

A copy of this preliminary prospectus has been filed with the securities regulatory authority in the province of British Columbia, Alberta and Ontario but has not yet become final. Information contained in this preliminary prospectus may not be complete and may have to be amended.

This Prospectus is not related to a public offering. No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

PROSPECTUS

NON-OFFERING PROSPECTUS

August 17, 2016

StartMonday Technology Corp. **(“StartMonday”)**

This Prospectus is being filed with the British Columbia, Alberta, and Ontario Securities Commissions for the purpose of complying with Policy 2 – *Qualifications for Listing* of the Canadian Securities Exchange (the “**Exchange**”).

No securities are being offered pursuant to this Prospectus. This Prospectus is being filed with the British Columbia, Alberta, and Ontario Securities Commissions for the purpose of providing full public disclosure regarding the acquisition of StartMonday Holding B.V. a private Netherlands company (“**TargetCo**”), and the plans to seek a listing on the Canadian Securities Exchange (the “**Listing**”). As no securities are being offered pursuant to this Prospectus, no proceeds will be raised in connection with this Prospectus.

There is no market through which the securities of StartMonday may be sold. This may affect the pricing of StartMonday’s securities in the secondary markets; the transparency and availability of trading prices; the liquidity of StartMonday’s securities; and the extent of issuer regulation. See “Part IV – Risk Factors”.

StartMonday has applied to list the StartMonday Shares on the Exchange. Listing will be subject to StartMonday fulfilling all of the listing requirements of the Exchange, including without limitation, the distribution of the Resulting Issuer Shares to a minimum number of public shareholders and StartMonday meeting certain financial and other requirements.

No underwriters or selling agents have been involved in the preparation of this Prospectus or performed any review or independent due diligence of the contents of this Prospectus.

Two of the persons providing a certificate under part 5 of National Instrument 41-101 – *General Prospectus Requirements* of the Canadian Securities Administrators, are incorporated, continued or otherwise organized under the laws of a foreign jurisdiction or reside outside of Canada. The two individuals, Ray Gibson and Andrew Evans, have appointed McMillan LLP of 1055 West Georgia Street, Suite 1500, Vancouver, British Columbia, V6E 4N7 as their respective agent for service of process in British Columbia. It may not be possible for investors to enforce judgments obtained in Canada against any person or company that is incorporated, continued or otherwise organized under the laws of a foreign jurisdiction or resides outside of Canada, even if the party has appointed an agent for service of process.

As at the date of this Prospectus, neither StartMonday nor TargetCo has any of its securities listed or quoted, has not applied to list or quote any of its securities, and does not intend to apply to list or quote any of its securities, on the Toronto Stock Exchange, a U.S. marketplace, or a marketplace outside of Canada and the United States of American (other than the Alternative Investment Market of the London Stock Exchange or the PLUS markets operated by PLUS Markets Group plc).

Unless otherwise noted, all currency amounts in this Prospectus are stated in Canadian dollars.

STARTMONDAY TECHNOLOGY CORP.

**1920 – 1177 West Hastings Street
Vancouver, British Columbia
V6E 2K3**

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FINANCIAL STATEMENT DISCLOSURE

APPENDIX “A”	StartMonday Audited Financial Statements for the period ended June 30, 2016
APPENDIX “A1”	StartMonday Management Discussion and Analysis for the period June 30, 2016
APPENDIX “B”	TargetCo Audited Financial Statements for the fiscal years ended December 31, 2015 and 2014 and for the six month interim period ended June 30, 2016
APPENDIX “B1”	TargetCo Management Discussion and Analysis for the periods ended December 31, 2015 and June 30, 2016
APPENDIX “C”	Resulting Issuer Pro Forma Financial Statements for the period ended June 30, 2016

OTHER APPENDICES

APPENDIX “D”	SHARE EXCHANGE AGREEMENT
APPENDIX “E”	STOCK OPTION PLAN

CERTIFICATE OF THE ISSUER

CERTIFICATE OF THE PROMOTERS

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Prospectus are forward-looking statements or information (collectively “**forward-looking statements**”). The Issuer, TargetCo and the Resulting Issuer are hereby providing cautionary statements identifying important factors that could cause the actual results of the Issuer, TargetCo or the Resulting Issuer to differ materially from those projected in the forward-looking statements. Any statements that express, or involve discussions as to, expectations, beliefs, plans, objectives, assumptions or future events or performance (often, but not always, through the use of words or phrases such as “may”, “is expected to”, “anticipates”, “estimates”, “intends”, “plans”, “projection”, “could”, “vision”, “goals”, “objective” and “outlook”) are not historical facts and may be forward-looking and may involve estimates, assumptions and uncertainties which could cause actual results or outcomes to differ materially from those expressed in the forward-looking statements. In making these forward-looking statements, the Issuer, TargetCo and the Resulting Issuer have assumed that the current market will continue and grow and that the risks listed below will not adversely impact the business of the Issuer, TargetCo or the Resulting Issuer.

By their nature, forward-looking statements involve numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predicted outcomes may not occur or may be delayed. The risks, uncertainties and other factors, many of which are beyond the control of the Issuer, TargetCo or the Resulting Issuer, that could influence actual results include, but are not limited to: completion of the Transaction to be subject to several conditions precedent, limited operating history, reliance on management, requirements for additional financing, competition, difficulty in forecasting sales, conflicts of interest, litigation, price fluctuation of the Resulting Issuer’s shares, no earnings or dividend record, limited market for the Resulting Issuer’s securities, technological changes, regulations and guidelines, intellectual property rights, low barriers to entry and competition from other group purchasing organizations, dependence on continued growth of developing online commerce market, capacity constraints, system failures, failure to maintain brand development, new services, features and functions, fluctuating consumer trends, uncertainties related to TargetCo’s business, changes in governmental and legal uncertainties, acquisitions, risks related to international operations, protecting intellectual property rights and other factors beyond the control of the Issuer, TargetCo or the Resulting Issuer.

The forward-looking information contained in this Prospectus is based on a number of assumptions that may prove to be incorrect, including, but not limited to, assumptions about general business and economic conditions, changes in financial markets generally, the Resulting Issuer’s ability to attract and retain skilled staff, and the Resulting Issuer’s capital expenditure program. Although StartMonday and TargetCo have attempted to identify material factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results to differ from those anticipated, estimated or intended.

Further, any forward-looking statement speaks only as of the date on which such statement is made, and, except as required by applicable law, neither the Issuer, TargetCo nor the Resulting Issuer undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time, and it is not possible for management to predict all such factors and to assess in advance the impact of each such factor on the businesses of the Issuer, TargetCo or the Resulting Issuer or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statement. See “Part IV – Risk Factors”.

CONVENTIONS

Certain terms used herein are defined in the “Glossary of Terms”. Unless otherwise indicated, references to \$ or “dollars” are to Canadian dollars and references to “€” are to Euros. All financial information with respect to the Issuer and TargetCo has been presented in Canadian dollars in accordance with generally accepted accounting principles in Canada unless otherwise stated.

GLOSSARY OF TERMS

The following is a glossary of certain defined terms used throughout this Prospectus. This is not an exhaustive list of defined terms used in this Prospectus and additional terms are defined throughout. Terms and abbreviations used in the financial statements of the Issuer and TargetCo are defined separately and the terms and abbreviations defined below are not used therein, except where otherwise indicated. Words importing the singular, where the context requires, include the plural and vice versa, and words importing any gender include all genders.

“\$”	Means Canadian dollars.
“Acquisition”	Means the acquisition transaction completed on the Effective Date pursuant to the terms of the Acquisition Agreement, pursuant to which all of the TargetCo Shares were acquired by StartMonday.
“Acquisition Agreement”	Means the share exchange agreement dated July 8, 2016, as amended, among StartMonday Parent, StartMonday, TargetCo and the TargetCo Shareholders, a copy of which is attached as Appendix “D” hereto.
“Affiliate”	<p>Means a Company that is affiliated with another Company as described below: A Company is an “Affiliate” of another Company if:</p> <ul style="list-style-type: none"> a) one of them is the subsidiary of the other, or b) each of them is controlled by the same Person. <p>A Company is “controlled” by a Person if:</p> <ul style="list-style-type: none"> a) voting securities of the Company are held, other than by way of security only, by or for the benefit of that Person, and b) the voting securities, if voted, entitle the Person to elect a majority of the directors of the Company. <p>A Person beneficially owns securities that are beneficially owned by:</p> <ul style="list-style-type: none"> a) a Company controlled by that Person, or b) an Affiliate of that Person or an Affiliate of any Company controlled by that Person.
“Arrangement”	Means the plan of arrangement whereby, StartMonday, being a subsidiary of StartMonday Parent, entered into the Arrangement Agreement. The arrangement was approved by StartMonday Parent shareholders on June 17, 2016 and approved by the Ontario Superior Court of Justice (Commercial List) on June 24, 2016 . The Arrangement was completed on June 30, 2016 and upon closing StartMonday issued 1,287,458 common shares to StartMonday Parent, which shares were distributed to shareholders of StartMonday Parent pursuant to the Arrangement Agreement.
“Arrangement Agreement”	Means the arrangement agreement among StartMonday Parent, StartMonday and Glenwood Acquisitions Corp. dated April 25, 2016 in respect of the Arrangement.

“Associate”	When used to indicate a relationship with a Person or Company, means: <ul style="list-style-type: none"> a) an issuer of which the Person or Company beneficially owns or controls, directly or indirectly, voting securities entitling him to more than 10% of the voting rights attached to outstanding securities of the issuer, b) any partner of the Person or Company, c) any trust or estate in which the Person or Company has a substantial beneficial interest or in respect of which a Person or Company serves as trustee or in a similar capacity, d) in the case of a Person, a relative of that Person, including <ul style="list-style-type: none"> i. that Person’s spouse or child, or ii. any relative of the Person or of his spouse who has the same residence as that person; but e) where the Exchange determines that two persons shall, or shall not, be deemed to be associates with respect to a Member firm, Member corporation or holding Company of a Member corporation, then such determination shall be determinative of their relationships in the application of Rule D with respect to that Member firm, Member corporation or holding Company.
“BCBCA”	Means the <i>Business Corporations Act</i> (British Columbia).
“Board” or “Board of Directors”	Means the board of directors of StartMonday, TargetCo or the Resulting Issuer, as applicable.
“Business Day”	Means a day other than Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada.
“CEO”	Means Chief Executive Officer.
“CFO”	Means Chief Financial Officer.
“CPO”	Means Chief Product Officer.
“Closing”	Means the completion of the Acquisition.
“Concurrent Financing”	Means an equity financing consisting of 6,234,400 units of StartMonday at a price of \$0.25 per unit for gross proceeds of \$1,558,600 with each unit consisting of one StartMonday Share and one-half of one common share purchase warrant with each whole warrant exercisable to acquire one additional StartMonday Share at a price of 0.40 until July 25, 2018.
“CSE” or the “Exchange”	Means the Canadian Securities Exchange.
“CSE Escrow Agreement”	Means the escrow agreement to be entered into among the Resulting Issuer, the Transfer Agent and certain shareholders, pursuant to which 16,133,122 Resulting Issuer Shares will be held in escrow pursuant to National Policy 46-201 – <i>Escrow for Initial Public Offerings</i> .
“CSE Escrow Shares”	Means the 16,133,122 Resulting Issuer Shares that are held in escrow pursuant to the CSE Escrow Agreement.

“Company”	Unless specifically indicated otherwise, means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.
“Control Person”	Means any person or Company that holds or is one of a combination of persons or companies that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of that issuer, or that holds more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holder of those securities does not materially affect the control of the issuer.
“Effective Date”	Means the effective date of the Acquisition which is expected to occur on September 15, 2016.
“Existing TargetCo Stockholders”	Means the shareholders of TargetCo as at the closing date of the Acquisition, as such shareholders are more particularly described in Schedule “A” of the Acquisition Agreement.
“Final Prospectus”	Means the (final) non-offering prospectus of StartMonday, prepared in accordance with NI 41-101, relating to the Acquisition and the Resulting Issuer and filed with the British Columbia, Alberta, and Ontario Securities Commissions solely for the purpose of complying with Policy 2 – <i>Qualifications for Listing</i> , published by the Exchange.
“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, Alberta and Ontario.
“Insider”	If used in relation to an issuer, means: <ul style="list-style-type: none"> a) a director or senior officer of the issuer; b) a director or senior officer of the Company that is an Insider or subsidiary of the issuer; c) a Person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the issuer; or d) the issuer itself if it holds any of its own securities.
“Material Adverse”	Means, when used in respect of a fact, circumstance, change, effect, occurrence, event or term means a fact, circumstance, change, effect, occurrence, event or term that (a) materially and adversely affects, or would reasonably be expected to materially and adversely affect, the business, assets, liabilities, condition (financial or otherwise) or capital of StartMonday or (b) prevents, or would reasonably be expected to prevent, StartMonday from performing its obligations under this Agreement or consummating the transactions contemplated herein; provided, however, that it will not include: (i) any fact, circumstance, event, change, effect, occurrence, event or term relating to the global economy or securities markets in general; or (ii) any fact, circumstance, event, change, effect, occurrence or event affecting the industry in which StartMonday operates in general and which, in each case, does not have a materially disproportionate effect on StartMonday relative to comparable entities operating in the industry in which StartMonday conducts its business.

“Material Adverse Change” or “Material Adverse Effect”	Means with respect to StartMonday or TargetCo, as the case may be, any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is Materially Adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of StartMonday or TargetCo, as the case may be, on a consolidated basis.
“NI 41-101”	Means National Instrument 41-101 – <i>General Prospectus Requirements</i> , of the Canadian Securities Administrators.
“NI 45-106”	Means National Instrument 45-106 – <i>Prospectus Exemptions</i> , of the Canadian Securities Administrators.
“NI 52-110”	Means National Investment 52-110 – <i>Audit Committees</i> , of the Canadian Securities Administrators.
“Named Executive Officer” or “NEO”	Means: a) the CEO; b) the CFO; c) the Corporate Secretary; d) each of the issuer’s three most highly compensated executive officers, other than the CEO and CFO, who were serving as executive officers at the end of the most recently completed financial year and whose total salary and bonus, individually, exceeds \$150,000 per year; or e) any additional individuals for whom disclosure would have been provided under (c) except that the individual was not serving as an officer of the issuer at the end of the most recently completed financial year.
“Non Arm’s Length Party”	Means in relation to a Company, a promoter, officer, director, other Insider or Control Person of that Company (including an issuer) and any Associates or Affiliates of any of such Persons. In relation to an individual, means any Associate of the individual or any Company of which the individual is a promoter, officer, director, Insider or Control Person.
“Non Arm’s Length Transaction”	Means a proposed transaction where the same party or parties or their respective Associates or Affiliates are Control Persons in both StartMonday and TargetCo which is the subject of the proposed transaction.
“Person”	Means a Company or individual.
“Preliminary Prospectus”	Means the (preliminary) non-offering prospectus of StartMonday, prepared in accordance with NI 41-101, relating to the Acquisition and filed with the British Columbia, Alberta, and Ontario Securities Commissions solely for the purpose of complying with Policy 2 – <i>Qualifications for Listing</i> , published by the CSE.
“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, Alberta and Ontario.
“Principal Regulator”	Means the British Columbia Securities Commission.

“Prospectus”	Means, collectively, the Preliminary Non-Offering Prospectus and the Final Non-Offering Prospectus (including any Supplementary Material thereto).
“Related Person”	Means an Insider, which has the meaning set forth in the <i>Securities Act</i> (British Columbia): a) director or senior officer of the Resulting Issuer; b) a director or senior officer of the Company that is an insider or subsidiary of the Resulting Issuer; c) a Person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Resulting Issuer; or d) the Resulting Issuer itself if it holds any of its own securities.
“Resulting Issuer”	Means StartMonday upon completion of the Acquisition, which is known as StartMonday Technology Corp.
“Resulting Issuer Options”	Means the common share purchase options of the Resulting Issuer.
“Resulting Issuer Shares”	Means the common shares in the capital of the Resulting Issuer.
“SEDAR”	Means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrator.
“StartMonday” or the “Issuer”	Means StartMonday Technology Corp., a company incorporated under the BCBCA and formerly known as Centennial Acquisitions Corp.
“StartMonday Auditor”	Means the auditor for StartMonday, being Davidson & Company LLP.
“StartMonday Options”	Means the common share purchase options of StartMonday granted under the Stock Option Plan to be issued by StartMonday prior to or on Closing to acquire Resulting Issuer Shares.
“StartMonday Parent”	Means Petro Basin Energy Corp.
“StartMonday Shares”	Means the shares of common stock of StartMonday.
“StartMonday Shareholders”	Means holders of the StartMonday Shares.
“Stock Option Plan”	Means the incentive stock option plan of the Resulting Issuer, attached hereto as Appendix “E”.
“TargetCo”	Means StartMonday Holding B.V., a company incorporated under the laws of the Netherlands;
“TargetCo Auditor”	Means the auditor for TargetCo being Davidson & Company LLP.
“Transfer Agent”	Means the transfer agent and registrar of the Resulting Issuer, being CST Trust Company.
“Transaction”	Means the reverse-takeover of StartMonday by TargetCo which was effected through the Acquisition and the completion of the Concurrent Financing.

SUMMARY OF PROSPECTUS

The following is a summary of the principal features of this Prospectus and should be read together with the more detailed information and financial data and statements contained elsewhere in this Prospectus.

Principal Business of StartMonday Technology Corp. (“StartMonday”)

StartMonday was incorporated on April 12, 2016 under the BCBCA as “Centennial Acquisitions Corp.”. StartMonday changed its name to “StartMonday Technology Corp.” On August 12, 2016.

StartMonday was incorporated as a wholly-owned subsidiary of Petro Basin Energy Corp. (“**StartMonday Parent**”). StartMonday entered into the Arrangement Agreement with StartMonday Parent and the Arrangement Agreement and the associated plan of arrangement were approved by StartMonday Parent shareholders on June 17, 2016, and approved by the Ontario Superior Court of Justice (Commercial List) on June 24, 2016. The plan of arrangement was completed on June 30, 2016.

StartMonday has not conducted any material commercial operations other than entering into the Acquisition Agreement with TargetCo.

The Transaction between StartMonday and TargetCo

Pursuant to the terms of the Acquisition Agreement, StartMonday Parent spun out StartMonday to StartMonday Parent shareholders on June 30, 2016 in reliance on the prospectus and registration exemptions set forth in section 2.11 of National Instrument 45-106 – *Prospectus Exemptions*, of the Canadian Securities Administrators, and as a result thereof, StartMonday became a reporting issuer in the Provinces of British Columbia, Ontario and Alberta.

On April 20, 2015, TargetCo was incorporated under the laws of the Netherlands.

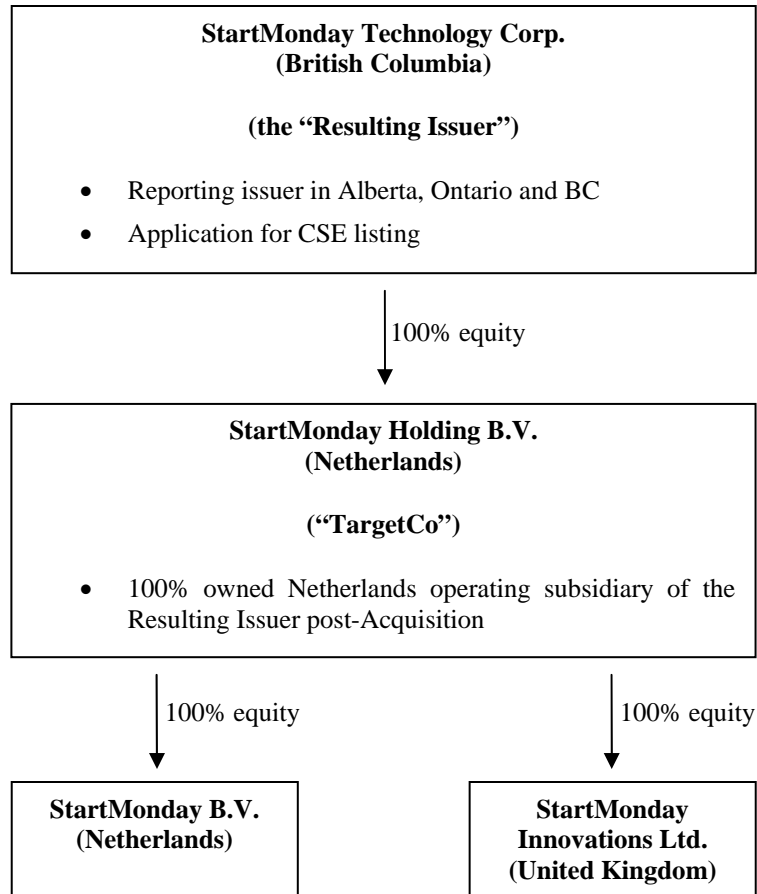
StartMonday Parent, StartMonday, TargetCo and the Existing TargetCo Shareholders entered into the Acquisition Agreement dated effective July 8, 2016.

The transaction contemplated in the Acquisition Agreement was structured as a reverse-takeover pursuant to which StartMonday acquired all of the issued and outstanding securities of TargetCo on terms more particularly set forth in the Acquisition Agreement. The Acquisition will be completed on the Effective Date. We have assumed completion of the Acquisition for purposes of the disclosure in this Prospectus.

StartMonday acquired a 100% interest in TargetCo pursuant to and on the terms and subject to the conditions set out in the Acquisition Agreement, a copy of which is attached as Appendix “D” to this Prospectus. Pursuant to the Acquisition, StartMonday issued an aggregate of 30,000,000 common shares to the TargetCo shareholders. The Acquisition was approved by a written consent resolution of the boards of directors of the respective parties. As a result of the Acquisition, the former securityholders of TargetCo became securityholders of the Resulting Issuer.

StartMonday will apply for conditional approval to list on the CSE concurrent with filing this Prospectus with the Principal Regulator.

The diagram below describes the inter-corporate relationship between the Resulting Issuer and StartMonday post-Acquisition:



The Acquisition Agreement

StartMonday entered into a non-binding letter of intent with TargetCo dated March 31, 2016, which described the essential terms and conditions of the proposed agreement whereby StartMonday would acquire all of the issued and outstanding common shares in the capital of TargetCo, in connection with a proposed business combination. This non-binding letter of intent was later replaced and superseded by the Acquisition Agreement.

Upon the terms and subject to the conditions set forth in the Acquisition Agreement, upon closing of the Acquisition (the “**Effective Time**”):

- (i) As consideration for entering into the Acquisition Agreement, StartMonday exchanged, on a pro rata basis, the TargetCo Shares held by the Existing TargetCo Stockholders with 30,000,000 Resulting Issuer Shares;
- (ii) Each TargetCo Share exchanged for fully paid and non-assessable Resulting Issuer Shares was cancelled;
- (iii) A share certificate representing 11,358 TargetCo shares was issued to StartMonday; and
- (iv) TargetCoCo became a wholly-owned subsidiary of the Resulting Issuer.

Upon completion of the Acquisition, the TargetCo shareholders held 30,000,000 Resulting Issuer Shares representing approximately 60.6% of the issued and outstanding Resulting Issuer Shares. It is expected that 16,133,122 common shares issued to TargetCo shareholders will be subject to escrow. The Acquisition Agreement provides that the first directors of the Resulting Issuer are Ray Gibson, Andrew Evans, Morgan Tincher, and Sean Bromley. The first officers of the Resulting Issuer are Ray Gibson as Chief Executive Officer, Michael Thome as Chief Financial Officer and Secretary and Andrew Evans as Chief Product Officer.

