be delivered directly to the Escrow Agent;
- (b) if required, an escrow agreement in a form satisfactory to the Principal Regulator and/or the CSE, among the Purchaser, the Escrow Agent and such Shareholders as may be required by the Principal Regulator and/or the CSE to be parties thereto, duly executed by the Purchaser;
- (c) if required, evidence of the Shareholders' Approval;
- (d) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of

this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares, and (iii) as to the incumbency and genuineness of the signature of each officer of Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;

- (e) the officer's certificates referred to in Sections 3.02(e) and 3.02(f);
- (f) if applicable, duly executed copies of any StartMonday Shareholder Consent Agreement referred to in Section 3.01(c);
- (g) a certificate of status for the Purchaser;
- (h) evidence satisfactory to StartMonday, acting reasonably, of the completion of the Financing (and, if applicable, the satisfaction of all conditions precedent for the release from escrow of the proceeds thereof (other than the completion of the Transaction));
- (i) resignations of each of the directors of the Purchaser and resolutions consented to in writing by the directors of the Purchaser appointing Ray Gibson, Andrew Evans, Morgan Tincher and two additional nominees of StartMonday as directors of the Purchaser;
- (j) resignations of each of the officers of the Purchaser; and
- (k) favourable legal opinion regarding customary corporate and securities law matters from counsel to the Purchaser, in form and substance satisfactory to StartMonday and their counsel, each acting reasonably.

4.03 Closing Deliveries of StartMonday

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

- (a) a certificate of one of StartMonday's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of StartMonday (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of StartMonday approving the entering into of this Agreement and the completion of the Transaction; and (iii) as to the incumbency and genuineness of the signature of each officer of StartMonday executing this Agreement or any of the other agreements or documents contemplated hereby;
- (b) the officer's certificates referred to in Sections 3.01(m) and 3.01(g);
- (c) if applicable, and if not previously delivered to the Purchaser, duly executed copies of the StartMonday Shareholder Consent Agreements referred to in Section 3.01(c) signed by each New StartMonday Shareholder and StartMonday;
- (d) a certificate of status for StartMonday;
- (e) to the extent not previously delivered, all financial statements of StartMonday required to be included in the Disclosure Documents pursuant to applicable securities laws and the policies of the CSE;

- (f) in the event an opinion is required by the policies of the CSE or as a requirement of any broker/dealer involved with the Financing, a favourable opinion, in form and substance satisfactory to the Purchaser and its counsel, each acting reasonably;
- (g) to the extent not previously delivered, such documents as may be required by applicable corporate and securities laws or the policies of the CSE necessary in relation to the appointment of nominees of StartMonday to the board of directors of the Purchaser; and
- (h) favourable legal opinions regarding customary corporate law matters from counsel to StartMonday, in form and substance satisfactory to the Purchaser and its counsel, each acting reasonably.

4.04 Closing Deliveries of the Shareholders

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

- (a) with respect to each Shareholder, share certificates evidencing the Purchased Shares owned by such Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers; and
- (b) if required by the Principal Regulator and/or the CSE to be delivered by such Shareholder, an escrow agreement in a form satisfactory to the Principal Regulator and/or the CSE, among the Purchaser, the Escrow Agent and such Shareholder as may be required by the Principal Regulator and/or the CSE to be parties thereto, duly executed by such Shareholder.

4.05 Stock Option Grants

As soon as practicable following the Closing Date, the Purchaser shall take all steps necessary to grant 1,000,000 stock options to each of Raymond Gibson and Andrew Evans to acquire up to an aggregate of 2,000,000 Common Shares at an exercise price of \$0.10 per Common Share. Messrs Gibson and Evans acknowledge and agree that the certificates representing the options (and any Common Shares issued upon exercise thereof) will bear such legends as required by Securities Laws and the policies of the CSE and that in addition to any such restrictions, the CSE may require certain of the options (and any Common Shares issued upon exercise thereof) to be held in escrow in accordance with the policies of the CSE.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Shareholders and StartMonday as follows and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;

- (b) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Purchaser Material Contract), licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;
- (e) the authorized capital of the Purchaser consists of an unlimited number of Common Shares and an unlimited number of preferred shares, of which, as of the date hereof, 13,287,459 Common Shares and no preferred shares are issued and outstanding as fully paid and non-assessable;
- (f) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;
- (g) the only outstanding securities convertible, exchangeable or exercisable into Common Shares or preferred shares of the Purchaser, are (i) 6,000,000 common share purchase warrants to acquire up to 6,000,000 Common Shares; and other than as set out herein, there are no other Common Shares or securities convertible, exercisable or exchangeable into Common Shares or preferred shares issued or outstanding;
- (h) prior to filing the Final Prospectus with the Principal Regulator, the Purchaser will be a “reporting issuer” as that term is defined under applicable securities law in the Provinces of British Columbia, Ontario and Alberta and will not be in default of the requirements of the applicable securities law in such jurisdictions;
- (i) the Purchaser will file the Disclosure Documents along with all other forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities law or otherwise, with the applicable securities commissions and the Purchaser does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents are filed with the applicable securities regulators and on SEDAR (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents will comply in all material respects with the requirements of the applicable securities law in the jurisdictions they were filed; and (ii) none of the Disclosure Documents will contain any untrue statement of a material fact or omitted to state a material fact required to be stated therein or

necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

- (j) except for the holders of the securities referred to in Section 5.01(g), no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (k) the Purchaser does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and the Purchaser does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (l) the audited financial statements of the Purchaser as at and for the fiscal period from incorporation and ended June 30, 2016 (the “**Purchaser Financial Statements**”) have been or will be prepared in accordance with IFRS applied on a basis consistent with prior periods. The Purchaser Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Purchaser as at the respective dates thereof and results of operations of the Purchaser for the respective periods then ended. Since June 30, 2016, there has been no material alteration in the manner of keeping the books, accounts or records of the Purchaser or in its accounting policies or practices;
- (m) the Purchaser’s auditors who audited the Purchaser Financial Statements (as applicable) are independent public accountants;
- (n) except as disclosed in the Purchaser Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;
- (o) except as disclosed in the Purchaser Financial Statements, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) whatsoever or for the indebtedness of any other person;
- (p) since June 30, 2016, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;
- (q) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (r) the Contracts listed in Schedule 5.01(r) (the “**Purchaser Material Contracts**”) constitute all the Material Contracts of the Purchaser. Each of the Purchaser Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the Financing, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. The Purchaser has not violated or breached, in any

material respect, any of the terms or conditions of any Purchaser Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