Loan to TargetCo

On May 5, 2016 StartMonday issued a secured promissory note (the “**Promissory Note**”) to TargetCo of up to \$300,000. The Promissory Note matures the later of (i) May 5, 2017 or (ii) the date that is six months from the termination of the Acquisition Agreement. To date, StartMonday has advanced \$210,000 pursuant to the Promissory Note.

Private Placement Financing

On July 25, 2016 StartMonday completed an equity financing (the “**Concurrent Financing**”) by way of a private placement relying on the prospectus and or registration exemptions pursuant to NI 45-106 or other applicable laws, rules and regulations to issue 6,234,400 units of StartMonday at a price of \$0.25 per unit to raise \$1,558,600. Each unit consisted of one common share and one half of one common share purchase warrant. Each whole warrant entitles the holder thereof to purchase one additional Resulting Issuer Share at an exercise price of \$0.40 until July 25, 2018.

In connection with the Concurrent Financing, StartMonday paid eligible finders a cash commission equal to 8% of the gross proceeds raised and issued common share purchase warrants equal to 8% of the eligible units sold by such finder pursuant to the Concurrent Financing. In total, an aggregate of \$124,288 was paid and 457,152 common share purchase warrants (“**Finder Warrants**”) were issued by StartMonday to eligible finders. Each Finder Warrant entitles the holder thereof to purchase one StartMonday Share at a price of \$0.25 until July 25, 2018.

Funds Available and Use of Available Funds

As at July 31, 2016, the estimated consolidated working capital, being current assets less current liabilities, for the Resulting Issuer was \$1,068,561. To the extent that the Resulting Issuer has negative operating cash flow in future periods, the Resulting Issuer may use a portion of the unallocated capital referenced in the table below to fund such negative operating cash flow. The principal purposes for the use of those funds for the next twelve months will be as follows:

Item	\$
Funds Available	
Working capital of StartMonday as at July 31, 2016	\$1,372,873
Working capital of TargetCo as at July 31, 2016	\$(304,312) ⁽¹⁾⁽⁵⁾
Anticipated revenue for next twelve months	\$1,147,172 ⁽²⁾
Total	\$2,215,733
Principal Purposes for the use of Funds Available	
Remaining transaction and prospectus related costs	\$50,000
Research, Product Development & Commercialization	\$336,721 ⁽³⁾
General & Administrative	\$849,292 ⁽⁴⁾⁽⁵⁾
Unallocated working capital	\$979,720
Total	\$2,215,733

Notes:

(1) Assumes exercise of TargetCo convertible notes in the amount of \$210,537 on the Effective Date and excludes funds received in connection with the Promissory Note.

- (2) This revenue is a forecasted number whose realization will be dependent on the Resulting Issuer successfully implementing its sales and marketing initiatives to secure new customers and the successful completion of TargetCo's current projects to enter into contracts with current potential customers. (see "Part II – Information Concerning TargetCo – Marketing Plan and Strategies").
- (3) For a breakdown of Research, Product Development & Commercialization see the "Research and Development" table on page 34.
- (4) General & Administrative is broken down as follows: (i) management salaries (\$34,621 per month), (ii) rent (\$3,877 per month), (iii) legal and professional fees (\$15,155 per month), (iv) travel (\$2,572 per month), (v) IT (\$5,951 per month) and (vi) office supplies and miscellaneous (\$8,599 per month). Figure does not total \$849,292 due to rounding.
- (5) Currency conversion based on an exchange rate of \$1.4354 equals €1.

The Resulting Issuer intends to spend the funds available to it as stated in this Prospectus. There may be circumstances, however, where for sound business reasons a reallocation of funds may be necessary. Use of net proceeds will be subject to the discretion of management. See "Part III – Information Concerning The Resulting Issuer – Use of Proceeds".

Risk Factors

An investment in the Resulting Issuer involves a substantial degree of risk and should be regarded as highly speculative due to the nature of the business of the Resulting Issuer. The risks, uncertainties and other factors, many of which are beyond the control of StartMonday, TargetCo or the Resulting Issuer, that could influence actual results include, but are not limited to: limited operating history, reliance on management, requirements for additional financing, competition, difficulty in forecasting sales, conflicts of interest, litigation, price fluctuation of the Resulting Issuer Shares, no earnings or dividend record, limited market for the Resulting Issuer's securities, intellectual property rights, low barriers to entry, changes in governmental and legal uncertainties, acquisitions, risks related to international operations, protecting intellectual property rights and other factors beyond the control of the Issuer, TargetCo, or the Resulting Issuer. For more information on risk factors see "Part IV – Risk Factors".

Summary of Financial Information

The following selected financial information is subject to the detailed information contained in the financial statements of StartMonday, TargetCo and the Resulting Issuer, and notes thereto appearing elsewhere in the Prospectus. The selected financial information is derived from and should be read in conjunction with StartMonday's audited financial statements for the period from inception and ended June 30, 2016; and TargetCo's audited financial statements for the fiscal years ended December 31, 2015 and 2014 and the unaudited interim financial statements for the six month period ended June 30, 2016; and the pro forma consolidated interim financial statements of the Resulting Issuer as of June 30, 2016.

As at June 30, 2016	StartMonday \$	TargetCo \$(⁽¹⁾)	Pro Forma Adjustment \$(⁽¹⁾)	Pro Forma \$(⁽¹⁾)
Balance sheet				
Cash	\$60,665	\$41,572	\$1,395,000	\$1,497,237
Total assets	\$175,696	\$557,745	\$1,294,969	\$2,028,410
Current liabilities	\$30,310	\$687,322	\$(50,031)	\$667,601
Total liabilities	\$30,310	\$900,049	\$(50,031)	\$880,328
Shareholders' Equity	\$145,386	\$(342,304)	\$1,345,000	\$1,148,082

Notes:

- (1) Currency conversion based on an exchange rate of \$1.4354 equals €1.

PART I – INFORMATION CONCERNING STARTMONDAY

Name, Address and Incorporation

StartMonday was incorporated on April 12, 2016 under the BCBCA as “Centennial Acquisitions Corp.”. On August 12, 2016 it changed its name to “StartMonday Technology Corp.”.

StartMonday was incorporated as a wholly-owned subsidiary of Petro Basin Energy Corp. (“**StartMonday Parent**”). StartMonday entered into the Arrangement Agreement with StartMonday Parent on April 25, 2016. The Arrangement Agreement and the associated plan of arrangement were approved by StartMonday Parent shareholders on June 17, 2016, and approved by the Ontario Superior Court of Justice (Commercial List) on June 24, 2016. The plan of arrangement was completed on June 30, 2016.

The head office (and registered office) of StartMonday is located at Suite 1500 – 1055 W Georgia Street, Vancouver, British Columbia, V6E 4N7.

The Transaction

Pursuant to the terms of the Arrangement Agreement, StartMonday Parent spun out StartMonday to its shareholders on June 30, 2016 in advance of the completion of the Acquisition in reliance on the prospectus and registration exemptions set forth in section 2.11 of National Instrument 45-106 – *Prospectus Exemptions*, of the Canadian Securities Administrators (“**NI 45-106**”), and as a result thereof StartMonday became a reporting issuer in the Provinces of British Columbia, Ontario and Alberta.

On April 20, 2015, TargetCo was incorporated under the laws of the Netherlands.

StartMonday Parent, StartMonday, TargetCo and the Existing TargetCo Shareholders entered into the Acquisition Agreement on July 8, 2016.

The transaction contemplated in the Acquisition Agreement was structured as a reverse-takeover pursuant to which StartMonday acquired all of the issued and outstanding securities of TargetCo on terms more particularly set forth in the Acquisition Agreement. The Acquisition will be completed on the Effective Date. We have assumed completion of the Acquisition for purposes of the disclosure in this Prospectus.

StartMonday has not conducted any material commercial operations other than entering into the Acquisition Agreement.

Significant Acquisitions and Dispositions

StartMonday acquired a 100% interest in TargetCo pursuant to and on the terms and subject to the conditions set out in the Acquisition Agreement, a copy of which is attached as Appendix “D” to this Prospectus. Pursuant to the Acquisition, StartMonday issued an aggregate of 30,000,000 common shares to the TargetCo shareholders. The Acquisition was approved by a written consent resolution of the boards of directors of the respective parties. As a result of the Acquisition, the former securityholders of TargetCo became securityholders of the Resulting Issuer.

Concurrent with filing the Preliminary Prospectus, StartMonday applied for a listing on the CSE.

The Acquisition Agreement

StartMonday entered into a non-binding letter of intent with TargetCo dated March 31, 2016, which described the essential terms and conditions of the proposed agreement whereby StartMonday would acquire all of the issued and

outstanding common shares in the capital of TargetCo, in connection with a proposed business combination. This non-binding letter of intent was later replaced and superseded by the Acquisition Agreement.

Upon completing of the Acquisition the TargetCo shareholders held 30,000,000 Resulting Issuer Shares. It is expected that 16,133,122 Resulting Issuer Shares issued to TargetCo shareholders will be subject to escrow. The Acquisition Agreement provides that the first directors of the Resulting Issuer will be Ray Gibson, Andrew Evans, Morgan Tincher and Sean Bromley. The first officers of the Resulting Issuer will be Ray Gibson as Chief Executive Officer, Michael Thome as Chief Financial Officer and Secretary and Andrew Evans as Chief Product Officer.

Pre-Acquisition Events

Upon the terms and subject to the conditions set forth in the Acquisition Agreement, the following occurred or shall occur:

- (i) StartMonday Parent completed the spin-out of StartMonday 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 StartMonday became a reporting issuer in the Provinces of British Columbia, Ontario and Alberta;
- (ii) StartMonday filed the Preliminary Prospectus with the Principal Regulator;
- (iii) Concurrent with filing the Preliminary Prospectus with the Principal Regulator, StartMonday filed the necessary documents with the CSE to receive CSE conditional approval for the listing of the Resulting Issuer on the CSE;
- (iv) Upon receiving the Preliminary Receipt from the Principal Regulator, the Preliminary Prospectus and the Preliminary Receipt are available on SEDAR under StartMonday's profile;
- (v) StartMonday will file the Final Prospectus with the Principal Regulator;
- (vi) Upon receiving the Final Receipt from the Principal Regulator, the Final Prospectus and the Final Receipt will be available on SEDAR under StartMonday's profile; and
- (vii) Concurrent with filing the Final Prospectus with the Principal Regulator, StartMonday will file the necessary documents with the CSE to receive CSE final approval for the listing of the Resulting Issuer on the CSE.

Approvals

The Board of Directors of StartMonday and TargetCo approved the Acquisition Agreement and the Acquisition by consent resolution.

Acquisition Events

Upon the terms and subject to the conditions set forth in the Acquisition Agreement, at the Effective Date:

- (i) As consideration for entering into the Acquisition Agreement, StartMonday exchanged, on a pro rata basis, the TargetCo Shares held by the Existing TargetCo Stockholders with 30,000,000 Resulting Issuer Shares;
- (ii) Each TargetCo Share exchanged for fully paid and non-assessable Resulting Issuer Shares was cancelled;
- (iii) A share certificate representing 11,358 TargetCo shares was issued to StartMonday; and

- (iv) TargetCo became a wholly-owned subsidiary of the Resulting Issuer.

Loan to TargetCo

On May 5, 2016 StartMonday issued a secured promissory note (the “**Promissory Note**”) to TargetCo of up to \$300,000. The Promissory Note matures the later of (i) May 5, 2017 or (ii) the date that is six months from the termination of the Acquisition Agreement. To date, StartMonday has advanced \$210,000 pursuant to the Promissory Note.

Private Placement Financing

On June 10, 2016 StartMonday completed an equity financing by way of a private placement for \$0.02 per StartMonday unit whereby StartMonday issued 12,000,000 units to investors pursuant to applicable prospectus and or registration exemptions under NI 45-106 to raise \$240,000. Each unit consisted of one StartMonday Share and one half of a common share purchase warrant. Each whole warrant entitles the holder thereof to purchase one additional StartMonday Share at a price of \$0.05 until June 10, 2017.

On July 25, 2016 StartMonday completed the Concurrent Financing to raise gross proceeds of \$1,558,600 through the issuance of 6,234,400 units (“**Units**”) at a price of \$0.25 per Unit, pursuant to available “accredited investors” and other exempt purchasers exemptions from applicable Canadian prospectus requirements, and the exclusions from the registration requirements of the *U.S. Securities Act* of 1933, as amended (the “**US Securities Act**”), provided by Rule 903 of Regulation S (“**Regulation S**”) thereunder. Each Unit consists of one StartMonday Share and one half of a common share purchase warrant (each whole warrant, a “**Warrant**”). Each Warrant entitles the holder thereof to purchase one additional StartMonday Share at a price of \$0.40 until July 25, 2018.

In connection with the Concurrent Financing, StartMonday paid eligible finders a cash commission equal to 8% of the gross proceeds raised and issued common share purchase warrants equal to 8% of the eligible units sold by such finder pursuant to the Concurrent Financing. In total, an aggregate of \$124,288 was paid and 457,152 common share purchase warrants (“**Finder Warrants**”) were issued by StartMonday to eligible finders. Each Finder Warrant entitles the holder thereof to purchase one StartMonday Share at a price of \$0.25 until July 25, 2018.

Intellectual property

StartMonday does not have any intellectual property.

Escrow and Resale Restrictions on the CSE Escrow Shares

In accordance with the policies of the Exchange, there are currently no shares at the date of this Prospectus held in escrow.

Dividends and Distribution

StartMonday has neither declared nor paid any dividends on its common shares since its inception.

Selected Financial Information and Management’s Discussion and Analysis

The following tables set forth selected financial information for StartMonday, summarized from its audited financial statements for the period from inception to June 30, 2016. This selected financial information should be read in conjunction with StartMonday’s financial statements, including the notes thereto and Management’s Discussion and Analysis, which are attached to this Prospectus as Appendices “A” and “A1” respectively.

	June 30, 2016
Cash	\$60,665

	June 30, 2016
Total assets	\$175,696
Total expenses	\$100,164
Shareholder's equity	\$145,386
Basic loss per share	(\$0.03)

Management's Discussion and Analysis

StartMonday's Management's Discussion and Analysis provides an analysis of StartMonday's financial results for the period from inception to June 30, 2016, and should be read in conjunction with the financial statements of StartMonday for such period, and the notes thereto respectively. StartMonday's Management's Discussion and Analysis is attached to this Prospectus as Appendix "A1".

Certain information included in StartMonday's Management's Discussion and Analysis is forward-looking and based upon assumptions and anticipated results that are subject to uncertainties. Should one or more of these uncertainties materialize or should the underlying assumptions prove incorrect, actual results may vary significantly from those expected. See "Caution Regarding Forward-Looking Statements" for further detail.

Off-Balance Sheet Arrangements

StartMonday has not entered into any off-balance sheet arrangements.

Related Party Transactions

During the period from the date of inception on April 12, 2016 to June 30, 2016, StartMonday did not have any transactions with related persons.

Changes in Accounting Policies Including Initial Adoption

The preparation of financial statements in accordance with International Financial Reporting Standards requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. Management evaluates the estimates periodically. Actual results may differ from these estimates by material amounts.

Description of the Securities

Common Shares

StartMonday is authorized to issue an unlimited number of StartMonday Shares of which, as of the date of this Prospectus, 19,521,858 StartMonday Shares are issued and outstanding as fully paid and non-assessable. Holders of StartMonday Shares are entitled to dividends if, as and when declared by the directors, to one vote per StartMonday Share at meetings of shareholders and, upon liquidation, dissolution or winding-up of StartMonday, to share rateably the remaining assets of StartMonday as are distributable to holders of StartMonday Shares. The StartMonday Shares are not subject to call or assessment rights, redemption rights, rights regarding purchase for cancellation or surrender, or any pre-emptive or conversion rights.

See "Part I – Information Concerning StartMonday - The Transaction" for details of securities issued on closing of the Concurrent Financing and the Acquisition; and see "Part III – Information Concerning the Resulting Issuer – Description of the Securities".

Preferred Shares

StartMonday is also authorized to issue an unlimited number of Preferred Shares without par value, issuable in series with special rights or restrictions attached, none of which are issued and outstanding as of the date of this Prospectus and none of which are proposed to be issued in connection with either the Transaction.

Stock Option Incentive Plan

As of the date of this Prospectus, StartMonday has not granted stock options. The Resulting Issuer's Stock Option Plan is a "rolling" stock option plan, pursuant to which the Board may from time to time, in its discretion, and in accordance with the Exchange requirements, grant to directors, officers, employees and consultants, non-assignable and non-transferable options to purchase the Resulting Issuer Shares, provided that the number of the Resulting Issuer Shares reserved for issuance will not exceed 10% of the then issued and outstanding shares. The options are exercisable up to 10 years from the date of grant, so long the optionee maintains the optionee's position with the Resulting Issuer. The number of Resulting Issuer Shares reserved for issuance to any optionee cannot exceed 5% of the then issued and outstanding shares and the number of Resulting Issuer Shares reserved for issuance to consultants cannot exceed 2% of the then issued and outstanding shares.

The minimum exercise price of an option granted under the Stock Option Plan must not be less than the Discounted Market Price (as such term is defined in the policies of the Exchange and other applicable regulatory authorities).

Options granted to an optionee who does not continue as a director, officer, employee or consultant of the Resulting Issuer, will expire 30 days after such optionee ceases to be a director, officer, employee or consultant of the Resulting Issuer.

See "Part III – Information Concerning the Resulting Issuer – Stock Option Plan".

Prior Sales

Since the date of its incorporation, StartMonday has issued 49,521,859 StartMonday Shares as follows:

Date	Number of Common Shares	Price per Common Share \$
April 12, 2016	1 ⁽¹⁾	\$1.00
June 10, 2016	12,000,000 ⁽²⁾	\$0.02
June 30, 2016	1,287,458 ⁽³⁾	\$0.0058
July 25, 2016	6,234,400 ⁽⁴⁾	\$0.25
Effective Date	30,000,000 ⁽⁵⁾	\$0.25

Notes:

- (1) Incorporation share; such share was subsequently cancelled.
- (2) Issued pursuant to a private placement.
- (3) Issued pursuant to the Arrangement Agreement to shareholders of StartMonday Parent at a deemed price of \$0.0058 per share and recorded at a fair value of \$0.02 per share.
- (4) Issued pursuant to the Concurrent Financing.
- (5) Will be issued pursuant to the Acquisition to former shareholders of TargetCo. at a deemed price of \$0.25 per share on the Effective Date.

Shares Subject to Resale Restrictions

The 12,000,000 StartMonday Shares issued on June 10, 2016 and 6,234,400 shares issued on July 25, 2016, as summarized in the above table, are subject to a four month hold period from each of their respective distribution dates.

Arm's Length Transaction

The Transaction was negotiated by the parties dealing at arm's length with each other and in accordance with the policies of the Exchange.

See "Part I – Information Concerning StartMonday – The Transaction".

Legal Proceedings

StartMonday is not a party to any legal proceedings, nor is it aware of any legal proceedings to which any of its property or assets is the subject matter, and it is not aware of any such proceedings known to be contemplated.

Auditor

The auditor of StartMonday is Davidson & Company LLP., Chartered Professional Accountants, 1200-609 Granville Street, Vancouver, British Columbia V7Y 1G6.

See also "Part V – Auditor".

Transfer Agent and Registrar

The transfer agent and registrar for StartMonday's Common Shares is CST Trust Company, 1600 – 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1, and they will continue as transfer agent and registrar of the Resulting Issuer upon Completion of the Acquisition.

See also "Part V – Registrar and Transfer Agent".

Material Contracts

Other than contracts entered into in the ordinary course of business, StartMonday has not entered into any contracts material to investors, other than the Arrangement Agreement and the Acquisition Agreement.

PART II – INFORMATION CONCERNING TARGETCO

Name, Address and Incorporation

TargetCo was incorporated under the laws of The Netherlands on April 20, 2015 at the Dutch Chamber of Commerce with registration number 63142457.

The head office of TargetCo is located at Keizersgracht 127, 1015 CJ, Amsterdam, Netherlands, and the registered office of TargetCo is located at Weteringschans 165, 1017XD, Amsterdam, Netherlands.

TargetCo has two subsidiary operating companies: “StartMonday B.V.”, which was incorporated under the laws of The Netherlands on April 20, 2015 at the Dutch Chamber of Commerce with registration number 63142430; and StartMonday Innovations Ltd incorporated in the United Kingdom on April 9, 2014 under company number 08987742.

General Development of the Business

TargetCo is a development-stage software company operating in the jobs market. TargetCo was incorporated in 2015 in The Netherlands after graduating from a prestigious business accelerator program, Startupbootcamp, from which it emerged with a working product and launching customers. Since then, the management team has won a set of loyal launching customers (including: citizenM hotels, RTL, Uber, McDonalds and Intercontinental Hotels Group); processed thousands of 15-second videos and candidates; begun developing the feature set to better serve fast-growing employers; secured a technology partnership with IBM Watson; established a US trademark for “StartMonday”; acquired the startmonday.com domain address and generally prepared the business for massive scaling to thousands of clients.

Narrative Description of the Business

The jobs market is large (approx \$456 billion USD according to Konzept Analytics) and growing, with a host of paid service providers ranging from jobs agencies and advertising to testing and background checks. The HR technology sector is heating up with companies receiving Series B, C and D round funding and the recent acquisition of LinkedIn by Microsoft. There is an opportunity in this large market to innovate and to bring data and efficiencies to employers.

The business was founded by professionals from the recruiting and jobs market - Ray Gibson with 16 years in recruiting and HR, and Andrew Evans from the founding team of Careerbuilder.com. While opportunities in the jobs market are broad, the founders identified a specific stage in the recruiting process which was not being addressed by modern tools and where significant value could be added. Pre-selection is the stage in recruiting where applicants are chosen for phone-screening interviews or further assessment and is often the most time consuming and therefore most expensive stage in the hiring process. This is especially true for employers who attract hundreds or even thousands of CVs which often look the same.

TargetCo’s products focus on the candidate selection challenges faced by employers who waste too much time and money trying to identify the best people in a crowd of applicants. The company’s technology makes use of 15-second videos filmed by candidates on their own phones, and cognitive computing powered by IBM WATSON. The products are developing into a broad-based jobs platform with job advertising fees for employers and powerful mobile job search for job seekers.

Specifically:

“**StartMonday WORKS**” gathers 15-second videos from job candidates and displays them in a lightweight applicant tracking system. The short video concept encourages candidates to summarize their suitability for a role briefly, and brings personality, enthusiasm and customer skills to the beginning of the hiring process. Such first impressions save many wasted face-to-face interviews with unqualified candidates. For job seekers, the video creates a level playing field where they have the chance to pitch an employer, show their

enthusiasm and overcome any bias the hiring manager may have for a certain types of person, career history or qualifications. The product is being expanded to include CVs and written applications as well as videos, with reporting and analysis tools, too. The product is sold as a single job project for large corporations for \$999 to \$2500 for 30 days; a monthly subscription per location such as a hotel at \$125 per month; and also as a customized enterprise solution at \$60,000-\$120,000 per year for larger hiring volumes across many locations.

“**IRIS**”, a virtual hiring assistant powered by IBM WATSON and machine learning, ranks candidate applications so employers know who to talk to first. The product has been tested on trial data and will be made ready for market in Q4 2016. The product will be sold as a monthly subscription per user or team at \$15-\$100 per month.

“**IRIS**” for job seekers will become a virtual assistant for job search and applications, especially from mobile phones. Once fully developed in Q2 2017, this will facilitate the company’s expansion towards a job advertising platform and city-based revenue streams for job ads.

Vision and mission:

TargetCo’s vision is to become the most innovative and trusted brand for jobs. TargetCo is building powerful tools for the instagram generation. Its mission is to make recruiting, and work itself, an amazing experience for everyone.

TargetCo’s founders strongly believe in bringing fresh approaches to the jobs market, while also building credibility and trust with all parties. As a technology business handling large volumes of personal data, it is critical the company earns the trust of candidates particularly, who will support the brand’s adoption as a go-to place for jobs.

Target Market

TargetCo’s solutions have mass market appeal covering a broad range of jobs and salary ranges. Efficient tools in the jobs market are scarce for the majority of the working population which earns up to \$50k per year e.g. millennials, graduates, those in customer facing jobs, hospitality, sales reps, marketing, entry-level consulting. These are also candidates who expect to do everything on their phones and are comfortable using modern tools.

Job advertising and talent acquisition tools make up approx 20% (US\$91 billion) of the global jobs market. Focusing first on the retail and hospitality sectors in North America and Europe, TargetCo sells to businesses who choose its solutions to:

- i) save time and money in pre-selection;
- ii) attract more candidates;
- iii) improve their quality of hires with more enthusiasm and better customer skills; and
- iv) develop their employer brand with an innovative approach to recruiting.

Franchise hotel and retail groups are proving to be a good opportunity to sell to large numbers of franchise owners in groups and to scale across borders quickly. Niche markets also exist for specific skill areas in more senior roles such as in sales, marketing, consulting and creative work.

“StartMonday WORKS” and “IRIS” will be sold across both continents, following corporate structures across continents, while “IRIS” for job seekers will follow a city by city roll-out plan.

Marketing Plan and Strategies

In addition to PR and brand marketing, TargetCo has two specific approaches to winning employers as clients:

1. **Direct sales to large employers** - sales managers approach and pitch C-level staff and HR leaders in 3-6 month deal cycles resulting in \$60-120k annual contracts for enterprise solutions. Such solutions will usually survive for 24-36 months until they are superseded by a new solution.
2. **Online sales** - creative digital marketing identifies effective customer acquisition channels and then invests heavily in best performing campaigns. Clients are driven to landing pages, are self-serving and pay with credit cards.

Both direct and online sales complement each other with sales agents cross-selling digital tools like IRIS, and with the online marketing team creating sales leads to large employers for sales managers.

For job seekers, TargetCo makes use of a creative agency to design engaging digital (social media), print and out-of-home advertising campaigns for low acquisition costs, app downloads, submitted videos and job applications.

While TargetCo is unable to determine the exact procedures that will be, the Company's estimated plan for commercialization is as follows:

Milestones:	Tentative Date
Five Enterprise clients	January 2017
1,000 active paid locations for StartMonday WORKS	March 2017
100 Enterprise clients	December 2017
Launch IRIS for employers	October 2016
1,000 IRIS paying employers	January 2017
10,000 IRIS paying employers	July 2017
Launch IRIS for job seekers	July 2017
Launch first city job board	July-September 2017
10 city job boards	June 2018
1,000,000 app downloads	December 2018
50 city job boards	December 2020

Operations

TargetCo's main office is located in Amsterdam, Netherlands, and currently has 14 team members. During the next twelve months, TargetCo intends to hire 14 additional team members (including 10 in Sales, Marketing and Customer support) in Europe and North America.

Competition

Competitors may be divided into specific groups:

i) Feature competitors (solutions that are most like ours):

Jobon.com: Video interview on mobile. While they are mobile, and video, their approach is interview-based (multiple long-format answers) which TargetCo specifically avoids as time consuming for both candidates to create and employers to watch. In fact, many employers who use video interview software comment that their managers actually make a selection decision based on the first few seconds of video!

Wirkn.com: mobile job search and applications designed for youth to join the workforce which also incorporate a 30-second video pitch. The video is part of a general profile, whereas as TargetCo has received much praise for its job-specific videos that show motivation to apply for a specific job and employer and at the same time eliminates applicants who use a spray a pray approach to job applications.

ii) All other video interview platforms:

hirevue.com, talentrooster.com, etc. - as with jobOn, TargetCo is different since it does not work with long-format interviews, just like Twitter isn't email - a very different use case.

Cammio.com - They're also based in Amsterdam. They are primarily video interview software like the above, but recently added a "video pitch" feature in direct response to StartMonday's 15-second videos. Their video pitch currently isn't as easy to use for employers as our system, so TargetCo wins whenever the deal is around short video prescreening. They also haven't shown any ambitions outside of Europe yet.

iii) Market segment competitors (serving customer-facing jobs, jobs where personality is key, etc.):

Snagajob.com, Apploi.com, workpop.com, jobandtalent.com

These are all sites/apps that appeal to the same kinds of employers and job seekers as TargetCo. They have varying degrees of mobile-savviness, and only Apploi so far has made any serious attempt to use video (their "video cover letter" is similar to our 15-second videos, but is not required and doesn't have to be personalized to the job)

Intercorporate Relationships

As of the date of this Prospectus, TargetCo has two subsidiary operating companies: "StartMonday BV", which was incorporated under the laws of The Netherlands on April 20, 2015 at the Dutch Chamber of Commerce with registration number 63142430; and StartMonday Innovations Ltd incorporated in the United Kingdom on April 9, 2014 under company number 08987742.

Intellectual Property

TargetCo builds software solutions for mobile and web using its own development staff who are paid to develop code and products for the company. The company retains all of its IP for its software products, brands, concepts and ideas. When making use of IBM WATSON APIs, the company uses its own algorithms and training data which expands and becomes more accurate and valuable as TargetCo's proprietary knowledge.

TargetCo has secured a US Trademark for "StartMonday", owns the www.startmonday.com domain and seeks to expand trademark registrations across Europe and Asia in the next 6 months.

Dividends and Distribution

TargetCo has neither declared nor paid any dividends on its common shares since its inception.

Selected Financial Information and Management's Discussion and Analysis

The following tables set forth selected financial information for TargetCo, summarized from its audited financial statements for the fiscal years ended December 31, 2015 and 2014 and for the interim period ended June 30, 2016.

This selected financial information should be read in conjunction with TargetCo’s financial statements, including the notes thereto and Management’s Discussion and Analysis, which are attached to this Prospectus as Appendices “B”, and “B1” respectively.

	December 31, 2015 (Audited) \$(⁽¹⁾)	December 31, 2014 (Audited) \$(⁽¹⁾)	June 30, 2016 (Unaudited) \$(⁽¹⁾)
Cash	\$nil	\$56,993	\$41,572
Total assets	\$478,737	\$108,482	\$557,745
Total expense	\$390,159	\$313,364	\$183,942
Total liabilities	\$655,874	\$144,858	\$900,049
Shareholder’s equity	(\$177,137)	(\$36,376)	(\$342,304)
Basic and diluted loss per share	(\$35.61)	(\$129.43)	(\$16.52)

Notes:

(1) Currency conversion based on an exchange rate of \$1.4354 equals €1.

Management’s Discussion and Analysis

TargetCo’s Management’s Discussion and Analysis is attached to this Prospectus as Appendix “B1”.

Certain information included in TargetCo’s Management’s Discussion and Analysis is forward-looking and based upon assumptions and anticipated results that are subject to uncertainties. Should one or more of these uncertainties materialize or should the underlying assumptions prove incorrect, actual results may vary significantly from those expected. See “Caution Regarding Forward-Looking Statements” for further detail.

Off-Balance Sheet Arrangements

TargetCo has not entered into any off-balance sheet arrangements.

Related Party Transactions

Related party transactions are as follows:

- a) Professional fees of \$55,909 for the six month period ended June 30, 2016.
- b) As at June 30, 2016, \$49,767 is included in trade and other payables and \$14,354 is included in loans payable.

Related party transactions are in the normal course of operations and are measured at the fair market value of the services rendered.

Summary of key management personnel compensation:

	June 30, 2016
	\$
Salaries and consulting fees	55,909

Changes in Accounting Policies Including Initial Adoption

The preparation of financial statements in accordance with International Financial Reporting Standards requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. Management evaluates the estimates periodically. Actual results may differ from these estimates by material amounts.

Description of the Securities

Common Shares

TargetCo has authorized an unlimited number of shares of common stock with a par value of €0.01 as its only class of securities. The following table represents the TargetCo Shares issued or to be issued, including restricted shares, if any, issued since incorporation.

Date of Issuance	No. of Common Shares issued⁽¹⁾	Price Per Share (\$)
May 12, 2015	10,000	\$0.014 ⁽¹⁾
Effective Date	699 ⁽²⁾	\$155.81 ⁽¹⁾
Effective Date	296 ⁽³⁾	\$338.64 ⁽¹⁾
Effective Date	363 ⁽⁴⁾	\$589.85 ⁽¹⁾
Total	11,358	

Notes:

- ⁽¹⁾ Currency conversion based on an exchange rate of \$1.4354 equals €1.
- ⁽²⁾ Issued pursuant to the conversion of convertible notes in the amount of approximately \$108,911 (inclusive of principal and interest).
- ⁽³⁾ Issued pursuant to the conversion of convertible notes in the amount of approximately \$100,237 (inclusive of principal and interest).
- ⁽⁴⁾ Issued pursuant to the conversion of convertible notes in the amount of approximately \$214,116 (inclusive of principal and interest).

Stock Option Incentive Plan

TargetCo has not adopted a stock option plan.

See “Part III – Information Concerning the Resulting Issuer – Stock Option Plan”.

Prior Sales

See “Part II – Information Concerning TargetCo – Description of the Securities – Common Shares”.

Shares Subject to Resale Restrictions

TargetCo does not have any shares subject to resale restrictions.

Executive Compensation

StartMonday plans to enter into employment agreements with its key officers.

The summary compensation table sets out particulars of compensation paid for the period ended June 30, 2016 the individuals who were Chief Executive Officer, Chief Product Officer and Chief Financial Officer (the “**Named Executive Officers**”) during such period. TargetCo does not have any other executive officers whose total salary and other compensation during such period exceeded \$150,000.

Compensation Discussion and Analysis

TargetCo does not have a compensation committee or a formal compensation policy. TargetCo relies solely on the Board of Directors to determine the compensation of the Named Executive Officers. In determining compensation, the Board of Directors considers industry standards and TargetCo’s financial situation but does not currently have any formal objectives or criteria. The performance of each Named Executive Officer is informally monitored by the Board of Directors, having in mind the business strengths of the individual and the purpose of originally appointing the individual as an officer. The Resulting Issuer is expected to rely solely on the Board to determine the compensation of the executive officers. In determining compensation, the Board will consider industry standards and the Resulting Issuer’s financial situation without any formal objectives or criteria.

Option-based Awards

Please see “Part III – Information Concerning the Resulting Issuer – Stock Option Plan”. In considering new grants to executive officers, the Board of Directors considers the number of options, if any, previously granted to each executive officer.

Summary Compensation Table

The following table sets out particulars of compensation paid to the Named Executive Officers for the fiscal period ended December 31, 2015 and the six month period ended June 30, 2016.

Name and Principal Position	Year (or part)	Salary (\$)⁽¹⁾	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)⁽¹⁾
					Annual incentive plans	Long-term incentive plans			
Ray Gibson	2016	\$44,067	Nil	Nil	Nil	Nil	Nil	Nil	\$44,067
	2015	\$66,252	Nil	Nil	Nil	Nil	Nil	Nil	\$66,252
Andrew Evans	2016	\$11,842	Nil	Nil	Nil	Nil	Nil	Nil	\$11,842
	2015	\$81,369	Nil	Nil	Nil	Nil	Nil	Nil	\$81,369
Michael Thome	2016	\$2,562	Nil	Nil	Nil	Nil	Nil	Nil	\$2,562
	2015	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

⁽¹⁾ Currency conversion based on an exchange rate of \$1.4354 equals €1.

Incentive Plan Awards

TargetCo has adopted an equity compensation plan reserving 1,000,000 shares of common stock for issuance to officers, directors, employees, and consultants in conformity with the Internal Revenue Code.

TargetCo does not have any option-based awards, granted to the Named Executive Officers and outstanding as at the date of this Prospectus.

Please see “Part III – Information Concerning the Resulting Issuer – Stock Options Plan” for options anticipated to be held by the officers and directors of the Resulting Issuer upon Closing.

Incentive plan awards - value vested or earned during the year

TargetCo did not grant any option-based awards which vested in the Named Executive Officers for the financial periods ended December 31, 2015 and June 30, 2016.

Pension Plan Benefits

TargetCo does not have any pension plan, retirement plan or any deferred compensation plan.

Termination and Change of Control Benefits

TargetCo has entered into employment agreements with Ray Gibson, Andrew Evan, Marine Hercouet, Louie Casias, Denis Dubinin and Rory Mullins which provide for a payment upon the termination of his/her employment and/or upon the change of control of TargetCo in accordance with Netherlands law. Other than as provided above, TargetCo does not have any contract, agreement, plan or arrangement that provides for payments to the Named Executive Officers at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of TargetCo or a change in a Named Executive Officer’s responsibilities.

Director Compensation

TargetCo has not paid any compensation to any person in their capacity as a director of TargetCo for the financial periods ended December 31, 2015 and June 30, 2016.

Share-based awards, option-based awards and non-equity incentive plan compensation

TargetCo does not have any option-based awards, share-based awards or non-equity incentive plan compensation granted to directors, other than directors who are also Named Executive Officers, outstanding as of the date of this Prospectus.

Please see “Part III – Information Concerning the Resulting Issuer – Stock Options Plan” for options anticipated to be held by officers and directors of the Resulting Issuer. It is anticipated that the Resulting Issuer will have a share-based awards incentive plan compensation in the 12 months following completion of the Transaction.

Incentive plan awards - value vested or earned during the year

TargetCo does not have any option-based awards, share-based awards or non-equity incentive plan compensation which was vested or earned by each director, who is not a Named Executive Officer, for the fiscal periods ended December 31, 2015 and June 30, 2016.

Indebtedness of Directors and Executive Officers

As at the date of this Prospectus, none of the directors and executive officers of TargetCo or associates of such persons is indebted to TargetCo or another entity where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by TargetCo.

Arm's Length Transaction

The Transaction was negotiated by the parties dealing at arm's length with each other and in accordance with the policies of the Exchange.

See "Part I – Information Concerning TargetCo – The Transaction".

Legal Proceedings

TargetCo is not a party to any legal proceedings, nor is it aware of any legal proceedings to which any of its property or assets is the subject matter, and it is not aware of any such proceedings known to be contemplated.

Auditor

The auditor of TargetCo is Davidson & Company LLP located at:

**1200 – 609 Granville Street,
Vancouver, BC
V7Y 1G6**

Upon completion of the Acquisition and as of the date of this Prospectus, it is proposed that the Resulting Issuer's auditor will be Davidson & Company LLP.

See "Part V – Auditor".

Transfer Agent and Registrar

TargetCo currently has no transfer agent and registrar for its shares.

See "Part V – Transfer Agent and Registrar".

Material Contracts

Other than contracts entered into in the ordinary course of business, TargetCo has not entered into any contracts material to investors, other than the Acquisition Agreement and the following:

1. Sales agreement between TargetCo and Intercontinental Hotels Group dated as of August 12, 2016.

PART III – INFORMATION CONCERNING THE RESULTING ISSUER

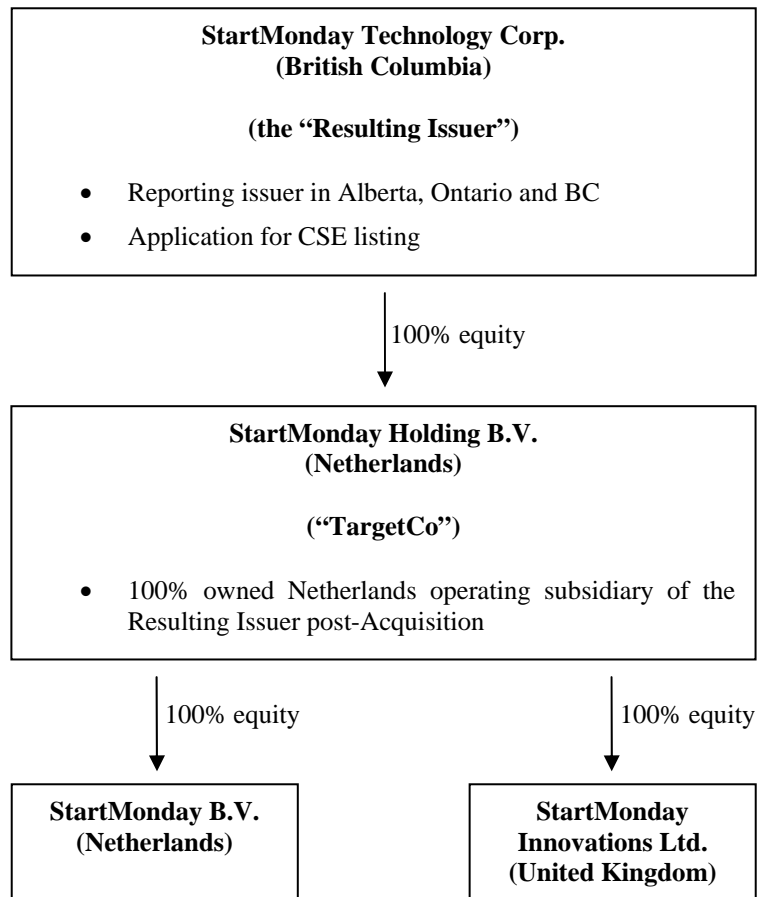
Name, Address and Incorporation

Following completion of the Acquisition, the corporate structure of the Resulting Issuer is the corporate structure of StartMonday. StartMonday (then the Resulting Issuer) is named “StartMonday Technology Corp.”.

The Resulting Issuer’s head office is located at Suite 1920 - 1177 West Hastings Street, Vancouver, British Columbia V6E 2K3 and its registered office is located at Suite 1500 - 1055 W. Georgia St., Vancouver British Columbia, V6E 4N7 Canada.

Inter-corporate Relationships

The diagram below describes the inter-corporate relationship between the Resulting Issuer and TargetCo post-Acquisition:



Narrative Description of the Business

Upon issuance of the Final Exchange Bulletin, the Resulting Issuer will be a technology issuer pursuant to the policies of the Exchange and intends to implement the business plan of TargetCo.

See “Part III– Information Concerning the Resulting Issuer - Business Objectives and Milestones”, which follows, and see also “Part II – Information Concerning TargetCo – Narrative Description of the Business”.

Use of Proceeds

This is a non-offering prospectus. The Resulting Issuer is not raising any funds in conjunction with this Prospectus. Accordingly, there are no proceeds to StartMonday, TargetCo or the Resulting Issuer in connection with the filing of this Prospectus.

As at June 30, 2016, StartMonday had negative cash flow from operating activities. See “Part IV – Risk Factors – Negative Cash Flow for the Foreseeable Future”.

StartMonday has completed an initial financing on June 10, 2016 of 12,000,000 units at \$0.02 per unit with each unit consisting of one common share and one-half of one common share purchase warrant. The gross proceeds of the financing were \$240,000. StartMonday also completed the Concurrent Financing of 6,234,400 units at \$0.25 per unit with each unit consisting of one common share and one-half of one common share purchase warrant for gross proceeds of \$1,558,600.

Funds Available and Use of Available Funds

As at July 31, 2016, the estimated consolidated working capital, being current assets less current liabilities, for the Resulting Issuer was \$1,068,561. To the extent that the Resulting Issuer has negative operating cash flow in future periods, the Resulting Issuer may use a portion of the unallocated capital referenced in the table below to fund such negative operating cash flow. The principal purposes for the use of those funds for the next twelve months will be as follows:

Item	\$
Funds Available	
Working capital of StartMonday as at July 31, 2016	\$1,372,873
Working capital of TargetCo as at July 31, 2016	\$(304,312) ⁽¹⁾⁽⁵⁾
Anticipated revenue for next twelve months	\$1,147,172 ⁽²⁾
Total	\$2,215,733
Principal Purposes for the use of Funds Available	
Remaining transaction and prospectus related costs	\$50,000
Research, Product Development & Commercialization	\$336,721 ⁽³⁾
General & Administrative	\$849,292 ⁽⁴⁾⁽⁵⁾
Unallocated working capital	\$979,720
Total	\$2,215,733

Notes:

- (1) Assumes exercise of TargetCo convertible notes in the amount of \$210,537 on the Effective Date and excludes funds received in connection with the Promissory Note.
- (2) This revenue is a forecasted number whose realization will be dependent on the Resulting Issuer successfully implementing its sales and marketing initiatives to secure new customers and the successful completion of TargetCo’s current projects to enter into contracts with current potential customers. (see “Part II – Information Concerning TargetCo – Marketing Plan and Strategies”).
- (3) For a breakdown of Research, Product Development & Commercialization see the “Research and Development” table on page 34.
- (4) General & Administrative is broken down as follows: (i) management salaries (\$34,621 per month), (ii) rent (\$3,877 per month), (iii) legal and professional fees (\$15,155 per month), (iv) travel (\$2,572 per month), (v) IT (\$5,951 per month) and (vi) office supplies and miscellaneous (\$8,599 per month). Figure does not total \$849,292 due to rounding.
- (5) Currency conversion based on an exchange rate of \$1.4354 equals €1.

The Resulting Issuer intends to spend the funds available to it as stated in this Prospectus. There may be circumstances, however, where for sound business reasons a reallocation of funds may be necessary. Use of net proceeds will be subject to the discretion of management.

Research and Development

Building on the success of its core product and 15-second videos, the Resulting Issuer has engaged staff and partners to develop features into a full recruiting platform or applicant tracking system (ATS) under the product name, “StartMonday WORKS”. To further enhance the pre-selection of candidates for all types of job, “IRIS” is being developed into a virtual assistant for employers that helps analyses written job applications using cognitive computing and in partnership with IBM WATSON.

Mobile apps for Android and iPhone will be upgraded to new release versions with advanced job search functionality that will match new web-based job search and application tools in readiness for marketing the business as a city-focused job advertising platform.

Current anticipated costs and timing are as follows:

Objective	Timeline/Comment	Approximate Cost
Product management and methodology: user stories and wireframing concepts ready for development	Q2 2017	\$107,655
Mobile app development: bringing the iOS and Android apps up to date with more advanced video recording features such as scripting, audience modes and improved video encoding to create more engaging and stable candidate experience	Q2 2017	\$28,134
Web-based job applicant tools: bac end API changes and front end development of StartMonday WORKS for employers as a lightweight applicant tracking system including documents (resumes) as well as videos	Q2 2017	\$200,932
Total		\$336,721

Business objectives and milestones

Following Completion of the Transaction, the Resulting Issuer’s primary business objectives and milestones are the following:

Objective	Timeline/Comment	Estimated Cost
File Prospectus and apply to list its common shares on the Canadian Securities Exchange	Q4 2016	\$50,000
Research, Product Development & Commercialization	Q2 2017	\$336,721 ⁽¹⁾
Total		\$386,721

Notes:

⁽¹⁾ For a breakdown of Research, Product Development & Commercialization costs see the “Research and Development” table above. See “Part II - Information Concerning TargetCo – Narrative Description of the Business

See Research and Development table above for steps and objectives to be achieved in the next 12 months in order to successfully market and sell intellectual property.