- (s) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (t) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the Financing or the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (u) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;
- (v) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (w) no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property;
- (x) the Purchaser has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such all permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;
- (y) the Purchaser has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against the Purchaser in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments

asserted by such Governmental Authority. The Purchaser has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;

- (z) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (aa) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be.
- (bb) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (cc) other than in connection with the Financing (in respect of which the extent to which any person has been authorized by the Purchaser to act as a broker or finder or in any other capacity or that may or will impose liability on the Purchaser, StartMonday or the Shareholders has been disclosed to StartMonday), the Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on StartMonday or the Shareholders;
- (dd) the Purchaser has no employees or consultants and no former employees or consultants and no arrangements whatsoever for same or for director's fees; and
- (ee) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.02 Representations and Warranties of the Shareholders

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

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholder and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms;
- (b) if the Shareholder is not an individual, the Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including to the knowledge of the Shareholder, any StartMonday Material Contract), license or permit to which the Shareholder is a party or by which the Shareholder is bound or to which any material assets or property of the Shareholder is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (d) with respect to Shareholders, the Shareholder is the registered and beneficial owner of that number of common shares of StartMonday set forth opposite the Shareholder's name in Schedule "A" (such common share comprising part of the Purchased Shares), free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the common shares of StartMonday (namely the Purchased Shares), held or beneficially owned by the Shareholder and none of such Shareholder's common shares of StartMonday are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of StartMonday;
- (f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;
- (g) except for the Non-Resident Shareholders, the Shareholder is not a "non-resident" of Canada within the meaning of the Tax Act;
- (h) Non-Resident Shareholders represent, warrant and/or acknowledge, as applicable, that:

- 1) the Payment Shares issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Payment Shares pursuant to the terms of this Agreement is being made in reliance on applicable exemptions; and
 - 2) the receipt of the Payment Shares by Non-Resident Shareholders does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Purchaser;
- (i) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on StartMonday or the Purchaser; and
 - (j) to the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.03 Representations and Warranties of StartMonday

StartMonday represents and warrants to the Purchaser as follows, except as Disclosed, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) StartMonday is a corporation validly existing and in good standing under the laws of the Netherlands and is duly registered, licensed or qualified to carry on business as an extra-provincial or out-of-state or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) StartMonday has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease it property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by StartMonday and each is, or will be at the Time of Closing, a legal, valid and binding obligation of StartMonday, enforceable against StartMonday in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles or by-laws of StartMonday or of any resolutions of the directors or shareholders of StartMonday, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any StartMonday Material Contract), license or permit to which StartMonday is a party or by which StartMonday is bound or to which any material assets or property of StartMonday is

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

- (e) the authorized capital of StartMonday consists of an unlimited number of common shares with a par value of €0.01 per share, of which, as of the date of this Agreement, 10,000 common shares are issued and outstanding as fully paid and non-assessable;
- (f) other than as set out herein, there are no other common shares of StartMonday or securities convertible, exercisable or exchangeable into common shares of StartMonday issued or outstanding;
- (g) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of StartMonday;
- (h) StartMonday does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and StartMonday does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (i) the audited financial statements of StartMonday as at and for the fiscal years ended December 31, 2015 and 2014 and the unaudited financial statements of StartMonday as at and for the six-month period ended June 30, 2016 (the “**StartMonday Financial Statements**”), have been or will be prepared in accordance with IFRS. The StartMonday Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of StartMonday as at the respective dates thereof and results of operations of StartMonday for the respective periods then ended. Since June 30, 2016, there has been no material alteration in the manner of keeping the books, accounts or records of StartMonday or in its accounting policies or practices;
- (j) StartMonday's auditors who audited the StartMonday Financial Statements are independent public accountants;
- (k) except as disclosed in the StartMonday Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to StartMonday;
- (l) except as disclosed in the StartMonday Financial Statements, StartMonday is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (m) since June 30, 2016, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of StartMonday;
- (n) StartMonday has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;

- (o) the Contracts listed in the Disclosure Letter (the “**StartMonday Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of StartMonday. Each of the StartMonday Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the Financing and the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. StartMonday has not violated or breached, in any material respect, any of the terms or conditions of any StartMonday Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (p) there are no waivers, consents, notices or approvals required to be given or obtained by StartMonday in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which StartMonday is a party;
- (q) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over StartMonday is required to be obtained by StartMonday in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the Financing and the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay StartMonday from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on StartMonday;
- (r) there is no suit, action or proceeding or, to the knowledge of StartMonday, pending or threatened against StartMonday that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on StartMonday, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against StartMonday causing, or which could reasonably be expected to cause, a Material Adverse Effect on StartMonday;
- (s) No bankruptcy, insolvency or receivership proceedings have been instituted by StartMonday or, to the knowledge of StartMonday, are pending against StartMonday;
- (t) StartMonday has good and marketable title to its properties and assets (other than property or an asset as to which StartMonday is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on StartMonday;
- (u) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from StartMonday of any of its assets or property;
- (v) StartMonday has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its

business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on StartMonday, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;

- (w) StartMonday has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against StartMonday in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. StartMonday has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;
- (x) StartMonday has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified StartMonday of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on StartMonday;
- (y) StartMonday has no employees other than as Disclosed and StartMonday is not a party to any employment, management or consulting agreement of any kind whatsoever, save as Disclosed;
- (z) No current or former employee, officer or director of StartMonday is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (aa) the Corporate Records of StartMonday are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of StartMonday, and without limiting the generality of the foregoing: (i) the minute books of StartMonday contain complete and accurate minutes of all meetings of the directors and shareholders of StartMonday; (ii) such minute books contain all written resolutions passed by the directors and shareholders of StartMonday; (iii) the share certificate books, if any, securities register and register of transfers of StartMonday are complete and accurate, and all transfers of shares of StartMonday have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of StartMonday were duly elected or appointed as the case may be.
- (bb) all Books and Records of StartMonday have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