Dividends or Distributions

The Resulting Issuer intends to retain its earnings, if any, to finance growth and expand its operations and does not anticipate paying any dividends on the Resulting Issuer Shares in the foreseeable future.

Pro Forma Consolidated Financial Information

The following table sets forth selected pro forma consolidated financial information of StartMonday and TargetCo as at June 30, 2016.

	StartMonday \$	TargetCo \$ ⁽¹⁾	Pro Forma Adjustments \$	Pro Forma \$
Balance sheet				
Current assets	\$175,386	\$86,827	\$1,294,969	\$1,557,182
Total assets	\$175,696	\$557,745	\$1,294,969	\$2,028,410
Current liabilities	\$30,310	\$687,322	(\$50,031)	\$667,601
Shareholders' Equity	\$145,386	(\$342,304)	\$1,345,000	\$1,148,082

Notes:

⁽¹⁾ Currency conversion based on an exchange rate of \$1.4354 equals €1.

Description of Securities

Authorized and Issued Share Capital

The Resulting Issuer is authorized to issue an unlimited number of Resulting Issuer Shares of which, as of the date of this Prospectus 49,521,858 Resulting Issuer Shares are issued and outstanding as fully paid and non-assessable, on a non-diluted basis. The authorized share capital of the Resulting Issuer includes preferred shares of which no preferred shares are issued and outstanding.

The holders of the Resulting Issuer Shares are entitled to vote at all meetings of shareholders of the Resulting Issuer, to receive dividends if, as and when declared by the directors and, subject to the rights of holders of any shares ranking in priority to or on a parity with the Resulting Issuer Shares, to participate rateably in any distribution of property or assets upon the liquidation, winding-up or other dissolution of the Resulting Issuer. The Resulting Issuer Shares are not subject to any future call or assessments and do not have any pre-emptive rights or redemption rights.

See "Part III – Information Concerning the Resulting Issuer – Pro Forma Consolidated Capitalization, and – Fully Diluted Share Capital", which follow; and see also in "Part I – Information Concerning the Issuer – Description of the Securities".

Listing of StartMonday Shares

StartMonday has applied to list the StartMonday Shares on the Exchange. Listing will be subject to StartMonday fulfilling all the listing requirements of the Exchange, including without limitation, the distribution of the Resulting Issuer Shares to a minimum number of public shareholders and StartMonday meeting certain financial and other requirements.

As at the date of the prospectus, StartMonday does not have any of its securities listed or quoted, has not applied to list or quote any of its securities, and does not intend to apply to list or quote any of its securities, on the Toronto Stock Exchange, Aequitas NEO Exchange Inc., a U.S. marketplace, or a marketplace outside of Canada and the United States of America (other than the Alternative Investment Market of the London Stock Exchange or the PLUS markets operated by PLUS Markets Group PLC).

Finder Warrants to Purchase Resulting Issuer Shares

In connection with the Concurrent Financing, the Resulting Issuer issued to eligible finders, Finder Warrants entitling the purchase by the holder, that number of Resulting Issuer Shares as is equal to 8% of that number of eligible StartMonday Shares issued under the Concurrent Financing. In total, an aggregate of 457,152 Finder Warrants were issued by StartMonday to eligible finders. Each Finder Warrant entitles the holder thereof to purchase one Resulting Issuer Share at a price of \$0.25 until July 25, 2018.

See “Part I – Information Concerning the Issuer – The Transaction”; and see “Part III – Information Concerning the Resulting Issuer – Fully Diluted Share Capital”.

Options to Purchase Securities

As noted previously, as of the date of this Prospectus, no incentive stock options are outstanding.

See “Part I – Information Concerning StartMonday – Stock Option Plan”. See also “Part III – Information Concerning the Resulting Issuer – Fully Diluted Share Capital”.

The Board of Directors of the Resulting Issuer intend to grant incentive stock options to purchase Resulting Issuer Shares prior to or concurrently with Listing.

See “Part III – Information Concerning the Resulting Issuer – Stock Option Plan”. See also “Part III – Information Concerning the Resulting Issuer – Fully Diluted Share Capital”.

Pro Forma Consolidated Capitalization

The following table sets out the share capitalization of the Resulting Issuer:

Designation of Security	Amount authorized or to be authorized	Amount outstanding after giving effect to the Transaction
Common Shares	Unlimited	49,521,858
Preferred Shares	Unlimited	Nil
Loan Capital	Nil	Nil

Fully Diluted Share Capital

The following table sets out the fully diluted share capital of the Resulting Issuer:

	Number of Securities Issued or Reserved	% of total issued and outstanding as of the closing of the Transaction
StartMonday Shares issued as at June 10, 2016	12,000,000 ⁽¹⁾	19.6%

	Number of Securities Issued or Reserved	% of total issued and outstanding as of the closing of the Transaction
StartMonday Shares to BC Parent Shareholders under the Arrangement Agreement	1,287,458	2.1%
Resulting Issuer Shares issued on closing of the Transaction to the TargetCo Stockholders	30,000,000	49.1%
StartMonday Shares issued pursuant to the Concurrent Financing	6,234,400	10.2%
Resulting Issuer Shares to be issued on exercise of Resulting Issuer Warrants	9,117,200	14.9%
Resulting Issuer Shares to be issued on exercise of Resulting Issuer Stock Options	2,000,000	3.3%
Resulting Issuer Shares to be issued on exercise of Resulting Issuer Finder Warrants	457,152	0.8%
Total	61,096,210	100%

Notes:

(1) This figure excludes the one StartMonday Share issued to the incorporator which was subsequently cancelled.

Stock Option Plan

Stock Option Incentive Plan

As at the date of this Prospectus the Resulting Issuer does not have stock options outstanding. The Resulting Issuer's Stock Option Plan will be a "rolling" stock option plan, pursuant to which the Board may from time to time, in its discretion, and in accordance with the Exchange requirements, grant to directors, officer, employees and consultants, non-assignable and non-transferable options to purchase the Resulting Issuer Shares, provided that the number of Resulting Issuer Shares reserved for issuance will not exceed 10% of the then issued and outstanding shares. The options will be exercisable up to 10 years from the date of grant, so long as the optionee maintains the optionee's position with the Resulting Issuer.

Under the proposed plan, the number of Resulting Issuer Shares reserved for issuance to any optionee will not exceed 5% of the then issued and outstanding shares and the number of Resulting Issuer Shares reserved for issuance to consultants will not exceed 2% of the then issued and outstanding shares. Furthermore, the minimum exercise price of an option granted under the Stock Option Plan must not be less than the Discounted Market Price (as such term is defined in the policies of the Exchange and other applicable regulatory authorities).

Options that will be granted to an optionee who does not continue as a director, officer, employee or consultant of the Resulting Issuer will expire 30 days after such optionee ceases to be a director, officer, employee or consultant of the Resulting Issuer.

The following table sets forth all options to purchase securities of the Resulting Issuer that are anticipated to be issued prior to or concurrently with Listing:

Optionee	Number of the Resulting Issuer Shares to be Optioned ⁽¹⁾	Purchase Price	Expiry Date	Market Value of Shares under Option on the date of grant \$	Market Value of Shares under Option on the date of this Prospectus \$
Ray Gibson	1,000,000	\$0.10	5 years from Listing	\$150,000	\$150,000
Andrew Evans	1,000,000	\$0.10	5 years from Listing	\$150,000	\$150,000
Total	2,000,000				

Notes:

⁽¹⁾ Stock Options anticipated to be granted.

Escrowed Shares

The following table sets out, as at the date of this Prospectus, the number and percentage of the StartMonday Shares held in escrow prior to giving effect to the Transaction, and the number and percentage of the Resulting Issuer Shares that will be held in escrow after giving effect to the Transaction, but before giving effect to the initial release of the escrowed Resulting Issuer Shares under the escrow agreement.

		Prior to Giving Effect to the Transaction		After Giving Effect to the Transaction	
Name and Municipality of Residence of Security holder	Designation of Class	Number of StartMonday shares held in escrow	Percentage of class	Number of Resulting Issuer Shares to be held in escrow ⁽¹⁾	Percentage of class ⁽²⁾
Ray Gibson ⁽³⁾ Haarlem, Netherlands	Common	Nil	Nil	10,245,642	20.7%
Andrew Evans ⁽⁴⁾ Amstelveen, Netherlands	Common	Nil	Nil	5,887,480	11.9%
Total				16,133,122	32.6%

Notes:

(1) Escrowed Resulting Issuer Shares will be held by the Transfer Agent. Such escrowed Resulting Issuer Shares will be escrowed per National Policy 46-201 – *Escrow for Initial Public Offerings* and released pursuant to that Policy. See “-The CSE Escrow Shares”.

(2) Based on 49,521,858 Resulting Issuer Shares outstanding upon completion of the Transaction.

(3) Ray Gibson owns 10,245,642 Resulting Issuer Shares which are held by 15th July Holding B.V., a company which is owned by Mr. Gibson.

(4) Andrew Evans owns 5,887,480 Resulting Issuer Shares which are held by Evans Holding B.V., a company which is owned by Mr. Evans.

The CSE Escrow Shares

The CSE Escrow Shares will be held in escrow pursuant to the CSE Escrow Agreement. There are to be 16,133,122 Resulting Issuer Shares to be held in escrow (“**CSE Escrow Shares**”). These will be held in escrow as required by CSE policy on completion of the Listing.

The CSE Escrow Shares are to be subject to the release schedule set out in the form of escrow required by s. 1.8 of Policy 8 – Fundamental Changes of the CSE. Ten (10%) percent of the CSE Escrow Shares are to be released upon the date of listing on the CSE and an additional 15% are to be released every 6 months thereafter until all CSE Escrow Shares have been released (36 months following the date of listing on the CSE).

The CSE Escrow Agreement provides that the CSE Escrow Shares are held in escrow pursuant to its terms and the beneficial ownership thereof may not be sold, assigned, hypothecated, transferred within escrow or otherwise dealt with in any manner without the prior written consent of the CSE. In the event of the bankruptcy of an escrow shareholder, provided the CSE does not object, the CSE Escrow Shares held by such escrow shareholder may be transferred to the trustees in the bankruptcy or such person legally entitled to the CSE Escrow Shares which shares will remain in escrow subject to the escrow agreement. In the event of the death of an escrow shareholder, provided the CSE does not object, the CSE Escrow Shares held by the escrow shareholder will be released from escrow.

Shares Subject to Resale Restrictions

The 12,000,000 StartMonday Shares issued on June 10, 2016 and the 6,234,400 StartMonday Shares issued on July 25, 2016, are subject to a four month and a day hold period pursuant to the requirements of National Instrument 45-102 *Resale of Securities*.

Principal Shareholders

To the knowledge of the Resulting Issuer’s directors and senior officers, as of the date of this Prospectus, no person is anticipated to own of record or beneficially, directly or indirectly, or exercise control or direction over, the Resulting Issuer’s Shares carrying more than 10% of all voting rights attached to the outstanding the Resulting Issuer’s common shares except the following:

Name	Number of Resulting Issuer Shares as at the date of this Prospectus	Percentage After Giving Effect to the Transaction⁽¹⁾
Ray Gibson	10,245,642 ⁽²⁾	20.7% ⁽³⁾
Andrew Evans	5,887,480 ⁽⁴⁾	11.9% ⁽⁵⁾

Notes:

⁽¹⁾ Based on 49,521,858 Resulting Issuer Shares outstanding upon completion of the Transaction.

⁽²⁾ Ray Gibson owns 10,245,642 Resulting Issuer Shares which are held by 15th July Holding B.V., a company which is owned by Mr. Gibson.

⁽³⁾ Upon Closing the Resulting Issuer is expected to have a fully diluted share capital of 61,096,210 Resulting Issuer Shares, see “– Fully Diluted Share Capital”. Mr. Gibson is expected to be granted 1,000,000 stock options of the Resulting Issuer. Accordingly, taking into account the potential exercise of the 1,000,000 stock options, Mr. Gibson would hold 22.3% of the Resulting Issuer Shares on a partially diluted basis and 18.4% of the Resulting Issuer Shares on fully diluted basis.

⁽⁴⁾ Andrew Evans owns 5,887,480 Resulting Issuer Shares which are held by Evans Holding B.V., a company which is owned by Mr. Evans.

⁽⁵⁾ Upon Closing the Resulting Issuer is expected to have a fully diluted share capital of 61,096,210 Resulting Issuer Shares, see “– Fully Diluted Share Capital”. Mr. Evans is expected to be granted 1,000,000 stock options of the Resulting Issuer. Accordingly, taking into account the potential exercise of the 1,000,000 stock options, Mr. Evans would hold 13.6% of the Resulting Issuer Shares on a partially diluted basis and 11.3% of the Resulting Issuer Shares on fully diluted basis.

Directors, Officers and Promoters

The following table sets out the name, municipality and province of residence, position to be held with the Resulting Issuer, current principal occupation, and the number and percentage of the Resulting Issuer's Shares which will be beneficially owned, directly or indirectly, or over which control or direction is proposed to be exercised, by each of the Resulting Issuer's proposed directors and officers following completion of the Transaction. Each director's term expires on the earlier of the Resulting Issuer's next annual general meeting, or his resignation.

Name and Municipality of Residence	Position to be held with the Resulting Issuer	Principal Occupation for the Past Five Years	Number of Resulting Issuer Shares after Completion of the Transaction	Percentage of class after Completion of the Transaction ⁽¹⁾
Ray Gibson ⁽⁵⁾ Haarlem, Netherlands	Chief Executive Officer and Director	CEO of StartMonday Holdings B.V. since June 2015; Self-employed entrepreneur from April 2010 to May 2015	10,245,642 ⁽²⁾	20.7%
Mike Thome Toronto, Ontario	Chief Financial Officer and Secretary	Principal of The CFO Centre since November 2013; V.P. Finance of Deluxe Entertainment Services Group from August 2003 until November 2012	Nil ⁽³⁾	0%
Andrew Evans Amstelveen, Netherlands	Chief Product Officer and Director	Manager of Evans Holdings B.V. since June 2015; Principal of TAXA Info Design from April 2014 until June 2015; Senior Information Architect at 5AM Solutions from December 2009 until April 2014	5,887,480 ⁽⁴⁾	11.9%
Morgan Tincher ⁽⁵⁾ Vancouver, British Columbia	Director	CEO, President and director of Petro Basin Energy Corp since May 2013; CEO and President of Oculus Ventures Corporation from March 2012 to June 2014; Management Consultant and President of Smorgasbord Holdings Ltd. since December 2004; Director of Blue Mounds Resources Inc. since November 2004	252,500	0.5%
Sean Bromley ⁽⁵⁾ Vancouver, British Columbia	Director	Partner of Graham Theodor & Co since June 2016; Self-employed consultant from May 2015 until June 2016; Investment Advisor Jordan Capital Markets Inc. from January 2014 until May 2015 (previously served as Trainee from October 2013)	150,000	0.3%

Notes:

⁽¹⁾ Based on 49,521,858 Resulting Issuer Shares outstanding upon completion of the Transaction.

⁽²⁾ In addition Mr. Gibson will hold 1,000,000 stock options of the Resulting Issuer exercisable at \$0.10 per Resulting Issuer Share for a period of five years from Closing.

- (3) In addition Mr. Thome will hold stock options of the Resulting Issuer exercisable at \$0.10 per Resulting Issuer Share for a period of five years from Closing.
- (4) In addition Mr Evans will hold 1,000,000 stock options of the Resulting Issuer exercisable at \$0.10 per Resulting Issuer Share for a period of five years from Closing.
- (5) Member of the audit committee.

The directors and officers of the Resulting Issuer as a group beneficially own, directly or indirectly, or exercise control or direction over an aggregate of 16,535,622 Resulting Issuer Shares, representing approximately 33.4% of the issued and outstanding Resulting Issuer Shares (on an undiluted basis). Each director's term of office will expire at the next annual meeting of the shareholders unless re-elected at such meeting.

The Resulting Issuer's audit committee is comprised of Ray Gibson, Morgan Tincher and Sean Bromley. Morgan Tincher and Sean Bromley are independent members. All members are considered financially literate. There are no other committees of the Board at this time. It is not anticipated that the Resulting Issuer will have any other committees upon the completion of the Transaction. All compensation and corporate governance matters will be overseen by the Board of Directors of the Resulting Issuer.

The directors and officers will devote their time and expertise as required by the Resulting Issuer, however, it is not anticipated that any director will devote 100% of their time to the activities of the Resulting Issuer. Except for Ray Gibson (who will be the CEO and a director) and Andrew Evans (who will be the CPO and a director) of the Resulting Issuer, none of the other directors will be employees of the Resulting Issuer.

The Resulting Issuer is expected to enter into a management or employment agreements with Ray Gibson for his services as CEO, Michael Thome for services as CFO and Secretary and Andrew Evans for his services as CPO. The Resulting Issuer will pay Ray Gibson \$8,971 per month, Michael Thome \$1,700 per day and Andrew Evans \$8,971 per month for these services. As part of this management agreement, Messrs. Gibson, Thome and Evans will agree to confidentiality and non-disclosure provisions. See “– Executive Compensation”. Other than these agreements, none of the directors or officers is expected to enter into a non-competition or non-disclosure agreement with the Resulting Issuer at this time. See also “– Directors and Management” below for additional biographic information about the proposed directors and officers.

Directors and Management

Ray Gibson, (Age: 40) Chief Executive Officer and Director

Ray Gibson has been working in HR and Recruitment for 15 years. Managing teams both as a recruitment agent and as an employer, he managed 450 people as HR leader for Interoute in Europe. He has seen every type of recruitment process in a wide range of industries and locations. This experience helped shape the original concept of StartMonday and continues to inspire new features. Ray obtained a Higher National Diploma from the University of Humberside specializing in Business and Personnel Management.

Mr. Gibson works full-time under an employment contract and has entered into a non-competition and non-disclosure agreement with StartMonday.

In his capacity as CEO, Ray will provide direction and skills with respect to the development of the Resulting Issuer to achieve the Resulting Issuer's various development and commercial as well as building a highly functioning team and company culture.

Michael Thome, (Age: 62) Chief Financial Officer

Currently Mr. Thome is a principal with The CFO Centre, acting as the CFO for organizations on a part time basis. He has acted as CFO for a number of clients, in various industries, including distribution, manufacturing, mining, advertising and retail. Mike has assisted with the start-up of several new ventures and has also been the CFO of PhosCan Chemical Corp., a public company which traded on the Toronto Stock Exchange. Prior work experiences include VP Finance at Deluxe Entertainment Services and VP Finance at Canada Brick.

Mr. Thome obtained a Bachelor of Science degree and an MBA degree from the University of Toronto and holds the CPA (CA) designation.

Mr. Thome works under a consulting contract with The CFO Centre and has entered into a non-competition and non-disclosure agreement with StartMonday.

In his capacity as CFO, Mr. Thome will provide direction and skills with respect to the development of the Resulting Issuer to achieve the Resulting Issuer's various milestones. Further, he will be responsible for the financial operations of the Resulting Issuer, including reporting, budgeting and strategic planning. Mike expects to devote approximately 20% of his time to the business of the Resulting Issuer.

Andrew Evans. (Age:51) Director

Andrew Evans built the first job-board on the web, Careerbuilder.com. He has dealt with many of the challenges facing us in changing behaviour, integrating with existing databases, designing engaging customer journeys and building development teams. As a technical co-founder in Careerbuilder, he helped take jobs from newspaper to the web as an emerging technology in 1995. Mr. Evans was also on the founding team of JobFox, the first semantic matching engine for jobs. His masters degree work was in big data analytics and machine learning for the biotech field.

Mr. Evans obtained a Bachelor of Science degree in Electronic Music from American University in 1989 and a Master of Science in Biotechnology from Johns Hopkins University in 2012.

Mr. Evans works full-time under an employment contract and has entered into a non-competition and non-disclosure agreement with StartMonday

In his capacity as Chief Product Officer, Andrew leads product idea creation, validation and technical development.

Morgan Tincher. (Age:43) Director

Mr. Tincher has 20 years of corporate finance and development experience in the natural resources, technology and entertainment industries. Mr. Tincher has been the Chief Executive Officer, President and a Director of Petro Basin Energy Corp. since May 2013 and Secretary since January 2012. Mr. Tincher served as Chief Executive Officer and President of Oculus Ventures Corporation through its merger with Slyce Inc. Mr. Tincher served as Vice President of Finance of Probe Resources Ltd. (now Rooster Energy Ltd.) from March 2008 to November 2011 where he was responsible for management of capital structure alternatives and analysis, corporate business planning, financial analysis and investor relations activities as well as compliance and regulatory matters. Mr. Tincher also served as a Director of Inform Resources Corp. from September 2013 to October 2015 and currently serves on the board of two privately held companies.

Mr. Tincher will devote approximately 10% of his time to the business of the Resulting Issuer.

Sean Bromley, (Age: 26) Director

Mr. Bromley is currently working with a boutique merchant banking firm. Mr. Bromley was formerly an investment advisor at Jordan Capital Markets Inc. (now Mackie Research Capital Corporation) and is a current director of Inform Resources Corp., G4G Capital Corp., and Loopshare Ltd.

Mr Bromley received a Bachelor of Commerce degree from the University of Calgary in 2013.

Mr. Bromley will devote approximately 10% of his time to the business of the Resulting Issuer.

See “– Other Reporting Issuer Experience” for professional experience with respect to listed companies for the past five years.

Other Reporting Issuer Experience

The following table sets out the proposed directors, officers and promoters of the Resulting Issuer that are, or have been within the last five years, directors, officers or promoters of other reporting issuers:

Name	Name and Jurisdiction of Other Reporting Issuers	Name of Exchange or Market	Position	From	To
Michael Thome	Petrus Resources Inc. (formerly PhosCan Chemical Corp.)	TSX	CFO	November 2014	January 2016
Morgan Tincher	Petro Basin Energy Corp.	TSXV (NEX)	President, CEO Director	May 2013	Present
	Inform Resources Corp.	TSXV	Director	September 2013	October 2015
	Oculus Ventures Corp.	TSXV	President, CEO and Director	March 2012	June 2014
	Probe Resources Corp.	TSXV	V.P. Finance and Secretary	November 2007	April 2011
Sean Bromley	Inform Resources Corp.	TSXV	Director	August 2015	Present
	G4G Capital Corp.	TSXV	Director	November 2015	Present
	Loopshare Ltd. (formerly Kenna Resources Corp.)	TSXV	Director	June 2016	Present

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed herein, to the best of the Resulting Issuer's knowledge, no existing or proposed director, officer of the Resulting Issuer, nor any shareholder holding sufficient securities of the Resulting Issuer to affect materially the control of the Resulting Issuer is, or within the ten years prior to the date hereof has been, a director or CEO or CFO of any corporation (including the Resulting Issuer) that, while that person was acting in the capacity of director or CEO or CFO of that corporation, was the subject of a cease trade order or similar order or an order that denied the corporation access to any exemption under securities legislation for a period of more than 30 consecutive days.