- (cc) StartMonday is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of StartMonday listed or quoted on any stock exchange or electronic quotation system;
- (dd) StartMonday has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Purchaser or StartMonday;
- (ee) to the knowledge of StartMonday, no representation or warranty of StartMonday contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.
- (ff) the Disclosure Letter sets forth a complete list of all Business-Related IP, including:
 - (i) Owned IP that is either Registered IP or is material to StartMonday or its business, separately listed as follows:
 - (A) Registered IP, in each case with a description of the registration number, registration date, jurisdiction of registration, expiry date, and current status, and
 - (B) Owned IP other than Registered IP that is material to StartMonday or its business, in each case with a description of the Owned IP and how it is used in the business of StartMonday, and
 - (ii) In-Licensed IP, separately listed as follows:
 - (A) In-Licenses: In-Licensed IP that is neither COTS nor OSS, including a description thereof and how it is used in the business of StartMonday as well as a description of all material licence agreements or arrangements relating to StartMonday's use thereof (the "**License Agreements**") including any ongoing royalties or fees arising from those License Agreements;
- (gg) StartMonday:
 - (i) owns all of the right, title and interest in and to all of the Owned IP,
 - (ii) is licensed to use the In-Licensed IP without payment of any royalty or fee not set out in the Disclosure Letter, and
 - (iii) except as set out in the Disclosure Letter, has not transferred, assigned, encumbered or granted any right, title or interest in the Business-Related IP or its interests therein in any way;
- (hh) except as set out in the Disclosure Letter, StartMonday has secured from all persons (including all current and former employees, directors, officers, shareholders, consultants and advisors) who have in any way contributed to the creation, development or modification of any of the Owned IP (i) a legally-binding assignment of all IP rights (other than moral rights) that StartMonday does not already own by operation of law (copies of which have been made available to the Purchaser) and (ii) a waiver of

inalienable moral rights or *droits d'auteur* (such as the right to pseudonymity, attribution, and integrity);

- (ii) there is no IP that is material to the operation of the business of StartMonday other than the Business-Related IP listed in the Disclosure Letter, except COTS licenses and OSS licenses;
- (jj)
 - (i) StartMonday has not received notice from any person of any claim or any intention to commence any legal proceeding with respect to infringement, adverse ownership, invalidity, lack of distinctiveness, misappropriation or misuse regarding any of the Business-Related IP or challenging any of the Business-Related IP or the right of StartMonday to use the Business-Related IP;
 - (ii) none of the operation, conduct and maintenance of the business of StartMonday (including without limitation, the development, research, maintenance or provision of any Owned IP) as it is currently and, to the knowledge of StartMonday, has historically been operated, conducted and maintained, nor the use by StartMonday of the Owned IP (A) misappropriates any IP rights of any third party, whether registered or unregistered, or (B) violates any obligation of confidentiality to any other person;
 - (iii) StartMonday has not commenced and does not intend to commence any claim or legal proceeding challenging the IP rights of any other person;
 - (iv) to the knowledge of StartMonday, none of the operation, conduct and maintenance of the business of StartMonday (including without limitation, the development, research, maintenance or provision of any Owned IP) as it is currently and has historically been operated, conducted and maintained, nor the use by StartMonday of the Business-Related IP infringes, misuses or violates any IP rights of any third party, whether registered or unregistered;
- (kk) all Registered IP is valid, subsisting, in full force and effect (except with respect to applications), and has not expired or been cancelled or abandoned, and, in connection therewith, all necessary registration, maintenance and renewal fees have been paid, and all necessary documents and certificates in connection with such Registered IP have been filed with the relevant patent, copyright, trademark or other equivalent authorities in the applicable jurisdictions, as the case may be, for the purposes of perfecting, prosecuting and maintaining such Registered IP;
- (ll) the Registered IP has not been used or enforced, or to the knowledge of StartMonday failed to be used or enforced, in a manner that would result in the abandonment, forfeiture, cancellation or loss of enforcement rights, or dedication to the public domain of such Registered IP that could, individually or in the aggregate, reasonably be expected to have a material adverse effect on StartMonday;
- (mm) there are no restrictions on the ability of StartMonday to transfer all rights in the Owned IP or (subject to the License Agreements and OSS licenses disclosed in the Disclosure Letter) the In-Licensed IP, and, to the knowledge of StartMonday, the consummation of the transactions contemplated by this Agreement will not impair, compromise, restrict or adversely affect the Business-Related IP or StartMonday's ability to use it in the business of StartMonday in accordance with the past practices of StartMonday;

- (nn) StartMonday is not aware of any state of facts which casts doubt on the validity or enforceability of any of the Business-Related IP;
- (oo) StartMonday has made available to the Purchaser a true and complete copy of all contracts, agreements and amendments thereto which comprise or relate to the Business-Related IP;
- (pp) all License Agreements are in good standing and in full force and effect, and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default by StartMonday to the knowledge of StartMonday (or, to the knowledge of StartMonday, a default by any other party) under or breach of any of the License Agreements or OSS licenses for any In-Licensed IP;
- (qq) except as set out in the Disclosure Letter, no current or former employee, director, officer, shareholder, consultant, advisor or non-arm's-length person of StartMonday or any of its affiliates or predecessors is a direct or indirect licensor of any In-Licensed IP (other than OSS);
- (rr) to StartMonday's knowledge, no Owned IP or Business-Related IP contains any "viruses", "worms", "time bombs", "key-locks", or any other code or devices that could disrupt or interfere with the operation of any Business-Related IP or equipment upon which it operates or the integrity of the data or information the Business-Related IP processes or produces in a manner adverse to StartMonday or any licensee thereof; and StartMonday has used commercially reasonable efforts, including the usage of industry standard malware protection programs using the latest definition updates, to prevent the introduction of same into all IP under its custody, care or control;
- (ss) with respect to the Source Code to any Owned IP that is software,
 - (i) no such Source Code has been delivered, licensed or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee or consultant of StartMonday, nor does StartMonday have any duty or obligation (whether present, contingent or otherwise) to deliver, license or make available such Source Code to any such person, and
 - (ii) such Source Code is human readable to a person reasonably skilled in the art of computer programming in order to generate fully working copies of the Executable Code for the relevant software;
- (tt) to StartMonday's knowledge, there is no Copyleft OSS incorporated into, used with or forming a part of any of the Business-Related IP where such use would obligate StartMonday to distribute or disclose in Source Code form any proprietary or confidential Owned IP, and all Copyleft OSS has been used and distributed by StartMonday in accordance with the terms of the relevant Copyleft OSS license therefor;
- (uu) except in respect of COTS or as disclosed in a License Agreement or OSS license listed in the Disclosure Letter, there are no copyrights or trade secrets of any Person that form part of, or are necessary to market, distribute, use, license or convey, Owned IP or that would constitute joint ownership by or with any other person;