Penalties or Sanctions

To the best of the Resulting Issuer's knowledge, no existing or proposed director or officer of the Resulting Issuer, nor any shareholder holding sufficient securities of the Resulting Issuer to materially affect control of the Resulting Issuer has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority or been subject to any other penalties or sanctions imposed by a court

or regulatory body that would likely be considered important to a reasonable investor making an investment decision.

Personal Bankruptcies

To the best of the Resulting Issuer's knowledge, no existing or proposed director or officer of the Resulting Issuer, nor any shareholder holding sufficient securities of the Resulting Issuer to affect materially the control of the Resulting Issuer, nor any personal holding company of any such person has, within the ten years before the date of this Prospectus become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

Conflicts of Interest

The directors of the Resulting Issuer are required by law to act honestly and in good faith with a view to the best interests of the Resulting Issuer and to disclose any interests, which they may have in any project or opportunity of the Resulting Issuer. If a conflict of interest arises at a meeting of the Board of Directors, any director in a conflict will disclose his interest and abstain from voting on such matter.

To the best of the Resulting Issuer's knowledge, and other than as disclosed herein, there are no known existing or potential conflicts of interest among the Resulting Issuer, its promoters, directors and officers or other members of management of the Resulting Issuer or of any proposed promoter, director, officer or other member of management as a result of their outside business interests except that certain of the directors and officers serve as directors and officers of other companies, and therefore it is possible that a conflict may arise between their duties to the Resulting Issuer and their duties as a director or officer of such other companies.

Executive Compensation

The summary compensation table sets out particulars of compensation paid for the fiscal period ended June 30, 2016 to the individuals who were Chief Executive Officer, Chief Financial Officer and Chief Product Officer (the "**Named Executive Officers**") during those periods. StartMonday does not have any other executive officers whose total salary and other compensation during such period exceeded \$150,000.

Compensation Discussion and Analysis

The Resulting Issuer does not have a compensation committee or a formal compensation policy and relies solely on the Board of Directors to determine the compensation of the Named Executive Officers. In determining compensation, the Board of Directors considers industry standards and financial situation but does not currently have any formal objectives or criteria. The performance of each Named Executive Officer is informally monitored by the Board of Directors, having in mind the business strengths of the individual and the purpose of originally appointing the individual as an officer. The Resulting Issuer is expected to rely solely on the Board to determine the compensation of the executive officers. In determining compensation, the Board will consider industry standards and the Resulting Issuer's financial situation without any formal objectives or criteria.

Option-based Awards

Please see "*Options to Purchase Securities*". In considering new grants to executive officers, the Board of Directors considers the number of options, if any, previously granted to each executive officer.

Summary Compensation Table

Please see "Part III – Information Concerning TargetCo – Executive Compensation Table" for particulars of compensation paid to the Named Executive Officers for the fiscal periods ended December 31, 2015 and June 30, 2016 of TargetCo. StartMonday did not pay any compensation to the named executive officers for the fiscal period from incorporation to June 30, 2016.

The following table sets out the anticipated compensation to the Resulting Issuer’s CEO, CFO and CPO for the 12-month period after giving effect to the Transaction.

Name and Principal Position	Year (or part)	Salary (\$) ⁽¹⁾	Share-based awards (\$)	Option-based awards ⁽¹⁾ (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$) ⁽¹⁾
					Annual incentive plans	Long-term incentive			
Ray Gibson CEO	2016	\$107,655	Nil	\$150,000	Nil	Nil	Nil	Nil	\$257,655
Michael Thome CFO	2016	\$65,000	Nil	Nil	Nil	Nil	Nil	Nil	\$65,000
Andrew Evans CPO	2016	\$107,655	Nil	\$150,000	Nil	Nil	Nil	Nil	\$257,655

Notes:

⁽¹⁾ Currency conversion based on an exchange rate of \$1.4354 equals €1.

⁽¹⁾ Ray Gibson will receive 1,000,000 stock options and Andrew Evans will receive 1,000,000 stock options at an exercise price of \$0.10, whereas the price of the Concurrent Financing is \$0.25; therefore, the in-the-money value of the options is \$150,000.

Incentive Plan Awards

TargetCo does not have any option-based awards, granted to the Named Executive Officers outstanding as at June 30, 2016. No outstanding incentive plans for TargetCo at June 30, 2016. StartMonday does not have any share-based awards.

Please see “Part III – Information Concerning the Resulting Issuer – Options to Purchase Securities” for options to be held by the officers of the Resulting Issuer.

Incentive plan awards - value vested or earned during the year

TargetCo does not have any option-based awards which vested in the Named Executive Officers for the fiscal period ended June 30, 2016. StartMonday does not have any share-based awards or non-equity incentive plan compensation.

Pension Plan Benefits

The Resulting Issuer does not have any pension or retirement plan or any deferred compensation plan. It is not anticipated that the Resulting Issuer will have any pension or retirement plan or deferred compensation plan in the 12 months following completion of the Transaction.

Termination and Change of Control Benefits

The Resulting Issuer does not have any contract, agreement, plan or arrangement that provides for payments to the Named Executive Officers at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Resulting Issuer or a change in a Named Executive Officer’s responsibilities. It is not anticipated that the Resulting Issuer will enter into any such agreement with its CEO, CPO or CFO in the 12 months following completion of the Transaction.

Director Compensation

There was no compensation provided to the directors, who are not Named Executive Officers, for the financial period ended June 30, 2016. It is anticipated that the Resulting Issuer will not pay directors for attending meetings in their capacity as directors.

Share-based awards, option-based awards and non-equity incentive plan compensation

TargetCo does not have any option-based awards granted to directors, other than directors who are also Named Executive Officers, outstanding as at June 30, 2016. StartMonday does not have any share-based awards or non-equity incentive plan compensation.

Please see “Options to Purchase Securities” for options anticipated to be held by directors of the Resulting Issuer. It is not anticipated that the Resulting Issuer will have any share-based awards or non-equity incentive plan compensation in the 12 months following completion of the Transaction.

Incentive plan awards - value vested or earned during the year

TargetCo does not have any option-based awards which vested in each director, who is not a Named Executive Officer, for the fiscal period ended June 30, 2016. StartMonday does not have any share-based awards or non-equity incentive plan compensation.

Indebtedness of Directors and Executive Officers

As at the date of this Prospectus none of the directors and executive officers of StartMonday, proposed directors and officers for the Resulting Issuer, or associates of such persons is indebted to StartMonday, TargetCo or another entity where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by StartMonday or TargetCo.

Audit Committee and Corporate Governance

The Audit Committee’s Charter

The text of the audit committee’s charter is attached hereto as Appendix “F”. It is anticipated that the Resulting Issuer will adopt this charter.

Composition of the Audit Committee

The members of the audit committee of the Resulting Issuer will consist of Ray Gibson, Morgan Tincher and Sean Bromley.

Relevant Education and Experience

All members of the audit committee of the Resulting Issuer have been involved or had experience with audit committees.

Each audit committee member has had extensive experience reviewing financial statements. Each member has an understanding of the Resulting Issuer’s business and has an appreciation for the relevant accounting principles for that business.

Audit Committee Oversight

At no time since the beginning of the fiscal year completed was a recommendation of the audit committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

At no time since the beginning of the fiscal period ended June 30, 2016 has StartMonday or TargetCo relied on the exemption provided in section 2.4 of NI 52-110 (De Minimis Non-Audit Services) or an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemptions*). It is not anticipated that the Resulting Issuer will rely on any of the above exemptions.

Pre-Approval Policies and Procedures

The audit committees of StartMonday or TargetCo have not adopted specific policies and procedures for the engagement of non-audit services but all such services will be subject to the prior approval of the audit committee. It is not anticipated that the Resulting Issuer will adopt specific policies and procedures.

External Auditor Service Fees

The aggregate fees billed by the external auditors of StartMonday, TargetCo and the Resulting Issuer for the fiscal periods ended December 31, 2015 and June 30, 2016 for the following fees are:

StartMonday

Fiscal Period Ended	Audit Fees	Audit-Related Fees	Tax Fees	All Other Fees
June 30, 2016	\$7,500	\$5,000	Nil	Nil

TargetCo

Fiscal Year Ended	Audit Fees	Audit-Related Fees	Tax Fees	All Other Fees
December 31, 2015	\$15,000	Nil	Nil	Nil
Fiscal Period Ended	Audit Fees	Audit-Related Fees	Tax Fees	All Other Fees
June 30, 2016	\$0	\$2,500	Nil	Nil

Corporate Governance Practices

Corporate governance relates to the activities of the Board of Directors, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Resulting Issuer. The Board is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision making. The Board is of the view that the Resulting Issuer's general approach to corporate governance, summarized below, is appropriate and substantially consistent with objectives reflected in the guidelines for improved corporate governance in Canada adopted by the Canadian Securities Administrators (the "**National Guidelines**").

Board of Directors

The Board is currently composed of four directors.

The National Guidelines suggest that the board of directors of every listed company should be constituted with a majority of individuals who qualify as "unrelated" directors. An "unrelated" director is a director who is independent of management and is free from any interest and any business or other relationship which could or could reasonably be perceived to materially interfere with the director's ability to act with a view to the best interests of the Resulting Issuer, other than interests and relationships arising from shareholding. In addition,

where a company has a significant shareholder, the National Guidelines suggest that the board of directors should include a number of directors who do not have interests in either the company or the significant shareholder.

Morgan Tincher and Sean Bromley are considered by the Board to be “unrelated” within the meaning of the Guidelines. In assessing the Guidelines and making the foregoing determinations, the circumstances of each director have been examined in relation to a number of factors.

Other Directorships

The following table sets out the proposed directors of the Resulting Issuer who are presently directors of other issuers that are reporting issuers in any Canadian jurisdiction.

Name	Name and Jurisdiction of Other Reporting Issuers	Name of Exchange or Market	Position	From	To
Morgan Tincher	Petro Basin Energy Corp. (Ontario)	TSXV (NEX)	President, CEO and Director	May 2013	Present
Sean Bromley	Inform Resources Corp. (BC)	TSXV	Director	August 2015	Present
	G4G Capital Corp. (BC)	TSXV	Director	November 2015	Present
	Loopshare Ltd. (BC)	TSXV	Director	June 2015	Present

Orientation and Continuing Education

The Board has not adopted formal steps to orient new board members. The Board’s continuing education is typically derived from correspondence with the legal counsel of StartMonday to remain up to date with developments in relevant corporate and securities law matters. It is not anticipated that the board of the Resulting Issuer will adopt formal steps in the 12 months following completion of the Transaction.

Ethical Business Conduct

The Board has not adopted formal guidelines to encourage and promote a culture of ethical business conduct but does promote ethical business conduct by nominating board members it considers ethical, by avoiding or minimizing conflicts of interest and by having a sufficient number of its board members independent of corporate matters. It is not anticipated that the board of the Resulting Issuer will adopt formal guidelines in the 12 months following completion of the Transaction.

PART IV – RISK FACTORS

The following are certain factors relating to the Transaction and business of the Resulting Issuer, which factors investors should carefully consider when making an investment decision concerning the shares of the Resulting Issuer. These risks and uncertainties are not the only ones facing the Resulting Issuer. Additional risks and uncertainties not presently known to StartMonday, TargetCo or the Resulting Issuer which are currently deemed immaterial, may also impair the operations of the Resulting Issuer. If any such risks actually occur, shareholders could lose all or part of their investment and the financial condition, liquidity and results of operations of the Resulting Issuer could be materially adversely affected and the ability of the Resulting Issuer to implement its growth plans could be adversely affected.

An investment in the Resulting Issuer is speculative. An investment in the Resulting Issuer will be subject to certain material risks and investors should not invest in securities of the Resulting Issuer unless they can afford to lose their entire investment. The following is a description of certain risks and uncertainties that may affect the business of the Resulting Issuer.

General

A purchase of any of the securities of the Resulting Issuer involves a high degree of risk and should be undertaken only by purchasers whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. An investment in the securities of the Resulting Issuer should not constitute a major portion of an individual's investment portfolio and should only be made by persons who can afford a total loss of their investment. Prospective purchasers should evaluate carefully the following risk factors associated with an investment in the Resulting Issuer's securities prior to purchasing any of the securities.

Risks Related to the Resulting Issuer

Limited Operating History

Neither StartMonday nor TargetCo has history of earnings. The Resulting Issuer has no present prospect of generating revenue from the sale of products. The Resulting Issuer is therefore subject to many of the risks common to early-stage enterprises, including under-capitalization, cash shortages, limitations with respect to personnel, financial, and other resources and lack of revenues. There is no assurance that the Resulting Issuer will be successful in achieving a return on shareholders' investment and the likelihood of success must be considered in light of the early stage of operations.

Negative Cash Flow for the Foreseeable Future

Neither StartMonday nor TargetCo has a history of earnings or cashflow from operations. The Resulting Issuer does not expect to generate material revenue or achieve self-sustaining operations for several years, if at all. To the extent that the Resulting Issuer has negative cash flow in future periods, the Resulting Issuer may need to allocate a portion of its cash reserves to fund such negative cash flow.

Reliance on Management

The success of the Resulting Issuer is dependent upon the ability, expertise, judgment, discretion and good faith of its senior management. While employment agreements are customarily used as a primary method of retaining the services of key employees, these agreements cannot assure the continued services of such employees. Any loss of the services of such individuals could have a material adverse effect on the Resulting Issuer's business, operating results or financial condition.

Additional financing needs

The Resulting Issuer will require equity and/or debt financing to support on-going operations, to undertake capital expenditures or to undertake acquisitions or other business combination transactions. There can be no assurance that additional financing will be available to the Resulting Issuer when needed or on terms which are acceptable. The Resulting Issuer's inability to raise financing to fund capital expenditures or acquisitions could limit its growth and may have a material adverse effect upon future profitability.

If additional funds are raised through further issuances of equity or convertible debt securities, existing shareholders could suffer significant dilution, and any new equity securities issued could have rights, preferences and privileges superior to those of holders of Resulting Issuer Shares. Any debt financing secured in the future could involve restrictive covenants relating to capital raising activities and other financial and operational matters, which may make it more difficult for the Resulting Issuer to obtain additional capital and to pursue business opportunities, including potential acquisitions.

Because of the early stage of the industry in which the Resulting Issuer will operate, the Resulting Issuer expects to face additional competition from new entrants. To become and remain competitive, the Resulting Issuer will require research and development, marketing, sales and client support. The Resulting Issuer may not have sufficient resources to maintain research and development, marketing, sales and client support efforts on a competitive basis which could materially and adversely affect the business, financial condition and results of operations of the Resulting Issuer.

Difficulty to Forecast

The Resulting Issuer must rely largely on its own market research to forecast sales as detailed forecasts are not generally obtainable from other sources at this early stage of the industry. A failure in the demand for its products to materialize as a result of competition, technological change or other factors could have a material adverse effect on the business, results of operations and financial condition of the Resulting Issuer.

Conflicts of Interest

Certain of the directors and officers of the Resulting Issuer are, or may become directors and officers of other companies, and conflicts of interest may arise between their duties as officers and directors of the Resulting Issuer and as officers and directors of such other companies.

Litigation

The Resulting Issuer may become party to litigation from time to time in the ordinary course of business which could adversely affect its business. Should any litigation in which the Resulting Issuer becomes involved be determined against the Resulting Issuer such a decision could adversely affect the Resulting Issuer's ability to continue operating and the market price for the Resulting Issuer's common shares. Even if the Resulting Issuer is involved in litigation and wins, litigation can redirect significant company resources.

Commercial success of the Resulting Issuer will depend in part on not infringing upon the patents and proprietary rights of other parties and enforcing its own patents and proprietary rights against others. The research and development programs will be in highly competitive fields in which numerous third parties have issued patents and pending patent applications with claims closely related to the subject matter of the Resulting Issuer's programs. The Resulting Issuer is not currently aware of any litigation or other proceedings or claims by third parties that its technologies or methods infringe on their intellectual property.

While it is the practice of TargetCo to undertake pre-filing searches and analyses of developing technologies, they cannot guarantee that they have identified ever patent or patent application that maybe relevant to the research, development, or commercialization of its products. Moreover, they cannot assure that third parties will not assert valid, erroneous, or frivolous patent infringement claims.

Uninsurable Risks

The business of the Resulting Issuer may not be insurable or the insurance may not be purchased due to high cost. Should such liabilities arise, they could reduce or eliminate any future profitability and result in increasing costs and a decline in the value of the Resulting Issuer.

The market price of the Resulting Issuer's Common Shares may be subject to wide price fluctuations

The market price of the Resulting Issuer's common shares may be subject to wide fluctuations in response to many factors, including variations in the operating results of the Resulting Issuer and its subsidiaries, divergence in financial results from analysts' expectations, changes in earnings estimates by stock market analysts, changes in the business prospects for the Resulting Issuer and its subsidiaries, general economic conditions, legislative changes, and other events and factors outside of the Resulting Issuer's control. In addition, stock markets have from time to time experienced extreme price and volume fluctuations, which, as well as general economic and political conditions, could adversely affect the market price for the Resulting Issuer's common shares.

Dividends

The Resulting Issuer has no earnings or dividend record, and does not anticipate paying any dividends on the common shares in the foreseeable future. Dividends paid by the Resulting Issuer would be subject to tax and, potentially, withholdings.

Limited Market for Securities

It is proposed that the Resulting Issuer's common shares will be listed on the CSE, however, there can be no assurance that such listing will be obtained and even if obtained, that an active and liquid market for the common shares will develop or be maintained and an investor may find it difficult to resell any securities of the Resulting Issuer.

Variable Revenues / Earnings

The revenues and earnings of the Resulting Issuer may fluctuate from quarter to quarter, which could affect the market price of the Resulting Issuer's Common Shares. Revenues and earnings may vary quarter to quarter as a result of a number of factors, including the timing of releases of new products or services, the timing of substantial sales orders or deliveries, activities of the Resulting Issuer's competitors, cyclical fluctuations related to the evolution of technologies, concentration in the Resulting Issuer's customer base, and possible delays or shortages in component supplies.

Permits and Licenses

The operations of Resulting Issuer may require licenses and permits from various governmental authorities. There can be no assurance that such licenses and permits will be granted.

Technology

The Resulting Issuer operates in a highly competitive environment where its products and services are subject to rapid technological change and evolving industry standards. The Resulting Issuer's future success depends on its ability to design and produce new products and services, deliver enhancements to its existing products and services, accurately predict and anticipate evolving technology and respond to technological advances in its industry and its customers' increasingly sophisticated needs. The Resulting Issuer's products embody complex technology that may not meet those standards, changes and preferences. If the Resulting Issuer is unable to respond to technological changes, fails or delays to develop products in a timely and cost-effective manner, its products and services may become obsolete, and the Resulting Issuer may be unable to recover its research and development expenses which could negatively impact sales, profitability and the continued viability of the business.

Market Demand for the Product and Services

The Resulting Issuer's success is dependent on its ability to market its products and services. There is no guarantee the Resulting Issuer's products and services will remain competitive. There is no guarantee the Resulting Issuer will be able to respond to market demands. If the Resulting Issuer is unable to effectively develop and expand the market for its products and services, its growth may be adversely affected.

Intellectual Property Rights

The Resulting Issuer could be adversely affected if it does not adequately protect its intellectual property rights. "StartMonday" is a registered trademark in the US. The Resulting Issuer regards its marks, rights, and trade secrets and other intellectual property rights as critical to its success. To protect its investments and the Resulting Issuer's rights in these various intellectual properties, it may rely on a combination of patents, trademark and copyright law, trade secret protection and confidentiality agreements and other contractual arrangements with its employees, clients, strategic partners, acquisition targets and others to protect proprietary rights. There can be no assurance that the steps taken by the Resulting Issuer to protect proprietary rights will be adequate or that third parties will not infringe or misappropriate the Resulting Issuer's copyrights, trademarks and similar proprietary rights, or that the Resulting Issuer will be able to detect unauthorized use and take appropriate steps to enforce rights. In addition, although the Resulting Issuer believes that its proprietary rights do not infringe on the intellectual property rights of others, there can be no assurance that other parties will not assert infringement claims against the Resulting Issuer. Such claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources.

The Resulting Issuer will rely on trade secrets to protect technology where it does not believe patent protection is appropriate or obtainable. Trade secrets are difficult to protect. While commercially reasonable efforts to protect trade secrets will be used, strategic partners, employees, consultants, contractors or scientific and other advisors may unintentionally or willfully disclose information to competitors.

If the Resulting Issuer is not able to defend patents or trade secrets, then it will not be able to exclude competitors from developing or marketing competing products, and the Resulting Issuer may not generate enough revenue from product sales to justify the cost of development of products and to achieve or maintain profitability.

Low Barriers to Entry and Competition

There is high potential that the Resulting Issuer will face intense competition from other companies, some of which can be expected to have longer operating histories and more financial resources and manufacturing and marketing experience than the Resulting Issuer. Increased competition by larger and better financed competitors could materially and adversely affect the business, financial condition and results of operations of the Resulting Issuer.

There may be larger, better financed companies which may become competition for the Resulting Issuer.

Risks Associated with Privacy and Data

The Resulting Issuer has a comprehensive Privacy Policy and full set of use terms on its website which all users accept when logging in as a candidate or an employer. Data is stored on secure Amazon servers in Dublin with the same level of encryption as market-leading platforms such as Facebook.

The Reporting Issuer could be adversely affected if it does not monitor policy and legislative changes in its active markets to ensure its Privacy Policy remains relevant and complies to such regulations.

Risks Associated with Brand Development

TargetCo believes that continuing to strengthen its brand is critical to achieving widespread acceptance of the Resulting Issuer, particularly in light of the competitive nature of the Resulting Issuer's market. Promoting and positioning its brand will depend largely on the success of the Resulting Issuer's marketing efforts and the ability of the Resulting Issuer to provide high quality services. In order to promote its brand, the Resulting Issuer will need to increase its marketing budget and otherwise increase its financial commitment to creating and maintaining brand loyalty among users. There can be no assurance that brand promotion activities will yield increased revenues or that any such revenues would offset the expenses incurred by the Resulting Issuer in building its brand. If the Resulting Issuer fails to promote and maintain its brand or incurs substantial expenses in an attempt to promote and maintain its brand or if the Resulting Issuer's existing or future strategic relationships fail to promote the Resulting Issuer's brand or increase brand awareness, the Resulting Issuer's business, results of operations and financial condition would be materially adversely affected.

Rapid Technological Change

The business of the Resulting Issuer is subject to rapid technological changes. Failure to keep up with such changes may adversely affect the business of the Resulting Issuer. The Resulting Issuer is subject to the risks of companies operating in the medical and healthcare business.

The market in which StartMonday competes is characterized by rapidly changing technology, evolving industry standards, frequent new service and product announcements, introductions and enhancements and changing customer demands. As a result, an investment in the stocks of the Resulting Issuer is highly speculative and is only suitable for investors who recognize the high risks involved and can afford a total loss of investment.

Risks Associated with Acquisitions

If appropriate opportunities present themselves, the Resulting Issuer intends to acquire businesses, technologies, services or products that the Resulting Issuer believes are strategic. The Resulting Issuer currently has no understandings, commitments or agreements with respect to any other material acquisition and no other material acquisition is currently being pursued. There can be no assurance that the Resulting Issuer will be able to identify, negotiate or finance future acquisitions successfully, or to integrate such acquisitions with its current business. The process of integrating an acquired business, technology, service or product into the Resulting Issuer may result in unforeseen operating difficulties and expenditures and may absorb significant management attention that would otherwise be available for ongoing development of the Resulting Issuer's business. Future acquisitions could result in potentially dilutive issuances of equity securities, the incurrence of debt, contingent liabilities and/or amortization expenses related to goodwill and other intangible assets, which could materially adversely affect the Resulting Issuer's business, results of operations and financial condition. Any such future acquisitions of other businesses, technologies, services or products might require the Resulting Issuer to obtain additional equity or debt financing, which might not be available on terms favourable to the Resulting Issuer, or at all, and such financing, if available, might be dilutive.

Risks Associated with International Operations

A component of the Resulting Issuer's strategy is to expand internationally. Expansion into the international markets will require management attention and resources. The Resulting Issuer has limited experience in localizing its service, and the Resulting Issuer believes that many of its competitors are also undertaking expansion into foreign markets. There can be no assurance that the Resulting Issuer will be successful in expanding into international markets. In addition to the uncertainty regarding the Resulting Issuer's ability to generate revenues from foreign operations and expand its international presence, there are certain risks inherent in doing business on an international basis, including, among others, regulatory requirements, legal uncertainty regarding liability, tariffs, and other trade barriers, difficulties in staffing and managing foreign operations, longer payment cycles, different accounting practices, problems in collecting accounts receivable, political instability, seasonal reductions in business activity and potentially adverse tax consequences, any of which could adversely affect the success of the Resulting Issuer's international operations. To the extent the Resulting Issuer expands its international operations and has

additional portions of its international revenues denominated in foreign currencies, the Resulting Issuer could become subject to increased risks relating to foreign currency exchange rate fluctuations. There can be no assurance that one or more of the factors discussed above will not have a material adverse effect on the Resulting Issuer's future international operations and, consequently, on the Resulting Issuer's business, results of operations and financial condition.

Protection and Enforcement of Intellectual Property Rights

The Resulting Issuer regards the protection of its copyrights, service marks, trademarks, trade dress and trade secrets as critical to its future success and relies on a combination of copyright, trademark, service mark and trade secret laws and contractual restrictions to establish and protect its proprietary rights in products and services. The Resulting Issuer has entered into confidentiality and invention assignment agreements with its employees and contractors, and nondisclosure agreements with parties with which it conducts business in order to limit access to and disclosure of its proprietary information. There can be no assurance that these contractual arrangements or the other steps taken by the Resulting Issuer to protect its intellectual property will prove sufficient to prevent misappropriation of the Resulting Issuer's technology or to deter independent third-party development of similar technologies.

To date, TargetCo has not been notified that its technologies infringe the proprietary rights of third parties, but there can be no assurance that third parties will not claim infringement by the Resulting Issuer with respect to past, current or future technologies. The Resulting Issuer expects that participants in its markets will be increasingly subject to infringement claims as the number of services and competitors in the Resulting Issuer's industry segment grows. Any such claim, whether meritorious or not, could be time-consuming, result in costly litigation, cause service upgrade delays or require the Resulting Issuer to enter into royalty or licensing agreements. Such royalty or licensing agreements might not be available on terms acceptable to the Resulting Issuer or at all. As a result, any such claim could have a material adverse effect upon the Resulting Issuer's business, results of operations and financial condition.

Economic Environment

The Resulting Issuer's operations could be affected by the economic context should the unemployment level, interest rates or inflation reach levels that influence consumer trends and consequently, impact the Resulting Issuer's future sales and profitability.

Global Economy Risk

The ongoing economic slowdown and downturn of global capital markets has generally made the raising of capital by equity or debt financing more difficult. Access to financing has been negatively impacted by the ongoing global economic risks. As such, the Resulting Issuer is subject to liquidity risks in meeting our development and future operating cost requirements in instances where cash positions are unable to be maintained or appropriate financing is unavailable. These factors may impact the Resulting Issuer's ability to raise equity or obtain loans and other credit facilities in the future and on terms favourable to the Resulting Issuer. If uncertain market conditions persist, the Resulting Issuer ability to raise capital could be jeopardized, which could have an adverse impact on the Resulting Issuer's operations and the trading price of the Resulting Issuer's Shares on the stock exchange.

Going-Concern Risk

The financial statements have been prepared on a going concern basis under which an entity is considered to be able to realize its assets and satisfy its liabilities in the ordinary course of business. The Resulting Issuer's future operations are dependent upon the identification and successful completion of equity or debt financing and the achievement of profitable operations at an indeterminate time in the future. There can be no assurances that the Resulting Issuer will be successful in completing an equity or debt financing or in achieving profitability.

The financial statements do not give effect to any adjustments relating to the carrying values and classification of assets and liabilities that would be necessary should the Resulting Issuer be unable to continue as a going concern.

Financial Risk Exposures

The Resulting Issuer may have financial risk exposure to varying degrees relating to the currency of each of the countries where it operates and has financial risk exposure towards digital currencies. The level of the financial risk exposure related to a currency and exchange rate fluctuations will depend on the Resulting Issuer's ability to hedge such risk or use another protection mechanism.

Attracting and keeping senior management and key scientific personnel

The success of the Resulting Issuer depends on the continued ability to attract, retain, and motivate highly qualified management, clinical, and scientific personnel and to develop and maintain important relationships with leading academic institutions, companies, and thought leaders.

Accounting Estimates

StartMonday commenced preparing its financial statements in Canadian dollars in accordance with International Financial Reporting Standards (“**IFRS**”). Management makes various estimates and assumptions in determining the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and revenues and expenses for each year presented. The significant estimates include testing for impairment of goodwill and provision for warranty. Changes in estimates and assumptions will occur based on the passage of time and the occurrence of certain events.

Internal Controls

Internal controls over financial reporting are designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with IFRS. However, the system of internal controls over financial reporting is not guaranteed to provide absolute assurance with regard to the reliability of financial reporting and financial statements.

PART V – OTHER MATTERS

Promoters

Ray Gibson, the founder of TargetCo and the Chief Executive Officer and director of the Resulting Issuer has been the promoter of TargetCo since its incorporation. Mr. Gibson beneficially owns, or has control over, directly or indirectly, 10,245,642 Resulting Issuer Shares being 20.7% of the issued and outstanding Resulting Issuer Shares on a non-diluted basis.

Sean Bromley, the founder of StartMonday has been the promoter of StartMonday since its incorporation. Mr. Bromley beneficially owns, or has control over, directly or indirectly, 150,000 Resulting Issuer Shares being 0.3% of the issued and outstanding Resulting Issuer Shares on a non-diluted basis.

Other than as disclosed in this section and under “Executive Compensation” or elsewhere in this Prospectus, no person who was a promoter of StartMonday or TargetCo within the last two years:

1. received anything of value directly or indirectly from StartMonday or a subsidiary;
2. sold or otherwise transferred any asset to StartMonday or a subsidiary within the last 2 years;
3. has been a director, officer or promoter of any company that during the past 10 years was the subject of a cease trade order or similar order or an order that denied the company access to any exemptions under securities legislation for a period of more than 30 consecutive days or became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver or receiver manager or trustee appointed to hold its assets;
4. has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority;
5. has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor making an investment decision; or
6. has within the past 10 years become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver or receiver manager or trustee appointed to hold its assets.

Legal Proceedings and Regulatory Actions

StartMonday is not a party to any legal proceedings and is not aware of any such proceedings known to be contemplated. Management of StartMonday is not aware that StartMonday is a party to any legal proceedings or that any such proceedings are known to be contemplated.

TargetCo is not a party to any legal proceedings and is not aware of any such proceedings known to be contemplated. Management of TargetCo is not aware that TargetCo is a party to any legal proceedings or that any such proceedings are known to be contemplated.

No penalties or sanctions have been imposed against StartMonday by a court relating to provincial and territorial securities legislation or by a securities regulatory body within the three years immediately preceding the date of this Prospectus. Management of StartMonday is not aware of any such penalties or sanctions imposed against StartMonday.

No penalties or sanctions have been imposed against TargetCo by a court relating to provincial, state and territorial securities legislation or by a securities regulatory body within the three years immediately preceding the

date of this Prospectus. Management of TargetCo is not aware of any such penalties or sanctions imposed against TargetCo.

StartMonday has not entered into any settlement agreements before a court relating to provincial and territorial securities legislation or with a securities regulatory authority within the three years immediately preceding the date of this Prospectus. Management of StartMonday is not aware of any such settlement agreements entered into by the StartMonday.

TargetCo has not entered into any settlement agreements before a court relating to provincial, state and territorial securities legislation or with a securities regulatory authority within the three years immediately preceding the date of this Prospectus. Management of TargetCo is not aware of any such settlement agreements entered into by TargetCo.

Interest of Management and Others in Material Transactions

Other than as set forth in this Prospectus, the management of StartMonday is not aware of any material interest, direct or indirect, of any director, executive officer, any Person or Company beneficially owning, controlling or directing, directly or indirectly, more than ten (10%) percent of StartMonday's outstanding voting securities, or any Associate or Affiliate of the foregoing Persons, in any transaction in which StartMonday has participated within the three years before the date of this Prospectus, that has materially affected or is reasonably expected to materially affect StartMonday.

Auditor

The auditor of StartMonday, TargetCo and the Resulting Issuer is Davidson & Company LLP, 1200-609 Granville Street, Vancouver, British Columbia V7Y 1G6. Davidson & Company LLP are independent auditors in accordance with the applicable professional standards.

Registrar and Transfer Agent

The transfer agent and registrar for the StartMonday Shares is CST Trust Company, Vancouver, British Columbia, and CST will continue as transfer agent and registrar of the Resulting Issuer upon completion of the Acquisition.

Material Contracts

Except for contracts made in the ordinary course of business and those mentioned above, the following are the only material contracts entered into by StartMonday or TargetCo within two years prior to the date hereof which are currently in effect and considered to be currently material:

1. The Acquisition Agreement (See "Part I – The Transaction").

The above contract may be inspected without charge at the registered office of the Resulting Issuer at Suite 1500 - 1055 W. Georgia St., Vancouver BC, V6E 4N7 Canada during ordinary business hours until the closing date of the Transaction and for a period of 30 days thereafter.

Board Approval

The Boards of Directors of StartMonday and TargetCo have approved the contents of this Prospectus.

PART VI – EXPERTS

The following are persons or companies whose profession or business gives authority to a statement made in this Prospectus as having prepared or certified a part of that document or report described in the Prospectus:

Davidson & Company LLP.

Interest of Experts

No person whose profession or business gives authority to a statement made by such person and who is named in this Prospectus has received or will receive a direct or indirect interest in the Resulting Issuer's property or any associate or affiliate of the Resulting Issuer. As at the date hereof, none of the aforementioned persons beneficially owns, directly or indirectly, securities of the Resulting Issuer or its associates and affiliates. In addition, none of the aforementioned persons nor any director, officer or employee of any of the aforementioned persons, is or is expected to be elected, appointed or employed as, a director, senior officer or employee of the Resulting Issuer or of an associate or affiliate of the Resulting Issuer, or as a promoter of the Resulting Issuer or an associate or affiliate of the Resulting Issuer.

PART VII – OTHER MATERIAL FACTS

To management's knowledge, there are no other material facts relating to the Transaction that are not otherwise disclosed in this Prospectus or are necessary for the Prospectus to contain full, true and plain disclosure of all material facts relating to the Transaction.

Financial Statement Disclosure

The following financial statements are included herein:

- APPENDIX "A" StartMonday Audited Financial Statements for the period from incorporation until June 30, 2016
- APPENDIX "A1" StartMonday Management Discussion and Analysis for the period ended June 30, 2016
- APPENDIX "B" TargetCo Audited Financial Statements for the fiscal years ended December 31, 2015 and 2014 and Unaudited Interim Financial Statements for the six month period ended June 30, 2016
- APPENDIX "B1" TargetCo Management Discussion and Analysis for the fiscal year ended December 31, 2015 and Management Discussion and Analysis for the six month period ended June 30, 2016
- APPENDIX "C" Resulting Issuer Pro Forma Financial Statements as at June 30, 2016

Other Appendices

- APPENDIX "D" Acquisition Agreement
- APPENDIX "E" Stock Option Plan

APPENDIX "A"

StartMonday Audited Financial Statements for the period ended June 30, 2016

Financial statements of

CENTENNIAL ACQUISITIONS CORP.

For the period from inception on April 12, 2016 to June 30, 2016

Expressed in Canadian Dollars

INDEPENDENT AUDITORS' REPORT

To the Director of Centennial Acquisitions Corp.

We have audited the accompanying financial statements of Centennial Acquisitions Corp., which comprise the statement of financial position as at June 30, 2016 and the statements of comprehensive loss, changes in shareholders' equity, and cash flows for the period from inception on April 12, 2016 to June 30, 2016 and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these financial statements present fairly, in all material respects, the financial position of Centennial Acquisitions Corp. as at June 30, 2016 and its financial performance and its cash flows for the period from inception on April 12, 2016 to June 30, 2016 in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 1 in the financial statements which describes conditions and matters that indicate the existence of a material uncertainty that may cast significant doubt about Centennial Acquisitions Corp.'s ability to continue as a going concern.

Vancouver, Canada

Chartered Professional Accountants

DATE

CENTENNIAL ACQUISITIONS CORP.

Statement of Financial Position

As at June 30, 2016
(In Canadian Dollars)

	June 30
Assets	
Current assets:	
Cash	\$ 60,665
Interest receivable (note 4)	31
Note receivable (note 4)	100,000
Prepaid expenses (note 5)	15,000
	<u>175,696</u>
	<u>\$ 175,696</u>
Liabilities and Shareholders' Equity	
Current liabilities:	
Trade payable and accrued liabilities (note 6)	\$ 30,310
	<u>30,310</u>
Shareholders' equity:	
Share capital (Note 7(b))	246,550
Subscriptions receivable	(1,000)
Deficit	(100,164)
	<u>145,386</u>
	<u>\$ 175,696</u>

Nature of Operations and Going Concern (Note 1)
Subsequent Events (note 13)

Approved on behalf of the Board:

"Sean Bromley"

Sean Bromley

The accompanying notes are an integral part of these financial statements.

CENTENNIAL ACQUISITIONS CORP.

Statement of Loss and Comprehensive Loss

For the period from inception on April 12, 2016 to June 30, 2016
(In Canadian Dollars)

	From inception on April 12, 2016 to June 30, 2016
Expenses:	
Consulting fees	\$ 2,100
Travel expense	19,849
Office and miscellaneous	285
Professional fees	53,210
Transaction costs (note 7(b))	24,749
Interest income	(31)
Loss and comprehensive loss for the period	\$ (100,164)
Basic and diluted loss per share (Note 8)	\$ (0.03)

The accompanying notes are an integral part of these financial statements.

CENTENNIAL ACQUISITIONS CORP.

Statement of Changes in Shareholders' Equity

For the period from inception on April 12, 2016 to June 30, 2016
(In Canadian Dollars)

	Shares	Share capital	Subscriptions receivable	Deficit	Total
Balance, April 12, 2016	-	\$ -	\$ -	\$ -	\$ -
Issuance of common shares (Note 7(b))	13,287,459	265,750	(1,000)	-	246,750
Share issue costs	-	(19,200)	-	-	(19,200)
Loss for the period	-	-	-	(100,164)	(100,164)
Balance, June 30, 2016	13,287,459	\$ 246,550	\$ (1,000)	\$ (100,164)	\$ 145,386

The accompanying notes are an integral part of these financial statements.

CENTENNIAL ACQUISITIONS CORP.

Statement of Cash Flows

For the period from inception on April 12, 2016 to June 30, 2016
(In Canadian Dollars)

	From inception on April 12, 2016 to June 30, 2016
Cash provided by (used in):	
Operations:	
Loss for the period	\$ (100,164)
Items not affecting cash:	
Transaction costs	24,749
Changes in non-cash working capital:	
Interest receivable	(31)
Prepaid expenses	(15,000)
Trade payable and accrued liabilities	30,310
Cash flows used in operating activities	(60,135)
Investing:	
Note receivable	(100,000)
Cash flows used in investing activities	(100,000)
Financing:	
Proceeds from issuance of shares, net of share issue costs	220,800
Cash flows from financing activities	220,800
Increase in cash during the period	60,665
Cash, beginning of period	-
Cash, end of period	\$ 60,665

The following cash payments have been made for the period:

	From inception on April 12, 2016 to June 30, 2016
Taxes	\$ -
Interest	\$ -

Non-cash transactions:

During the period from inception on April 12, 2016 to June 30, 2016, the Company issued 1,287,458 common shares with a value of \$25,749, of which \$24,749 was recorded as transaction costs.

The accompanying notes are an integral part of these financial statements.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(all amounts are expressed in Canadian dollars except where otherwise noted)

1. Nature of Operations and Going Concern

Centennial Acquisitions Corp. (the "Company") was incorporated as a private company by Certificate of Incorporation issued pursuant to the provisions of the British Columbia Business Corporations Act on April 12, 2016. The Company's head office and registered and records office address is 1100 – 888 Dunsmuir Street, Vancouver, BC, Canada, V6E 3K4. The financial statements were approved on behalf of the Board of Directors on July XX, 2016.

During the period ending June 30, 2016, the Company entered into a letter of intent with StartMonday Holdings B.V., acquired via the plan of arrangement disclosed below ("StartMonday"). Upon completion of the transaction the Company will be engaged in candidate selection solutions for employers in the retail and hospitality sectors. This will develop into a broad-based jobs platform with job advertising fees (note 13).

On April 25, 2016, the Company entered into an Arrangement Agreement with PetroBasin Energy Corp., ("Petro"), pursuant to which Petro transferred the Letter of Intent between Petro and StartMonday dated March 31, 2016, and \$1,000, not yet received, in cash in exchange for 1,287,458 common shares of the Company (Note 7(b)).

The Company's financial statements as at June 30, 2016 and for the period from inception on April 12, 2016 to June 30, 2016 have been prepared on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the normal course of business. The Company has an accumulated deficit of \$100,164 for the period from the date of inception on April 12, 2016 to June 30, 2016 and has working capital of \$145,386 at June 30, 2016.

The Company had cash of \$60,665 at June 30, 2016, but management cannot provide assurance that the Company will ultimately achieve profitable operations or become cash flow positive, or raise additional debt and/or equity capital. If the Company is unable to raise additional capital, management expects that the Company may need to curtail operations, liquidate assets, seek additional capital on less favorable terms and/or pursue other remedial measures. Management is aware, in making its assessment, of material uncertainties related to events or conditions that may cast significant doubt upon the Company's ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The financial statements of the Company are presented in Canadian dollars, which is the functional currency of the Company.

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") with the assumption that the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than through a process of forced liquidation. The financial statements do not include adjustments to amounts and classifications of assets and liabilities that might be necessary should the Company be unable to continue operations.

2. Basis of Preparation and Statement of Compliance

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

These financial statements have been prepared using accounting policies consistent with IFRS as issued by the International Accounting Standards Board ("IASB"). They have also been prepared in accordance with interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC"). The financial statements have been prepared on a historical cost basis, except for financial instruments classified as financial instruments at fair value through profit and loss, which are stated at their fair value. In addition, the financial statements have been prepared using the accrual basis of accounting.

Significant accounting judgments, estimates and assumptions

The preparation of these financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these estimates. These financial statements include estimates which, by their nature, are uncertain. The impacts of such estimates are pervasive throughout the financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and future periods if the revision affects both current and future periods. These estimates are based on historical experience, current and future economic conditions and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

The preparation of these financial statements requires management to make judgments regarding the going concern of the Company, as discussed in Note 1.

3. Significant Accounting Policies

Share capital

Common shares are classified as shareholders' equity. Incremental costs directly attributable to the issue of common shares are recognized as a deduction from shareholders' equity. Common shares issued for consideration other than cash, are valued based on their market value at the date the shares are issued.

The Company has adopted a residual value method with respect to the measurement of shares and warrants issued as private placement units. The residual value method first allocates value to the more easily measurable component based on fair value and then the residual value, if any, to the less easily measurable component. The Company considers the fair value of common shares issued in the private placements to be the more easily measurable component and the common shares are valued at their fair value, as determined by the closing market price on the announcement date. The balance, if any, is allocated to the attached warrants. Any fair value attributed to the warrants is recorded as reserves.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

3. Significant Accounting Policies (*continued*)

Income taxes

Deferred tax is provided on all temporary differences at the statement of financial position date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that taxable profits will be available against which those deductible temporary differences can be utilized. Such deferred tax assets and liabilities are not recognized if the temporary difference arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilized.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realized or the liability is settled, based on the tax rates that have been enacted or substantively enacted at the reporting date.

Loss per share

The Company presents basic loss per share for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is anti-dilutive. During the period from inception on April 12, 2016 to June 30, 2016, the Company did not have any instruments that were dilutive.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

3. Significant Accounting Policies (*continued*)

Financial instruments

Financial assets

The Company classifies its financial assets into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in profit or loss.

Loans and receivables - These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments - These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized in profit or loss.

Available-for-sale - Non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in equity. Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized in profit or loss.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets, which are described above.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

3. Significant Accounting Policies (*continued*)

Financial liabilities

The Company classifies its financial liabilities into one of two categories, as follows:

Fair value through profit or loss - This category comprises derivatives, or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in the statement of operations.

Other financial liabilities: This category consists of liabilities carried at amortized cost, using the effective interest rate method.

Future Accounting Pronouncements

The following accounting pronouncements have been made, but are not yet effective for the Company as at June 30, 2016. The Company is currently evaluating the impact of these new and amended standards on its financial statements.

In October 2010, the IASB issued IFRS 9, Financial Instruments ("IFRS 9"), which represents the completion of the first part of a three-part project to replace IAS 39, Financial Instruments: Recognition and Measurement, with a new standard. Per the new standard, an entity choosing to measure a liability at fair value will present the portion of the change in its fair value due to changes in the entity's own credit risk in the other comprehensive income or loss section of the entity's statement of comprehensive loss, rather than within profit or loss. Additionally, IFRS 9 includes revised guidance related to derecognition of financial instruments. IFRS 9 applies to financial statements for annual periods beginning on or after January 1, 2018, with early adoption permitted.

4. Prepaid Expenses

The Company's prepaid expenses are principally comprised of amounts for administrative activities.

	June 30, 2016
Audit fee retainer	\$ 15,000
Total	\$ 15,000

5. Note Receivable

The Company has entered into a promissory note agreement on May 5, 2016 to advance up to \$300,000, in monthly installments of \$50,000 per month with a term of 12 months to StartMonday Holdings B.V. (see note 1). The promissory note bears interest at 0.5% per annum and is security by a general security agreement from the Borrower. As at June 30, 2016, the Company has advanced \$100,000 and accrued \$31 of interest related to this promissory note. The promissory note is due May 5, 2017.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

6. Trade Payable and Accrued Liabilities

The Company's trade payable and accrued liabilities are principally comprised of amounts for administrative activities.

	June 30, 2016
Trade payable	\$ 2,100
Accrued liabilities	28,210
Total	\$ 30,310

7. Share Capital

(a) Authorized Share Capital:

The Company has authorized an unlimited number of common shares and preferred shares without nominal or par value.

As at June 30, 2016, the Company has 13,287,459 common shares outstanding.