- (vv) StartMonday has not received notice that there are any IP rights of any other person that form part of the Owned IP or that would constitute joint ownership by or with any other person or that would constitute rights to market, distribute, licence or convey the Owned IP, and no funding or facilities of any governmental authority or educational institution, nor any personnel of such entities or institutions in their capacity as personnel of such entities or institutions, were used, directly or indirectly, to develop or create, in whole or in part, any of the Owned IP;
- (ww) the Disclosure Letter sets out a list of all third party application programming interfaces (“APIs”) used in connection with the Business, and in connection with that all APIs are used in accordance with their published licenses and documentation, and StartMonday has not received notice that it has used any API in violation of its published license or documentation;
- (xx) except as disclosed in the Disclosure Letter, there are no royalties, honoraria, fees or other payments payable by StartMonday to any person by reason of the ownership, marketing, distribution, use, licence, conveyance, sale or disposition of any products, services or Owned IP of StartMonday;
- (yy) all Customer Data has been collected, used, disclosed and destroyed by StartMonday in accordance with the privacy policy or service agreement under which the Customer Data was collected, if applicable, as well as all applicable laws relating to such collection, use, disclosure or destruction, and the Disclosure Letter sets out a copy of StartMonday’s current privacy policy;
- (zz) except as set out in the Disclosure Letter,
 - (i) all technical information of a confidential or proprietary nature, including all Source Code, developed by and belonging to the Corporation (except to the extent required to register it as disclosed as part of Registered IP under Section 5.03(ff)) has been kept confidential,
 - (ii) no licenses or rights have been granted to a third party to any Source Code that is part of the Owned IP, and
 - (iii) StartMonday has secured and protected all Customer Data in accordance with the privacy policies, service agreements and applicable laws under which such Customer Data was collected;
- (aaa) StartMonday is in compliance in all respects with all applicable export control and embargo laws, and have obtained all approvals necessary for using or exporting the Owned IP in its ordinary course of the business with export control regulations;
- (bbb) the computer systems of StartMonday, including, without limitation, mainframes, minicomputers, personal computers, laptop computers and special purpose systems and all “cloud” services utilized by StartMonday in its business are in operational and in good working order, as utilized by StartMonday in the usual and ordinary course of business;
- (ccc) all products and services sold, licensed, conveyed, marketed or distributed by StartMonday materially conform to

- (i) their published specifications subject to StartMonday's standard warranty terms, which are attached to the Disclosure Letter; and
- (ii) all required standards and certifications as well as all standards and certifications with which StartMonday has marketed compliance, including industry standards for such products.

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 24 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 24-month period.

ARTICLE VI COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, each of the parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;
- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; no party will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect

qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;

- (e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction;
- (f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement; and
- (g) in the case of StartMonday and the Purchaser, to indemnify and hold harmless each of the other parties hereto (and, if applicable, such other parties' respective directors, officers, representatives and advisers) (collectively, the "**Non-Offending Persons**") from and against all claims, damages, liabilities, actions or demands to which the Non-Offending Persons may be subject insofar as such claims, damages, liabilities, actions or demands arise out of, or are based upon, the information supplied by StartMonday or the Purchaser, as applicable, for inclusion in the Disclosure Documents having contained a misrepresentation. StartMonday and the Purchaser shall obtain and hold the rights and benefits of this subsection in trust for and on behalf of such parties' respective directors, officers, representatives and advisers.

6.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Shareholders and StartMonday that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, subject to Section 9.02, it will:

- (a) in a timely and expeditious manner:
 - (i) prepare, in consultation with StartMonday, the Disclosure Documents in prescribed form and in form and content acceptable to StartMonday, acting reasonably, and file the Disclosure Documents with the applicable securities commissions and the CSE, as applicable, in accordance with all applicable laws and the policies of the CSE;
 - (ii) if required, obtain the Shareholders' Approval;
 - (iii) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (iv) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;
- (b) ensure that the Disclosure Documents do not contain a misrepresentation as it relates to the Purchaser, including in respect of its assets, liabilities, operations, business and properties;
- (c) make application to the CSE and diligently pursue the approval of the Transaction (including the obligation of the Purchaser to issue the Payment Shares), the Financing, and the Listing (including the Payment Shares);

- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to StartMonday (on behalf of the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or StartMonday before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons;
- (h) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;
- (i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

- (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
- (ii) increase or decrease its paid-up capital or purchase or redeem any shares except: (A) pursuant to the Financing; or (B) upon the exercise of share purchase warrants or options or conversion of convertible securities of the Purchaser outstanding as of the date hereof; or
- (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares, except: (A) pursuant to the Financing; or (B) upon the exercise of share purchase warrants or options or conversion of convertible securities of the Purchaser outstanding as of the date hereof;
- (j) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Shareholders;
- (k) take all necessary corporate action and proceedings to approve and authorize the Financing and the issuance of the securities under the Financing;
- (l) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the Shareholders on a basis exempt from the prospectus and registration requirements of the applicable securities laws of provinces of Canada in which the Shareholders are resident; and
- (m) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Purchaser (including those that are convertible or exchangeable into securities of the Purchaser), other than as contemplated under this Agreement (including the issuance of securities under the Financing) or pursuant to the exercise or conversion of share purchase warrants, options or convertible securities of the Purchaser outstanding as of the date hereof.