(b) Common shares issued:

During the period from the date of inception on April 12, 2016 to June 30, 2016, the Company issued common shares as follows:

- On April 12, 2016, the Company issued 1 common share for \$1 value.
- On June 10, 2016, the Company issued 12,000,000 units at a price of \$0.02 per unit for total proceeds of \$240,000. Each unit comprises one common share and one half of a common share purchase warrant exercisable at a price of \$0.05 per common share until June 10, 2017. The Company incurred a finder's fee paid in cash of \$19,200 as a result of the share issuance.
- On June 30, 2016, the Company issued 1,287,458 common shares pursuant a plan of arrangement with Petro Basin Energy Corp. (note 1) at a value of \$0.02 per common share with a total value of \$25,749, of which \$1,000 remains receivable as at June 30, 2016 and \$24,749 has been allocated to transaction costs.

(c) Warrants

A summary of the changes in share purchase warrants is as follows:

	Number of warrants	Weighted average Exercise price	Expiry
Balance, April 12, 2016	-	\$ -	
Issued	6,000,000	0.05	June 10, 2017
Balance, June 30, 2016	6,000,000	\$ 0.05	

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

8. Loss per Share

The calculation of basic and diluted loss per share for the period is as follows:

	From inception on April 12, 2016 to June 30, 2016
Net loss for the period	\$ (100,164)
Weighted average number of shares - basic and diluted	3,037,975
Loss per share, basic and diluted	\$ (0.03)

9. Income Taxes

Income tax expense varies from the amount that would be computed by applying the expected basic federal and provincial income tax rates for Canada at June 30, 2016 at 26.00% to income before income taxes.

A reconciliation of the difference is as follows:

	From inception on April 12, 2016 to June 30, 2016
Loss before income taxes	\$ (100,164)
Expected income tax recovery	(26,000)
Share issue costs	(5,000)
Non-deductible expenses	6,000
Change in deductible temporary differences	25,000
Income tax recovery	\$ -

The significant components of the Company's temporary differences, unused tax credits and unused tax losses that have not been included on the statement of financial position as at June 30, 2016, are as follows:

	Amount	Expiry Date Range
Non-capital losses	\$ 79,000	2036
Share issue costs	\$ 15,000	2017 to 2020

Tax attributes are subject to review and potential adjustments by tax authorities.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

10. Financial Instruments and Risk Management

The Board of Directors has overall responsibility for the establishment and oversight of the Company's risk management framework.

As at June 30, 2016, the Company's risk exposure and the impact on the Company's financial instruments are summarized below:

(a) Credit risk

Credit risk arises from the possibility that a counterparty to which the Company provides goods or services is unable or unwilling to fulfill their obligations. The Company's credit risk is primarily attributable to its liquid financial assets, including cash, interest receivable and note receivable. Cash is held in a large Canadian financial institution and therefore management assess credit risk on its cash as remote. Credit risk attributable to interest receivable and note receivable is equivalent to their carrying value.

(b) Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company's approach to managing liquidity is through regular monitoring of cash requirements. When necessary, the Company obtains financing from various investors to ensure all future obligations are fulfilled. The Company does not have any contractual obligations other than the trade payable and accrued liabilities reported on the statement of financial position. The Company has sufficient cash as at June 30, 2016 to settle its current liabilities as they come due.

(c) Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk is comprised of three types of market price changes: foreign currency exchange rates, interest rates and price risk.

i. Foreign currency exchange risk

The Company is not exposed to foreign currency exchange rate fluctuations as the Company conducts business in Canada.

ii. Interest rate risk

Interest rate risk is the risk of change in the borrowing rates of the Company. The Company does not have any exposure to changes in interest rates as its note receivable bears interest at a fixed rate and is therefore not exposed to this risk.

iii. Price risk

Price risk relates to fluctuations in equity prices. The Company is not exposed to price risk as its common shares are not publicly traded at this time.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

10. Financial Instruments and Risk Management *(continued)*

(d) Categories of financial instruments

	June 30, 2016
Financial assets at fair value	
Cash	\$ 60,665
Total financial assets at fair value	\$ 60,665

The Company has classified its cash as fair value through profit or loss using level 1 inputs.

Interest receivable and note receivable are classified as loans and receivables. The Company's trade payable and accrued liabilities are classified as other financial liabilities. The fair values of these financial instruments approximate their carrying value due to their short term to maturity.

IFRS 7 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value as follows:

- Level 1 – quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 – inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3 – inputs for the asset or liability that are not based on observable market data (unobservable inputs).

11. Capital Management

The Company manages its capital in a manner consistent with the risk characteristics of the assets it holds.

All financing, including equity and debt, are analyzed by management and approved by the Board of Directors.

The Company's objectives when managing capital are:

- (a) to safeguard the Company's ability to continue as a going concern and provide returns for shareholders; and,
- (b) to facilitate the development of its core business.

The Company considers shareholders' equity as the capital of the Company.

	As at June 30, 2016
Shareholders' equity	\$ 145,386

The Company does not have any externally imposed restrictions on its capital. There were no changes to management approach to capital management any time during the period.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Financial Statements

For the period from inception on April 12, 2016 to June 30, 2016
(Expressed in Canadian dollars)

12. Related party transactions

Key Management

Key management personnel include those persons having authority and responsibility for planning, directing and controlling the activities of the Company as a whole. The Company has determined that key management personnel consist of executive and non-executive members of the Company's Board of Directors and corporate officers. No amounts were accrued or paid to key management for the period ended June 30, 2016.

Other related parties

There were no other related party transactions accrued or paid for the period ended June 30, 2016.

13. Subsequent Events

- a) On July 8, 2016, the Company entered into a Share Purchase Agreement, to acquire all of the issued and outstanding shares of StartMonday in exchange for an aggregate of 30,000,000 common shares of the Company. Upon closing and prior to the completion of a financing as described below, the shareholders of StartMonday would hold in aggregate, approximately 69.3% of the then outstanding shares (the "Transaction"). As a result of the Transaction, the shareholders of StartMonday will acquire control of Centennial. The Transaction is considered a purchase of Centennial's net assets by the shareholders of StartMonday and will be accounted for as a reverse acquisition.

In connection with the transaction, the Company will complete an concurrent equity financing by way of private placement consisting of not less than 6,000,000 units at a price of \$0.25 for total gross proceeds of not less than \$1,500,000. Each whole warrant entitles the holder thereof to purchase one additional Resulting Issuer Share at an exercise price of \$0.40 for a period of 12 months from the date of issuance.

- b) Subsequent to June 30, 2016, the Company is in the process of filing a preliminary prospectus in connection with the Transaction.
- c) On July 13, 2016, the Company advanced an additional \$110,000 as per the terms of the promissory note agreement (note 5).
- d) Subsequent to June 30, 2016, the Company completed the concurrent equity financing in connection with the Share Purchase Agreement noted above, by issuing 6,234,400 units of the Company at a price of \$0.25 per unit for gross proceeds of \$1,558,600. Each unit consisted of one common share and one half of one common share purchase warrant. Each whole warrant entitles the holder to purchase one common share at an exercise price of \$0.40 until July 25, 2018.

In connection with the financing, the Company paid a cash commission of \$124,288, and issued 457,152 common share purchase warrants to eligible finders ("Finder Warrant"). Each Finder Warrant is exercisable at terms equivalent to those attached to the units.

APPENDIX "A1"

StartMonday Management Discussion and Analysis for the period June 30, 2016

CENTENNIAL ACQUISITIONS CORP

MANAGEMENT DISCUSSION AND ANALYSIS FOR PERIOD ENDING JUNE 30, 2016

(All amounts expressed in Canadian dollars, unless otherwise stated)

This Management Discussion and Analysis ("MD&A") provides a detailed analysis of the business of Centennial Acquisitions Corp. (the "Company") and discloses its financial results from inception on April 12, 2016 to the period ended June 30, 2016. The MD&A should be read in conjunction with the audited financial statements of the Company for June 30, 2016 and related notes, which have been prepared in accordance with International Financial Reporting Standards ("IFRS"). The Company's reporting currency is the Canadian dollar and all amounts in this MD&A are expressed in the Canadian dollar.

This MD&A contains certain statements that may constitute "forward-looking statements". Forward-looking statements include but are not limited to, statements regarding future anticipated business developments and the timing thereof, regulatory compliance, sufficiency of working capital, and business and financing plans. Although the Company believes that such statements are reasonable, it can give no assurance that such expectations will prove to be correct. Forward-looking statements are typically identified by words such as: believe, expect, anticipate, intend, estimate, postulate and similar expressions, or which by their nature refer to future events. The Company cautions investors that any forward-looking statements by the Company are not guarantees of future performance, and that actual results may differ materially from those in forward looking statements as a result of various factors, including, but not limited to, the Company's ability to continue its projected growth, to raise the necessary capital or to be fully able to implement its business strategies.

Additional information relating to the Company can be located on the SEDAR website at www.sedar.com. This MD&A is current as at August 17, 2016.

BACKGROUND

Centennial Acquisitions Corp. was incorporated as a wholly-owned subsidiary of a reporting issuer, Petro Basin Energy Corp. ("PBA.H") on April 12, 2016 under the laws of British Columbia, Canada. Its head office and registered office is located at 1100 – 888 Dunsmuir Street, Vancouver, V6C 3K4 British Columbia, Canada. The Company is in the business of consulting on capital markets deal structuring, venture capital and corporate advisory.

QUARTERLY HIGHLIGHTS

The Company received approximately \$240,000 in private placement funds.

The Company's Business

The Company is in the business of consulting on capital markets deal structuring, venture capital and corporate advisory. As of the date of this document, the Company has not commenced commercial operations.

LIQUIDITY AND CAPITAL RESOURCES

At June 30, 2016, the Company had a working capital surplus of \$145,386.

The financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") applicable to a going concern, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. During the period ended June 30, 2016 the Company incurred \$100,164 net loss. The continuation of the Company as a going concern is dependent on its ability to obtain or generate profitable business operations and secure external financing.

CENTENNIAL ACQUISITIONS CORP
MANAGEMENT DISCUSSION AND ANALYSIS FOR PERIOD ENDING JUNE 30, 2016

(All amounts expressed in Canadian dollars, unless otherwise stated)

The Company's expected cash resources are sufficient to meet its short-term needed. Management estimates that the current cash position and future cash flows from new equity financings, and/or related party loans will be sufficient for the Company to carry out its anticipated costs of operations through 2016. There may be circumstances where, for sound business reasons, a reallocation of funds may be necessary in order for the Company to achieve its business objectives.

RELATD PARTY TRANSACTIONS

The Company did not engage in any transactions with key management personnel or other related parties during the period ended June 30, 2016. There are no related party balances outstanding at June 30, 2016.

OUTSTANDING SHARE DATA

The following share capital data is current as of the date of this document:

	Balance
Shares issued and outstanding	19,521,858

During the period from the date of inception on April 12, 2016 to June 30, 2016, the Company issued common shares as follows:

On April 12, 2016, the Company issued 1 common share for \$1 value.

On June 10, 2016, the Company issued 12,000,000 units at a price of \$0.02 per unit for total proceeds of \$240,000. Each unit comprises one common share and one half of a common share purchase warrant exercisable at a price of \$0.05 per common share until June 10, 2017. The Company incurred a finder's fee paid in cash of \$19,200 as a result of the share issuance.

On June 30, 2016, the Company issued 1,287,458 common shares pursuant a plan of arrangement with Petro Basin Energy Corp. (note 1) at a value of \$0.02 per common share with a total value of \$25,749, of which \$1,000 remains receivable as at June 30, 2016 and \$24,749 has been allocated to transaction costs.

On July 25, 2016, the Company completed a unit financing comprising 6,234,400 units at a price of \$0.25 per unit comprising one common share and one half of a share purchase warrant with each whole warrant exercisable at \$0.40 per share expiring on July 25, 2018.

RESULTS OF OPERATION

Inception (April 12, 2016) to Ended June 30, 2016

For the period ending June 30, 2016, the Company incurred a \$100,164 net loss as the Company had not commenced operations yet. The net loss of \$100,164 consisted of \$2,100 in consulting fees, \$53,210 in professional fees, \$19,849 in travel expenses, \$285 in office and miscellaneous, and \$24,749 in

CENTENNIAL ACQUISITIONS CORP
MANAGEMENT DISCUSSION AND ANALYSIS FOR PERIOD ENDING JUNE 30, 2016

(All amounts expressed in Canadian dollars, unless otherwise stated)

transaction costs. The Company's operations are in their infancy and no comparative or trend discussion is relevant.

CENTENNIAL ACQUISITIONS CORP
MANAGEMENT DISCUSSION AND ANALYSIS FOR PERIOD ENDING JUNE 30, 2016

(All amounts expressed in Canadian dollars, unless otherwise stated)

SELECTED QUARTERLY INFORMATION FOR MOST RECENT COMPLETED QUARTERS

	April 12, 2016 (incorporation) to June 30, 2016
	2016
Net loss	\$(100,164)
Basic loss per share	\$(0.03)

FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

	Ref.	June 30, 2016
		\$
Other financial assets	a	160,696
Other financial liabilities	b	30,310

- a. Comprises cash held in a Canadian dollar account at a major Canadian financial institution, interest receivable, and note receivable.
- b. Comprises trade payables and accrued liabilities.

The fair values of the Company's cash, interest receivable, and note receivable approximate fair value. The Company's financial instruments are exposed to certain financial risks, which include the following:

Credit risk

Credit risk is the risk of loss due to the counterparty's inability to meet its obligations. The Company's exposure to credit risk is on its cash. Risk associated with cash is managed through the use of major banks which are high credit quality financial institutions as determined by rating agencies.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulties in meeting obligations when they become due. The Company aims to ensure that there is sufficient capital in order to meet short-term operating requirements, after taking into account the Company's holdings of cash. The Company's cash is held in corporate bank accounts available on demand. Liquidity risk has been assessed as being high (see note 1).

CENTENNIAL ACQUISITIONS CORP

MANAGEMENT DISCUSSION AND ANALYSIS FOR PERIOD ENDING JUNE 30, 2016

(All amounts expressed in Canadian dollars, unless otherwise stated)

Interest Rate Risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is not currently exposed to interest rate risk as its note receivable bears interest at a fixed rate.

Off-Balance Sheet Transactions

The Company has not entered into any significant off-balance sheet arrangements or commitments.

PROPOSED TRANSACTIONS

On March 31, 2016, the Company entered into a non-binding letter of intent with StartMonday Holdings B.V. ("Target Co."), a private company incorporated under the business laws of the Netherlands, whereby the Company will acquire 100% of the issued and outstanding common shares of Target Co. from all of its shareholders in exchange for Class A common shares of the Company.

In furtherance of the transaction the parties entered into a share exchange agreement dated July 8, 2016, (the "Transaction"). After the closing of the Transaction the parties anticipate the Company will list its Class A common shares on the Canadian Securities Exchange (the "Exchange").

Pursuant to the share exchange agreement the Company will upon closing of the Transaction issue: (1) 30,000,000 Class A common shares to the existing shareholders of Target Co. at a deemed price of \$0.25 per share, in exchange for outstanding Target Co. common shares held by the existing Target Co. shareholders.

Pursuant to the Transaction the Company has completed a concurrent financing: 6,234,400 Class A common shares at a price of \$0.25 with a half warrant exercisable at a price of \$0.40. A finder's fee was which comprised of a cash fee equivalent to 8.0% of the concurrent financing received and the issuance of common share purchase warrants equal to 8.0% of the number of shares issued in the financing was incurred. Each warrant is exercisable into a Class A common share at an exercise price of \$0.40 per share and for up to two years. The aggregate finder's fee was a cash payment of \$124,288, and 457,152 warrants issued.

RISKS AND UNCERTAINTIES

The Company is in the corporate consulting business and as such is exposed to a number of risks and uncertainties that are not uncommon to other companies in the same business.

Negative Operating Cash Flows

As the Company is at the early stage start up stage it may continue to have negative operating cash flows. Without the injection of further capital and the development of revenue streams from its business, the Company may continue to have negative operating cash flows until it can realize stable cash flow from operations.

Risks Related as a Going Concern

The ability of the Company to continue as a going concern is uncertain and dependent upon its ability to achieve profitable operations, obtain additional capital and receive continued support from its shareholders. The Company may have to raise capital to continue its business. The outcome of these matters cannot be predicted at this time.

CENTENNIAL ACQUISITIONS CORP

MANAGEMENT DISCUSSION AND ANALYSIS FOR PERIOD ENDING JUNE 30, 2016

(All amounts expressed in Canadian dollars, unless otherwise stated)

The financial statements of the Company have been prepared on a going concern basis under which an entity is considered to be able to realize its assets and satisfy its liabilities in the ordinary course of business. Our future operations are dependent upon the identification and successful completion of equity or debt financing and the achievement of profitable operations at an indeterminate time in the future. There can be no assurances that we will be successful in completing equity or debt financing or in achieving profitability. The financial statements do not give effect to any adjustments relating to the carrying values and classification of assets and liabilities that would be necessary should we be unable to continue as a going concern.

Reliance on Key Personnel and Advisors

The Company relies heavily on its officers. The loss of their services may have a material adverse effect on the business of the Company. There can be no assurance that one or all of the employees (if any) of, and contractors engaged by, the Company will continue in the employ of, or in a consulting capacity to, the Company or that they will not set up competing businesses or accept positions with competitors. There is no guarantee that certain employees (if any) of, and contractors to, the Company who have access to confidential information will not disclose the confidential information.

As of the date of this document, the Company has no employees.

Market Risk for Securities

We are a reporting issuer company whose common shares are not listed for trading on a stock exchange. There can be no assurance that an active trading market for our common shares will be established and sustained. Even if a trading market develops, there can be no assurance that such market will continue in the future. If a listing of the Company's common shares occurs, the market price for our common shares could be subject to wide fluctuations. Factors such as government regulation, interest rates, share price movements of peer companies and competitors, as well as overall market movements, may have a significant impact on the market price of our securities. The stock market has from time to time experienced extreme price and volume fluctuations, which have often been unrelated to the operating performance of particular companies. Consequently, you may lose your entire investment.

Uninsured or Uninsurable Risk

We may become subject to liability for risks against which we cannot insure or against which we may elect not to insure due to the high cost of insurance premiums or other factors. The payment of any such liabilities would reduce the funds available for our usual business activities. Payment of liabilities for which we do not carry insurance may have a material adverse effect on our financial position and operations.

Conflicts of Interest Risk

Certain of our directors and officers are also directors and operators in other companies. Situations may arise in connection with potential acquisitions or opportunities where the other interests of these directors and officers conflict with or diverge from our interests. In accordance with the BCBCA, directors who have a material interest in any person who is a party to a material contract or a proposed material contract are required, subject to certain exceptions, to disclose that interest and generally abstain from voting on any resolution to approve the contract. In addition, the directors and the officers are required to act honestly and in good faith with a view to our best interests. However, in conflict of interest situations, our directors and officers may owe the same duty to another company and will need to balance their competing interests with their duties to us.

CENTENNIAL ACQUISITIONS CORP

MANAGEMENT DISCUSSION AND ANALYSIS FOR PERIOD ENDING JUNE 30, 2016

(All amounts expressed in Canadian dollars, unless otherwise stated)

Circumstances (including with respect to future corporate opportunities) may arise that may be resolved in a manner that is unfavorable to us. Consequently, there exists the possibility for such directors to be in a position of conflict. Any decision made by such directors involving the Company will be made in accordance with their duties and obligations to deal fairly and in good faith with the Company and such other companies. In addition, such directors will declare, and refrain from voting on, any matter in which such directors may have a conflict of interest.

Key Personnel Risk

Our success will depend on our directors and officers to develop our business and manage our operations, and on our ability to attract any consultants as may be necessary to continue our business. The loss of any key person or the inability to find and retain new key persons could have a material adverse effect on our business. Competition for qualified officers, directors and other key personnel can be intense and no assurance can be provided that we will be able to attract or retain key personnel in the future, which may adversely impact our operations.

Global Economy Risk

The ongoing economic slowdown and downturn of global capital markets has generally made the raising of capital by equity or debt financing more difficult. We will be dependent upon the capital markets to raise additional financing in the future. Access to financing has been negatively impacted by the ongoing global economic downturn. As such, we are subject to liquidity risks in meeting our development and future operating cost requirements in instances where cash positions are unable to be maintained or appropriate financing is unavailable. These factors may impact our ability to raise equity or obtain loans and other credit facilities in the future and on terms favorable to us and our management. If uncertain market conditions persist, our ability to raise capital could be jeopardized, which could have an adverse impact on our operations and the price of our common shares.

Dividend Risk

We have not paid dividends in the past and do not anticipate paying dividends in the near future. We expect to retain our earnings to finance further growth and, when appropriate, retire debt.

Share Price Volatility Risk

It is anticipated that our common shares will be listed for trading on the Exchange. As such, external factors outside of our control such as announcements of quarterly variations in operating results, revenues and costs, and sentiments toward the Company's sector stocks may have a significant impact on the market price of our common shares. Global stock markets, including the Exchange, have from time to time experienced extreme price and volume fluctuations that have often been unrelated to the operations of particular companies. There can be no assurance that an active or liquid market will develop or be sustained for the common shares.

OTHER INFORMATION

Additional information on the Company is available on SEDAR at www.sedar.com.

APPENDIX "B"

**TargetCo Audited Financial Statements for the fiscal years ended December 31, 2015 and 2014
and for the six month interim period ended June 30, 2016**



StartMonday Holding B.V.

Consolidated Financial Statements

31 December 2015

(Expressed in Euros)

INDEPENDENT AUDITOR'S REPORT

To the Director of
StartMonday Holding B.V.

We have audited the accompanying consolidated financial statements of StartMonday Holding B.V., which comprise the consolidated statements of financial position as at December 31, 2015 and 2014 and the consolidated statements of loss and comprehensive loss, changes in shareholders' deficiency, and cash flows for the year ended December 31, 2015 and the period from inception on April 9, 2014 to December 31, 2014, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of StartMonday Holding B.V. as at December 31, 2015 and 2014 and its financial performance and its cash flows for the year ended December 31, 2015 and the period from inception on April 9, 2014 to December 31, 2014, in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 1 in the consolidated financial statements which describes conditions and matters that indicate the existence of a material uncertainty that may cast significant doubt about StartMonday Holding B.V.'s Limited's ability to continue as a going concern.

Vancouver, Canada

Chartered Professional Accountants

DATE

StartMonday Holding B.V.
Consolidated Statements of Financial Position
(Expressed in Euros)

	Notes	As at December 31, 2015 €	As at December 31, 2014 €
ASSETS			
Current assets			
Cash	6	-	39,705
Amounts receivable	7	<u>28,191</u>	<u>930</u>
		28,191	40,635
Intangible Assets			
Intellectual Property	8	<u>305,331</u>	34,941
Total assets		<u><u>333,522</u></u>	<u><u>75,576</u></u>
SHAREHOLDERS' DEFICIENCY AND LIABILITIES			
Current liabilities			
Bank indebtedness	6	25,519	-
Trade and other payables	9	183,409	147
Convertibles notes	10	186,000	-
Loans payable	11	<u>62,000</u>	<u>-</u>
		456,928	147
Non-current liabilities			
Convertibles notes	10	-	100,000
Interest payable on convertible notes	10	<u>-</u>	<u>771</u>
Total liabilities		<u>456,928</u>	<u>100,918</u>
Shareholders' Deficiency			
Share capital	12	100	1,000
Contributed surplus	12	342,869	191,969
Deficit		<u>(466,375)</u>	<u>(218,311)</u>
Total shareholders' deficiency		<u>(123,406)</u>	<u>(25,342)</u>
Total shareholders' deficiency and liabilities		<u><u>333,522</u></u>	<u><u>75,576</u></u>

Nature of business and going concern (Note 1)

Subsequent events (Note 16)

The accompanying notes are an integral part of these consolidated financial statements.