6.03 Covenants of StartMonday

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

- (a) in a timely and expeditious manner, assist the Purchaser in the preparation of the Disclosure Documents with respect to the Transaction, including providing such information in relation to the business, affairs, assets and properties of StartMonday as may be necessary to comply with applicable laws and the policies of the CSE;
- (b) ensure that the Disclosure Documents do not contain a misrepresentation as it relates to StartMonday, including in respect of its assets, liabilities, operations, business and properties;
- (c) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents

and all other documents, information and data relating to StartMonday. StartMonday will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to StartMonday's property, assets, undertaking, records and documents. At the request of the Purchaser, StartMonday will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of StartMonday's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of StartMonday maintained by governmental or other public authorities. The obligations in this Section 6.03(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance StartMonday will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.03(c) will not mitigate or otherwise affect the representations and warranties of StartMonday hereunder.

- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance StartMonday will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by StartMonday in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either StartMonday or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for

greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and StartMonday will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

- (h) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or by-laws as the same exist at the date of this Agreement;
- (i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares; or
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares; and
- (j) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 Covenants of the Shareholders

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

- (a) in a timely and expeditious manner, provide such information with respect to the Shareholder as the Purchaser may reasonably require in connection with the preparation of the Disclosure Documents with respect to the Transaction and as may be necessary to comply with applicable laws and the policies of the CSE;
- (b) enter into such escrow arrangements in respect of the Payment Shares as may be required in accordance with applicable securities laws and/or the policies of the CSE;
- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Shareholder will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by such Shareholder in connection with or related to the Transaction, any filings under applicable laws and any dealings with any

Governmental Authority in connection with or in any way affecting, the Transaction as contemplated herein;

- (d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and
 - (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (e) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction; and
- (f) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

ARTICLE VII TERMINATION

7.01 Termination

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

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

- (d) by StartMonday if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.02 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by StartMonday;
- (e) by StartMonday, if StartMonday enters into a definitive and binding agreement to effect an Alternative Transaction in accordance with the terms of this Agreement; and
- (f) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 10.03 and 10.08.

ARTICLE VIII INDEMNIFICATION

8.01 Indemnification by the Purchaser

Subject to Section 5.04, the Purchaser shall indemnify and save the Shareholders and StartMonday harmless for and from:

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

8.02 Indemnification by StartMonday

Subject to Section 5.04, StartMonday shall indemnify and save the Purchaser harmless for and from:

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

8.03 Indemnification by Shareholders

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

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

8.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 8.01, 8.02 or 8.03 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

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

8.05 Procedure for Indemnification

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

Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

8.06 General Indemnification Rules

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

- (a) without limiting the generality of Sections 8.01, 8.02 and 8.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.04;
- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$10,000;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a Shareholder to any and all Indemnified Parties under this Article VIII shall be limited to the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2; for greater certainty, no Shareholder shall be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its *pro rata* share of the Payment Shares;
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of StartMonday or the Purchaser to any and all Indemnified Parties under this Article VII shall be limited to the value of the Payment Shares issuable under this Agreement;
- (e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (f) except in the circumstance contemplated by Section 8.05(e), and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect

thereto (including supplying copies of all relevant documentation promptly as it becomes available); and

- (i) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

ARTICLE IX EXCLUSIVITY AND ACCESS

9.01 Obligations of StartMonday and Shareholders

Prior to the Termination Date, or the earlier termination of this Agreement, neither StartMonday nor the Shareholders shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to the sale or disposition of any part of the outstanding shares (including the Purchased Shares) or assets of StartMonday, or solicit enquiries or provide information with respect to same. Notwithstanding the foregoing, nothing contained in this Agreement shall be interpreted to extend to the acts or omissions of any person acting in his or her capacity as a director or officer of StartMonday or otherwise to fetter the proper exercise of discretion of such person. In addition, nothing contained in this Agreement will prohibit, prevent or restrict StartMonday furnishing or from providing information in respect of or otherwise responding to or engaging in discussions or negotiations in respect of, an unsolicited Alternative Transaction not resulting from a breach of this Section 9.01, or the directors of StartMonday, in the fulfilment of their fiduciary duties, from supporting or facilitating any such unsolicited Alternative Transaction, or StartMonday or the Shareholders from completing any such Alternative Transaction, or entering into a definitive and binding agreement to effect such an Alternative Transaction, if directors of StartMonday determine in good faith, after consultation, to the extent considered appropriate by the directors, with its financial and legal advisors, that such unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to StartMonday or the Shareholders than the Transaction provided, however, that prior to taking such action, the directors of StartMonday shall have concluded, after considering applicable laws, and receiving advice of outside counsel that such action would be a proper exercise of its fiduciary duties, or is otherwise required under, applicable laws, that it is appropriate that the directors take such action in order to properly discharge their fiduciary duties or that such action is otherwise required under applicable laws.

9.02 Obligations of Purchaser

Prior to the Termination Date, or the earlier termination of this Agreement, the Purchaser shall not, directly or indirectly, negotiate or deal with any party other than StartMonday relating to an Alternative Transaction involving the Purchaser or the acquisition by the Purchaser of all or any part of the outstanding shares or assets or property of any other person, or solicit enquiries or provide information with respect to same, provided that nothing herein shall prevent the board of directors of the Purchaser from responding to an unsolicited offer in accordance with their fiduciary duties as directors.

**ARTICLE X
GENERAL**

10.01 Power of Attorney

Each of the Shareholders hereby severally and irrevocably appoints StartMonday as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, StartMonday may, on its own behalf and on behalf of the Shareholders, extend the Time of Closing, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction (other than any escrow agreements required that a Shareholder may be required to enter into), extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by StartMonday under this Agreement, shall be final and binding upon the Shareholders so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by StartMonday on behalf of the Shareholders pursuant to this Article X.

10.02 Notices

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

- (a) if to the Purchaser:

Centennial Acquisitions Corp.
1100 – 888 Dunsmuir Street
Vancouver, British Columbia V6C 3K4
Attention: Sean Bromley, Director
E-mail: Sean@the.parmargroup.com

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

McMillan LLP
1500 Royal Centre
1055 West Georgia Street
Vancouver, British Columbia V6E 4N7
Attention: Desmond Balakrishnan
E-mail: desmond.balakrishnan@mcmillan.ca

- (b) if to StartMonday or the Shareholders:

c/o StartMonday Holding B.V.
Weteringschans 165,
Amsterdam 1017XD
The Netherlands
Attention: Ray Gibson
E-mail: ray@startmonday.co

with a courtesy copy (which copy shall not constitute notice to StartMonday or the Shareholders) to:

Clark Wilson LLP
900 – 885 West Georgia Street
Vancouver, British Columbia V6C 3H1
Attention: Bernard Pinsky
E-mail: BPinsky@cwilson.com

or such other address as may be designated by notice given by either StartMonday or the Purchaser to the other in accordance with this Section 10.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to StartMonday in accordance with this Section 11.02 prior to the Time of Closing shall be deemed to have been delivered to each of the Shareholders. The previous sentence of this Section 10.02 shall not apply to a notice given as contemplated in Section 3.03 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any Shareholder to be untrue or inaccurate or result in the failure by any Shareholder to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such Shareholder unless delivered to the address of such Shareholder as reflected in the books of StartMonday (or after the Time of Closing, the books of the Purchaser). Any Shareholder may, from time to time, by notice given in accordance with this Section 10.02, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

10.03 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 10.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

10.04 Assignment

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto.

10.05 Binding Effect

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

10.06 Waiver

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

10.07 Governing Law

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

10.08 Expenses

Each party shall be responsible for and bear all of its own costs and expenses (including any legal, accounting, banking, broker's, finder's, consultant's or other fees or expenses) incurred in connection with the Transaction, including fees and expenses of its representatives incurred at any time in connection with pursuing or consummating the Transaction.

10.09 No Personal Liability

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

10.10 Time of Essence

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

10.11 Public Announcements

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

10.12 Further Assurances

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

10.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement and the \$300,000 Promissory Note dated May 5, 2016 constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the

subject matter hereof including the letter agreement dated March 31, 2016 between ParentCo and StartMonday. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

10.14 Amendments

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

10.15 Severability

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

10.16 Remedies Cumulative

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

10.17 Counterparts

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

10.18 Independent Legal Advice

EACH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT.

[Signature pages follow.]

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

CENTENNIAL ACQUISITIONS CORP.

By: “Sean Bromley”
Name: Sean Bromley
Title: President and Director

STARTMONDAY HOLDING B.V.

By: “Ray Gibson”
Name: Ray Gibson
Title: Chief Executive Officer

PETRO BASIN ENERGY CORP.

By: “Morgan Tincher”
Name: Morgan Tincher
Title: Chief Executive Officer

[Signature pages of the Shareholders follows.]

StartMonday Shareholders

JAKUB TAKAC

“Jakub Takac”

Signature of Shareholder

JIRI TRECAK

“Jiri Trecak”

Signature of Shareholder

LUCAS DIETRICH

“Lucas Dietrich”

Signature of Shareholder

MIKE VELDHUIS

“Mike Veldhuis”

Signature of Shareholder

15TH JULY HOLDING B.V.

Raymond Gibson

Name of Authorized Signatory [Please Print]

“Raymond Gibson”

Signature of Authorized Signatory

EVANS HOLDING B.V.

Andrew Evans

Name of Authorized Signatory [Please Print]

“Andrew Evans”

Signature of Authorized Signatory

SENYK HOLDING B.V.

Borys Senyk

Name of Authorized Signatory [Please Print]

“Borys Senyk”

Signature of Authorized Signatory

SBC E&M COMMERCE 1416 B.V.

Patrick de Zeeuw

Name of Authorized Signatory [Please Print]

“Patrick de Zeeuw”

Signature of Authorized Signatory

SBC G LTD.

Patrick de Zeeuw

Name of Authorized Signatory [Please Print]

“Patrick de Zeeuw”

Signature of Authorized Signatory

FROGLEAPERS GMBH

Lutz Bethge

Name of Authorized Signatory [Please Print]

“Lutz Bethge”

Signature of Authorized Signatory

HOMOLA HOLDING B.V.

Ondrej Homola

Name of Authorized Signatory [Please Print]

“Ondrej Homola”

Signature of Authorized Signatory

Schedule A

Shareholders of StartMonday Holding B.V.

Name of Shareholder	Address of Shareholder	Number of Shares
15 th July Holding B.V. *	Overtoom 197, 1054 HT Amsterdam, the Netherlands	3879
Evans Holding B.V. *	Overtoom 197, 1054 HT Amsterdam, the Netherlands	2229
Senyk Holding B.V. *	Overtoom 197, 1054 HT Amsterdam, the Netherlands	891
SBC E&M Commerce 1416 B.V. *	Simon Carmiggeltstraat 6, (1011 BJ) Amsterdam, the Netherlands	700
SBC G Ltd. *	54 South Molton Street, (W1K 5SG) London, England	100
FrogLeapers GmbH*	Margaretenhof 27, 22397 Hamburg, Germany	1000
Homola Holding B.V. *	Overtoom 197, 1054 HT Amsterdam, the Netherlands	891
Jakub Takac*	Delnicka 1587/39, Hlucin, 74801 Czech Republic	89
Jiri Trecak*	Bulharska 1424/29, Ostrava 708 00, Czech Republic	89

Lucas Dietrich*	Sonnenalle56, 12045Berlin, Germany	82
Mike Veldhuis	3692 36 th Ave. West Vancouver, British Columbia V6N 2S4	50
TOTAL		10,000

* Non-Resident Shareholder

Schedule B

StartMonday Shareholders Consent Agreement

STARTMONDAY SHAREHOLDERS CONSENT AGREEMENT

THIS AGREEMENT MADE EFFECTIVE AS OF _____, 2016
(the “**Agreement**”).

BETWEEN:

CENTENNIAL ACQUISITIONS CORP.,
a corporation existing under the laws of British Columbia

(the “**Purchaser**”)

AND:

STARTMONDAY HOLDING B.V.
a corporation existing under the laws of the Netherlands
(“**StartMonday**”)

AND:

THE NEW STARTMONDAY SHAREHOLDERS who have executed
this Agreement

(individually a “**New StartMonday Shareholder**” and collectively the
“**New StartMonday Shareholders**”)

WHEREAS:

- A. The Purchaser, StartMonday and the Shareholders entered into a Share Exchange Agreement dated effective July 4, 2016 and attached as Schedule “A” hereto (the “**Share Exchange Agreement**”);
- B. Pursuant to the Share Exchange Agreement , StartMonday agreed to the Transaction and further agreed to obtain the consent of the New StartMonday Shareholders to the Transaction (as defined therein); and
- C. The New StartMonday Shareholder has agreed to provide such consent and to be bound by the terms of the Share Exchange Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

- 1. Unless specifically defined herein or unless the context otherwise requires, terms used herein which are defined in the Share Exchange Agreement shall have the meanings ascribed to such terms in the Share Exchange Agreement.
- 2. On the execution of this Agreement by a New StartMonday Shareholder, such New StartMonday Shareholder covenants and agrees that it shall, together with the Shareholder (the **New StartMonday Shareholder’s Transferor**”) from whom such New StartMonday Shareholder acquired common shares of StartMonday as trustee or nominee for the New StartMonday

Shareholder's Transferor, be bound by all of the provisions of the Share Exchange Agreement as if such New StartMonday Shareholder and the New StartMonday Shareholder's Transferor were collectively an original party to the Share Exchange Agreement including, without limitation, all representations, warranties and covenants of the New StartMonday Shareholder's Transferor contained therein (provided that it is acknowledged and agreed that the New StartMonday Shareholder is the registered owner of the common shares of StartMonday acquired by the New StartMonday Shareholder referred to below, but is not the beneficial owner thereof, and that the New StartMonday Shareholder's Transferor is the beneficial owner of such shares). .

3. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.
4. This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

CENTENNIAL ACQUISITIONS CORP.

Per: _____
Authorized Signatory

STARTMONDAY HOLDING B.V.

Per: _____
Authorized Signatory

AND THE FOLLOWING NEW STARTMONDAY SHAREHOLDER:

Name: _____

Number of Shares: _____

Address: _____

Signed: _____

Witness Name: _____

Signed: _____

DATE: _____

Schedule C

Form of StartMonday Voluntary Pooling Agreement

VOLUNTARY COMMON SHARE POOLING AGREEMENT

This Pooling Agreement (the “**Agreement**”) is made effective the 8th day of July, 2016.

AMONG:

CENTENNIAL ACQUISITIONS CORP, a corporation incorporated under the laws of the Province of British Columbia, with a registered office at Suite 1500 – 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7

(the “**Company**”)

AND:

The undersigned shareholders of StartMonday Holding B.V. (together with any persons that become shareholders of StartMonday prior to Closing), a corporation incorporated under the laws of the Netherlands, listed in the attached Schedule “A”

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

AND:

LM&S SERVICES INC., having an address at Suite 1500 – 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7

(the “**Trustee**”)

WHEREAS:

A. On July 8, 2016, the Company, StartMonday Holding B.V. (“**StartMonday**”), the shareholders of StartMonday and Petro Basin Energy Corp. entered into a share exchange agreement (the “**Share Exchange Agreement**”), whereby the parties agreed to complete a transaction pursuant to which the Company will acquire all of the issued and outstanding common shares of StartMonday from the Shareholders (the “**Acquisition**”) and, on completion of the Acquisition, former securityholders of StartMonday will receive securities of the Company;

B. In the Share Exchange Agreement, StartMonday agreed to cause certain of the shareholders (the “**StartMonday Shareholders**”) of common shares of StartMonday to, on or prior to the closing of the Acquisition, enter into a pooling agreement pursuant to which the common shares of the Company (the “**Common Shares**”) issued to the StartMonday Shareholders in connection with the Acquisition would be pooled and released as to one-third (33%) on the date that is twelve months after the effective date of the Acquisition and then as to one-third (33%) every six months thereafter; and

C. The Shareholder wishes to pool the Common Shares that the Shareholder will receive or has received in connection with the Acquisition in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties covenant and agree as follows:

1. The Shareholder hereby agrees with the Trustee that it will deliver or cause to be delivered to the Trustee, a certificate or certificates representing all of the Common Shares that the Shareholder will receive or has received in connection with the Acquisition, which Common Shares are to be held by the Trustee and released, subject to this Section 1, to the Shareholder on the following basis:

- (a) 33 1/3% of the Shareholder's Common Shares on the date which is twelve months after the effective date of the Acquisition (the "**First Release Date**");
- (b) 33 1/3% of the Shareholder's Common Shares on the date that is six months after the First Release Date; and
- (c) the remaining 33 1/3% of the Shareholder's Common Shares on the date that is twelve months after the First Release Date.

2. The Shareholder shall be entitled, from time to time, to a letter or receipt from the Trustee stating the number of the Common Shares represented by a certificate or certificates held for the Shareholder by the Trustee, subject to the terms of this Agreement, but such letter or receipt shall not be assignable.

3. If, during the period in which any of the Shareholder's Common Shares are retained in trust pursuant hereto, the Shareholder shall be entitled to vote such Common Shares at any meeting of the shareholders of the Company held during such period.

4. The Shareholder shall not sell, deal in, assign, transfer in any manner whatsoever, or agree to sell, deal in, assign or transfer in any manner whatsoever, any of the Shareholder's Common Shares or beneficial ownership of or any interest in the Shareholder's Common Shares and the Trustee shall not accept or acknowledge any transfer, assignment, declaration of trust or any other document evidencing a change in legal and beneficial ownership of or interest in the Shareholder's Common Shares, prior to the release of such Common Shares in accordance with the terms of this Agreement, except as may be required by reason of the death or bankruptcy of the Shareholder, in which case the Trustee shall hold the certificate or certificates for the Shareholder's Common Shares subject to this Agreement for whatever person or persons, firm or corporation may thus become legally entitled thereto.

5. If, during the period in which any of the Shareholder's Common Shares are retained in trust pursuant hereto, any dividend, other than a dividend paid in common shares of the Company, is received by the Trustee in respect of the Shareholder's Common Shares, such dividend shall be paid or transferred forthwith to the Shareholder entitled thereto. Any common shares of the Company received by way of dividend in respect of the Shareholder's Common

Shares shall be dealt with as if they were Common Shares of the Shareholder subject to this Agreement.

6. The Trustee will not be liable for any action taken or omitted to be taken by it or on its behalf in good faith and in the exercise of its reasonable judgment. The Trustee may at any time consult with independent legal counsel of its own choice in any such matters, will have full and complete authorization and protection from any action taken or omitted by it hereunder in good faith and in the exercise of its reasonable judgment in accordance with the advice of such legal counsel on its part and will incur no liability for any delay reasonably required to obtain the advice of any such legal counsel. The Trustee will not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel will have been selected with reasonable care.

7. The Shareholder and the Company agree from time to time and at all times hereafter well and truly to save, defend and keep harmless and fully indemnify the Trustee, its successors and assigns from and against all loss, costs, charges, suits, demands, claims, damages and expenses which the Trustee, its successors or assigns may at any time or times hereafter bear, sustain, suffer or be put unto for or by reason or on account of its acting or not acting pursuant to this Agreement or anything in any manner relating thereto or by reason of the Trustee's compliance in good faith with the terms hereof.

8. In case proceedings should hereafter be taken in any court respecting the Shareholder's Common Shares, the Trustee will not be obliged to defend any such action or submit its rights to the court until it has been indemnified by other good and sufficient security in addition to the indemnity given in Section 7 against its costs of such proceedings.

9. The Shareholder acknowledges that the Trustee is associated with McMillan LLP which acts as legal counsel to the Company and the Shareholder agrees and consents to McMillan LLP's continued representation of the Company. If a dispute arises between the Company and a Shareholder under this Agreement which cannot be resolved, the Company and the Shareholder shall retain outside counsel with respect to such dispute, and neither the Company nor the Shareholder will advance any claim or start any proceedings against the Trustee or McMillan LLP in respect of such dispute.

10. The Shareholder is solely responsible for obtaining independent legal advice in connection with entering into this Agreement, and the Shareholder confirms that it has not relied on the Trustee or McMillan LLP in any manner in connection with its decision to enter into this Agreement.

11. The Trustee shall not be liable or accountable to the Shareholder with respect to any loss of investment or damages occasioned by the Shareholder as a result of the shares being held by the Trustee pursuant to the provisions of this Agreement.

12. The Trustee will have no responsibility in respect of loss of the certificate or certificates representing the Shareholder's Common Shares except the duty to exercise such care in the safekeeping thereof as it would exercise if the Shareholder's Common Shares belonged to the

Trustee. The Trustee may act on the advice of counsel but will not be responsible for acting or failing to act on the advice of counsel.

13. In the event that the Shareholder's Common Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order or if any court order, judgment or decree is made or entered affecting such property or affecting any act by the Trustee, the Trustee will obey and comply with all writs, orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Trustee obeys and complies with any such writs, orders, judgments or decrees, it will not be liable to any of the parties hereto or to any other person, firm, association or corporation by reason of such compliance, notwithstanding that such writs, orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.

14. Except as herein otherwise provided, the Trustee is authorized and directed to disregard any and all notices and warnings which may be given to it by any of the parties hereto or by any other person, firm, association or corporation. It will, however, obey the order, judgment or decree of any court of competent jurisdiction, and it is hereby authorized to comply with and obey such orders, judgments or decrees and in case of such compliance, it shall not be liable by reason thereof to any of the parties hereto or to any other person, firm, association or corporation, even if thereafter any such order, judgment or decree may be reversed, modified, annulled, set aside or vacated.

15. If written notice of protest is made by the Shareholder and/or the Company to the Trustee to any action contemplated by the Trustee under this Agreement, and such notice sets out reasons for such protest, the Trustee may, at its sole discretion, continue to hold the Shareholder's Common Shares until the right to the documents is legally determined by a court of competent jurisdiction or otherwise.

16. The Trustee may resign as Trustee by giving not less than five (5) days' notice thereof to the Shareholder and the Company. The Shareholder and the Company may terminate the Trustee by giving not less than five (5) days' notice to the Trustee. The resignation or termination of the Trustee will be effective and the Trustee will cease to be bound by this Agreement on the date that is five (5) days after the date of receipt of the termination notice given hereunder or on such other date as the Trustee, the Shareholder and the Company may agree upon. All indemnities granted to the Trustee herein will survive the termination of this Agreement or the termination or resignation of the Trustee. In the event of termination or resignation of the Trustee for any reason, the Trustee shall, within that five (5) days' notice period deliver the Shareholder's Common Shares to the new trustee to be named by the Shareholder and the Company.

17. Notwithstanding anything to the contrary contained herein, in the event of any dispute arising between the Shareholder and/or the Company, this Agreement or any matters arising thereto, the Trustee may, in its sole discretion, deliver and interplead the Shareholder's Common Shares into court and such delivery and interpleading will be an effective discharge to the Trustee.

18. The Company will pay all of the compensation of the Trustee and will reimburse the Trustee for any and all reasonable expenses, disbursements and advances made by the Trustee in the performance of its duties hereunder, including reasonable fees, expenses and disbursements incurred by its counsel and any fees and disbursements incurred in the interpleader proceedings referred to in Section 17.

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

20. This Agreement may be executed in several parts in the same form and such part as so executed shall together constitute one original agreement, and such parts, if more than one, shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

21. This Agreement will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first above written:

LM&S SERVICES INC.

Per: _____
Authorized Signatory

STARTMONDAY HOLDING B.V.

Per: _____
Authorized Signatory

AND THE FOLLOWING SHAREHOLDER:

Name: _____

Address: _____

Signed/Authorized Signatory: _____

Witness Name: _____

Signed: _____

DATE: _____

SCHEDULE "A"

Shareholders

This is Schedule "A" to the above Voluntary Common Share Pooling Agreement.

	Shareholder
1	15TH JULY HOLDING B.V. *
2	EVANS HOLDING B.V. *
3	SENYK HOLDING B.V. *
4	SBC E&M COMMERCE 1416 B.V. *
5	SBC G LTD. *
6	FROGLEAPERS GMBH*
7	HOMOLA HOLDING B.V. *
8	JAKUB TAKAC*
9	JIRI TRECAK*
10	LUCAS DIETRICH*
11	MIKE VELDHUIS
	ANY ADDITIONAL PERSONS WHO BECOME SHAREHOLDERS OF STARTMONDAY PRIOR TO CLOSING

Schedule 5.01(r)

Purchaser Material Contracts

1. Arrangement Agreement among Petro Basin Energy Corp., Centennial Acquisitions Corp. and Glenwood Acquisitions Corp. dated April 25, 2016; and
2. Amending Agreement to the Arrangement Agreement among Petro Basin Energy Corp., Centennial Acquisitions Corp. and Glenwood Acquisitions Corp. dated June 20, 2016.