Approved by:

"Ray Gibson"
Ray Gibson (CEO)

"Michael Thome"
Michael Thome (CFO)

StartMonday Holding B.V.
Consolidated Statements of Loss and Comprehensive Loss
(Expressed in Euros)

	Notes	Year ended December 31, <u>2015</u> €	Period April 9, 2014 to December 31, <u>2014</u> €
Revenue		23,747	-
Expenses			
Salaries and consultancy fees	13	97,696	1,971
Advertising and marketing		28,722	15,768
Occupancy		20,913	14,596
Legal and professional		39,516	5,508
Amortization	8	37,266	-
Software services		10,012	731
Share-based compensation	12	-	177,039
Travel		11,391	1,364
Telephone		10,929	-
Finance costs		10,291	771
Other costs		5,076	563
Total operating expenses		<u>271,812</u>	<u>218,311</u>
Net loss and comprehensive loss		<u><u>(248,064)</u></u>	<u><u>(218,311)</u></u>
Loss per common share – basic and diluted		(24.81)	(90.17)
Weighted average number of common shares outstanding – basic and diluted		10,000	2,421

The accompanying notes are an integral part of these consolidated financial statements.

StartMonday Holding B.V.
Consolidated Statements of Cash Flows
(Expressed in Euros)

	Year ended December 31, 2015	Period April 9, 2014 to December 31, 2014
	<u>€</u>	<u>€</u>
Operating activities		
Loss	(248,064)	(218,311)
Items not affecting cash:		
Amortization	37,266	-
Share-based compensation	-	177,039
Changes in non-cash working capital items:		
Amounts receivable	(27,261)	(930)
Trade and other payables	104,555	918
Net cash flows used in operating activities	(133,504)	(41,284)
Investing activities		
Intellectual property costs	(229,720)	(34,941)
Net cash flows used in investing activities	(229,720)	(34,941)
Financing activities		
Proceeds from loans payable	62,000	-
Proceeds from convertible notes	236,000	100,000
Proceeds from issuance of shares	-	15,930
Net cash flows provided by financing activities	298,000	115,930
Change in cash	(65,224)	39,705
Cash, beginning of period	39,705	-
Cash (bank indebtedness), end of period	(25,519)	39,705

During the year ended December 31, 2015, the Company paid €nil for both income taxes and interest (2014 - €nil).

Supplemental disclosure with respect to cash flows:

As at December 31, 2015, €77,936 (2014 - €nil).of intellectual property costs were included in trade and other payables

During the year ended December 31, 2015, €150,000 in convertible notes were converted as disclosed in Note 12.

The accompanying notes are an integral part of these consolidated financial statements.

StartMonday Holding B.V.
Consolidated Statement of Changes in Shareholders' Deficiency
(Expressed in Euros)

	Number of Shares	Share Capital €	Contributed surplus €	Deficit €	Total €
Incorporation, April 9, 2014	-	-	-	-	-
Shares issued on incorporation	1,000	100	-	-	100
Issuance of shares	9,000	900	14,930	-	15,830
Share-based compensation	-	-	177,039	-	177,039
Net loss for the period	-	-	-	(218,311)	(218,311)
December 31, 2014	10,000	1,000	191,969	(218,311)	(25,342)
Adjustment for acquisition of StartMonday UK Ltd.	(10,000)	-	-	-	-
Shares issued for StartMonday UK Ltd.	10,000	(900)	900	-	-
Conversion of convertible loans – transfer of shares from existing shareholders	-	-	150,000	-	150,000
Net loss for the year	-	-	-	(248,064)	(248,064)
December 31, 2015	10,000	100	342,869	(466,375)	(123,406)

The accompanying notes are an integral part of these consolidated financial statements.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

1. NATURE OF BUSINESS AND GOING CONCERN

The consolidated financial statements of StartMonday Holding B.V. and its subsidiaries (henceforth "the Company" or "StartMonday") for the year ended December 31, 2015 were authorised for issue in accordance with a resolution of the director on July 22, 2016.

The Company is privately held. The registered office of the Company is Weteringschans 165, 1017 XD, Amsterdam, Netherlands.

The Company is principally engaged in candidate selection solutions for employers in the retail and hospitality sectors, who spend a significant amount of time and resources identifying potential candidates from a large pool of applicants. Subsequent to December 31, 2015, the Company entered into a Letter of Intent with Petro Basin Energy Corp., which was superseded by a Share Exchange Agreement on July 8, 2016. See Note 16 for details.

These financial statements have been prepared on the basis of accounting principles applicable to a going concern which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than through a process of forced liquidation. For the year ended December 31, 2015, the Company incurred a net loss of €248,064. The Company has funded ongoing operations primarily from proceeds on the issuance of convertible notes and other loans, advances from related parties, and the issuance of shares. The Company's continuing operations and its financial success is dependent upon the completion of the transaction as disclosed in Note 16, and the extent to which it can successfully raise the capital to implement its future plans and ultimately on generating sufficient revenue to attain profitable operations.

These factors indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

2. BASIS OF PREPARATION

The consolidated financial statements of the Company have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). These consolidated financial statements have been prepared on the historical cost basis, and, except for cash flow information, have been prepared using the accrual basis of accounting. All financial information is presented in Euros, except as otherwise indicated.

The functional currency of an entity is the currency of the primary economic environment in which the entity operates. The functional currency of the Company and its subsidiaries is the Euro, which is also the reporting currency of the Company. The functional currency determinations were conducted through an analysis of the consideration factors identified in IAS 21.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

2. BASIS OF PREPARATION (cont'd...)

Critical accounting estimates and judgments

The preparation of consolidated financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Critical accounting estimates

Critical accounting estimates are estimates and assumptions made by management that may result in a material adjustment to the carrying amount of assets and liabilities within the next fiscal year, and include, but are not limited to the following:

Amortization of intangible assets

The Company's intangible assets are amortized on a straight-line basis, taking into account the estimated useful lives of the assets. Changes to these estimates may affect the carrying value of these assets, and net loss.

Critical accounting judgments

Information about significant areas of judgment considered by management in preparing these consolidated financial statements are as follows:

Going concern

The preparation of these financial statements requires management to make judgments regarding the going concern of the Company, as discussed in Note 1.

Income taxes

Deferred tax assets are recognized in respect of tax losses and other temporary differences to the extent it is probable that taxable income will be available against which the losses can be utilized. Judgment is required to determine the amount of deferred tax assets that can be recognized based upon the likely timing and level of future taxable income together with future tax planning strategies.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

3. SIGNIFICANT ACCOUNTING POLICIES

Revenue recognition

The Company recognizes revenue in accordance with IFRS 15-Revenue from contracts with customers. The Company makes estimates with respect to multiple deliverables and the status of such deliverables through the licensing of its application and the recognition of revenue over the life of contracts.

Revenue is recognized at fair value of the consideration received or receivable less discounts, rebates and consumption taxes. The Company currently earns revenue from Software as a Service contracts to license its mobile and web application to employers.

The Company, through its subsidiaries, has entered into various software licensing agreements with companies primarily in the hospitality and service sectors who are seeking recruitment alternatives. The Company hosts the application software on third-party servers.

(i) License fee revenue

Under each license agreement, payments of upfront license fees to the Company are made for either (i) the exclusive right to use the Company's application and use of the Company's intellectual property for a defined period of time; or (ii) the purchase of a fixed number of units (i.e.: a batch of videos) to use on the Company's application. In either instance the Company is required to provide the necessary technical assistance during the license period.

When a single sales transaction requires the delivery of more than one product or service (multiple components), the revenue recognition criteria are applied to the separately identifiable components. A component is considered separately identifiable if the delivered item has value to the customer on a stand-alone basis and the fair value associated with the product or service can be measured reliably. The allocation of the revenue from a multiple component arrangement is based on the fair value of each element in relation to the fair value of the arrangement as a whole.

The Company's license fee revenue and ongoing customer support represent a single performance obligation. As a result, revenue is recognized evenly over the life of the contract for both (i) fixed term contracts, and (ii) fixed unit purchases as described above.

The Company recognizes any upfront license fee payments on a straight line basis over the life of the agreement.

Principles of Consolidation

These consolidated financial statements include the financial statements of the Company and its wholly-owned subsidiaries. The accounting policies of subsidiaries are aligned with the policies adopted by the Company. Subsidiaries are entities controlled by the Company, and are included in the consolidated financial statements from the date that control commences until the date that control ceases.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd...)

Principles of Consolidation (cont'd...)

On May 12, 2015, the Company entered into a Shareholder Agreement whereby it completed a Corporate Restructuring resulting in the acquisition of 100% of the common shares of StartMonday Innovations Limited (formerly StartMonday (UK) Ltd., herein referred to as “StartMonday Innovations Limited”) in exchange for common shares of StartMonday Holding B.V. on a 1:1 basis (the “Restructuring”). In connection with the Restructuring, the Company remained owned by the existing shareholders. Additionally, by way of a Deeds of Assignment, all convertible notes as well as intellectual property were transferred to the Company in connection with the Restructuring.

These consolidated financial statements have been prepared on a continuity of interest basis. StartMonday Innovations Limited, and StartMonday B.V., had the same principal shareholders as the Company. Prior to the Restructuring, these consolidated financial statements consisted of the accounts of StartMonday Innovations Limited. These financial statements as presented as follows:

For the period from incorporation on April 9, 2014 to December 31, 2014:

- StartMonday Innovations Limited incorporated on April 9, 2014 in the United Kingdom, based in the Netherlands, and has a functional currency of the Euro.

For the year ended December 31, 2015:

- StartMonday B.V., incorporated on April 13, 2015 in the Netherlands, and has a functional currency of the Euro.
- StartMonday Holding B.V., incorporated on April 13, 2015 in the Netherlands, and has a functional currency of the Euro.

All intra-group transactions, balances, income and expenses are eliminated in full in preparing these consolidated financial statements.

Intangible assets

Intangible assets represent internally-generated intangible assets and are carried at cost at the time of initial recognition. Expenditure on research activities is recognized as an expense in the period in which it is incurred.

An internally-generated intangible asset arising from development (or from the development phase of an internal project) is recognized if, and only if, all of the following have been demonstrated;

- (a) the technical feasibility of completing the intangible asset so that it will be available for use or sale;
- (b) the intention to complete the intangible asset and use or sell it;
- (c) the ability to use or sell the intangible asset;

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd...)

- (d) how the intangible asset will generate probable future economic benefits;
- (e) the availability of adequate technical, financial and other resources to complete the development and to use or sell the intangible asset; and
- (f) the ability to measure reliably the expenditure attributable to the intangible asset during its development.

The amount initially recognized for internally-generated intangible assets is the sum of the expenses incurred from the date when the intangible assets first meet the recognition criteria listed above. If no future economic benefit is expected before the end of the life of assets, the residual book value is expensed. Subsequent to initial recognition, internally-generated intangible assets are reported at cost less amortization. Where no internally-generated intangible asset can be recognized, development costs are recognized as an expense in the period in which it is incurred.

Amortization is recognized on a straight-line basis over their estimated useful lives as follows:

- Software – 3 years

Impairment of intangible assets

At the end of each reporting period, the Company reviews the carrying amounts of its intangible assets to determine whether there is any indication that those assets have suffered impairment losses. If any such indication exists, the recoverable amount of the cash-generating unit to which the asset belongs is estimated in order to determine the extent of the impairment losses (if any).

Where a reasonable and consistent basis of allocation can be identified, assets are allocated into individual cash-generating units (“CGU”), or otherwise they are allocated to the smallest group of CGUs for which a reasonable and consistent allocation basis can be identified.

The recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (or CGU) is reduced to its recoverable amount.

Where impairment losses subsequently reverse, the carrying amount of the asset (or CGU) is increased to the revised estimate of its recoverable amount, such that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment losses been recognized for the asset (or CGU) in prior years. A reversal of impairment losses is recognized immediately in profit or loss.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd...)

Financial Instruments

Fair value measurement

Fair value estimates are made at a specific point in time, based on relevant market information and information about the financial instrument. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and, therefore, cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

Financial assets

The Company determines the classification of its financial assets at initial recognition, depending on the nature and purpose of the financial asset. All financial assets, except financial assets at fair value through profit or loss ("FVTPL"), are recognized initially at fair value plus directly attributable transaction costs. The Company has not designated any of its financial assets as FVTPL. A financial asset is derecognized when the rights to receive cash flows from the asset have expired.

The Company classifies the fair value of financial instruments according to the following hierarchy based on the reliability of observable inputs used to value the instrument.

Level 1 – Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2 – Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs, including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the marketplace.

Level 3 – Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

The Company's financial assets include cash, and amounts receivable. The Company classifies these financial assets as "loans and receivables". The carrying value of cash and amounts receivable approximates their fair value due to their short term nature or their ability to liquidate at comparable amounts.

Loans and receivables are financial assets with fixed or determinable payments that are not quoted on an active market. Subsequent to initial recognition, loans and receivables are measured at amortized cost using the effective interest method, less any impairment loss.

The effective interest method is a method of calculating the amortized cost of a financial asset/liability and of allocating interest expense over the corresponding period. The effective interest rate is the rate that discounts estimated future cash payments over the expected life of the financial asset/liability to its fair value.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd...)

Financial liabilities

The Company determines the classification of its financial liabilities at initial recognition, depending on the nature and purpose of the financial liability. All financial liabilities, except financial liabilities at FVTPL, are recognized initially at fair value plus directly attributable transaction costs. A financial liability is derecognized when the obligation under the liability is discharged or cancelled, or expires.

The Company's other financial liabilities include bank indebtedness, trade and other payables, convertible notes and other loans payable. The Company classifies these financial liabilities as "Other financial liabilities". The carrying value of these items approximates their fair value due to their immediate or short term to maturity.

After initial recognition, other financial liabilities are subsequently measured at amortized cost using the effective interest method. Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the effective interest rate. Gains and losses are recognized in profit or loss when the liabilities are derecognized.

Impairment of Financial assets

Financial assets, other than those designated as FVTPL, are assessed for indicators of impairment at the end of each reporting period. Financial assets are impaired when there is objective evidence that, as a result of one or more events that occurred after the initial recognition of the financial assets, the estimated future cash flows of the investments have been impacted.

For certain categories of financial assets, such as amounts receivable that are assessed not to be impaired individually are subsequently assessed for impairment on a collective basis. The carrying amount of financial assets is reduced by the impairment loss directly for all financial assets with the exception of trade receivables within amounts receivable, where the carrying amount is reduced through the use of an allowance account. When a trade receivable is considered uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are credited against the allowance account. Changes in the carrying amount of the allowance account are recognized in profit or loss.

If, in a subsequent period, the amount of the impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed through profit or loss to the extent that the carrying amount of the financial asset at the date of impairment is reversed and does not exceed what the amortized cost would have been had the impairment not been recognized.

Income taxes

Current tax is the expected tax payable or receivable on the local taxable income or loss for the year using local tax rates enacted or substantively enacted at the statement of financial position date, and includes any adjustments to tax payable or receivable in respect of previous years.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd...)

Income taxes (cont'd...)

Deferred income taxes are recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the statement of financial position date. Deferred tax is not recognized for temporary differences which arise on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting, nor taxable profit or loss.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount can be made. If the effect is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability. As at December 31, 2015, and 2014, no provisions have been recorded by the Company.

Share capital

Common shares issued for non-monetary consideration are recorded at their fair value on the date of issuance and classified as equity (deficiency).

Common shares are classified as equity (deficiency). Incremental costs directly attributable to the issue of common shares are recognized as a deduction from share capital as share issue costs. Common shares issued for consideration other than cash, are valued based on their market value at the date the shares are issued.

Loss per share

Basic loss per share amounts are calculated by dividing net loss for the year attributable to ordinary equity shareholders of the Company by the weighted average number of ordinary common shares outstanding during the period.

Diluted earnings per share amounts are calculated by adjusting net loss attributable to ordinary equity shareholders of the Company and the weighted average number of ordinary common shares outstanding, for the effect of all potential dilutive ordinary shares. For the periods presented, this calculation proved to be anti-dilutive.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

4. RECENT ACCOUNTING PRONOUNCEMENTS

New standards and interpretations not yet adopted

Certain new standards, interpretations, amendments and improvements to existing standards were issued by the IASB or IFRIC that are mandatory for future accounting periods. The following have not yet been adopted by the Company and are being evaluated to determine their impact.

- IAS 16 & IAS 38: Amended to (i) clarify that the use of a revenue-based depreciation and amortization method is not appropriate, and (ii) provide a rebuttable presumption for intangible assets, effective for annual periods beginning on or after January 1, 2016.
- IFRS 9: New standard that replaced IAS 39 for classification and measurement, tentatively effective for annual periods beginning on or after January 1, 2018.

5. FINANCIAL RISK FACTORS

Credit risk

Credit risk is the risk of an unexpected loss if a customer or third party to a financial instrument fails to meet its contractual obligations. The Company's cash is held at a large financial institution in the Netherlands in interest bearing accounts. The Company has no investment in asset-backed commercial paper. Management believes that the Company is not subject to significant credit risk with respect to cash.

The Company's amounts receivable consists of VAT and wage subsidies receivable from the government of the Netherlands, and trade receivables from third parties pertaining to revenue. The Company's maximum exposure to credit risk is the carrying value of its financial assets. Management believes that the Company is not subject to significant risk with respect to credit risk.

Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in raising funds to meet commitments associated with financial instruments. The Company manages liquidity by maintaining adequate cash balances to meet liabilities as they become due.

As at December 31, 2015, the Company had cash of \$nil and current liabilities of €456,928. As such, the Company has insufficient cash to fund corporate overhead costs and the repayment of the Company's obligations for the next year and is significantly exposed to liquidity risk.

Market risk

The significant market risks to which the Company is exposed are interest rate risk, foreign currency risk, and price risk.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

5. FINANCIAL RISK FACTORS (cont'd...)

Interest rate risk

Interest rate risk is the risk that the fair value or the future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company has bank indebtedness and interest bearing liabilities. The Company's bank indebtedness or cash is held in interest bearing accounts and there is currently minimal interest rate risk. The Company's liabilities bear interest at fixed rates. As a result, a 1% fluctuation in market interest rates would insignificantly impact net loss.

Foreign currency risk

The Company is exposed to foreign currency risk to the extent that monetary assets and liabilities held by the Company are not denominated in Euros. At December 31, 2015, the Company is not exposed to foreign currency risk as all balances are denominated in Euros. The Company incurs expenditures in the Sterling Pound and United States dollars, however, these transactions are minimal.

Price risk

Price risk relates to fluctuations in equity prices. The Company is not exposed to equity price risk as the Company's common shares are not publicly traded at this time.

6. CASH

Cash comprises cash held at financial institutions in the Netherlands. When this total is negative it is presented as bank indebtedness within current liabilities.

7. AMOUNTS RECEIVABLE

	As at 31 December 2015	As at 31 December 2014
	€	€
Trade receivables	8,730	-
Input tax credit	5,543	-
Payroll tax credit	12,988	-
Other debtors	930	930
	28,191	930

The Company's estimate for allowance for doubtful accounts as at December 31, 2015 and 2014, is ~~€~~nil.

StartMonday Holding B.V.
Notes to the Consolidation Financial Statements
(Expressed in Euros)

8. INTANGIBLE ASSETS

The Company's intangible assets consist of intellectual property associated with the Company's application software carried through a web and mobile application, StartMonday. The Company capitalizes development costs associated with its intellectual property.

INTELLECTUAL PROPERTY	2015	2014
	€	€
COST		
Balance, beginning of period	34,941	-
<u>Additions</u>		
Consultants	188,122	27,868
Software and equipment	7,447	1,860
Legal fees	21,509	5,213
Salaries, wages and taxes of development team	65,068	-
Space	7,276	-
Brand development	18,234	-
Balance, end of period	342,597	34,941
ACCUMULATED AMORTIZATION		
Balance, beginning of period	-	-
Additions	37,266	-
Balance, end of period	37,266	-
NET BOOK VALUE		
As at 31 December	305,331	34,941

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

9. TRADE AND OTHER PAYABLES

	As at 31 December 2015	As at 31 December 2014
	<u>€</u>	<u>€</u>
Trade payables	83,354	147
Accrued liabilities	17,128	-
Accrued interest on loans payable and convertible notes (Note 10, 11) ⁽¹⁾	10,323	-
Accrued wages and salaries	28,705	-
Due to related parties (Note 13)	43,899	-
	<u>183,409</u>	<u>147</u>

(1) Refer to Note 10 for accrued interest on convertible notes as this amount was presented within non-current liabilities as at December 31, 2014.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

10. CONVERTIBLE NOTES

	As at 31 December 2015
	<u>€</u>
Balance, April 9, 2014	-
Issuance of convertible notes	100,000
Balance, December 31, 2014	<u>100,000</u>
Issuance of convertible notes	236,000
Conversion of convertible notes (Note 12)	<u>(150,000)</u>
Balance, December 31, 2015	<u><u>186,000</u></u>
 <u>Conversion Triggers</u>	
1 <u>Maturity</u>	
Maturity date August 31, 2016	66,000
Maturity date March 31, 2016 ⁽¹⁾	95,000
No maturity trigger ⁽²⁾	<u>25,000</u>
	<u><u>186,000</u></u>
 2 <u>Equity Finance</u>	
Loans with equity finance trigger	161,000
No equity finance trigger	<u>25,000</u>
	<u><u>186,000</u></u>

(1) Subsequent to December 31, 2015, the Company and the lenders came to an agreement to defer the maturity of these convertible notes. €70,000 of these notes are currently in the process of being converted to 643 common shares. The balance of €25,000 is pending closing of the transaction contemplated in the Letter of Intent signed with Petro Basin Energy Corp. (see Note 16 for details), and will repayable in full plus accrued interest upon completion.

(2) Principal and accrued interest on this convertible note is repayable in full at maturity, March 31, 2016. The Company and the lender have agreed to defer repayment until additional investment funding is received.

The convertible notes bear interest at 5% per annum which is payable on the date of repayment (which may occur on or before the maturity date) or conversion. The convertible notes are unsecured. The principal amount plus accrued interest is repayable if mutually agreed upon by both parties at any time.

The triggers for conversion of the convertibles notes are detailed as follows:

- a) On conversion resulting from an equity financing round of at least €100,000 - €500,000 (depending on the specific convertible note) or a third party acquires more than 50% of the issued share capital of the Company the loan will mandatorily convert into shares. The conversion price per share shall be equal to the lower of:

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

10. CONVERTIBLE NOTES (cont'd...)

- i. 80% of the price per share paid by the on the next round of equity financing meeting the minimum threshold above; or
 - ii. A price which reflects a Company valuation of €2,100,000 - €3,500,000 (depending on the specific convertible note)
- b) On conversion triggered by the maturity date arriving prior to a minimum equity financing specified above, the conversion price per share shall be equal to the lower of:
- i. 80% of the price per share determined by a valuation of the Company on the Maturity Date; or
 - ii. A price which reflects a Company valuation of €2,100,000 - €3,500,000 (depending on the specific convertible note)

During the year ended December 31, 2015, the Company accrued interest payable of €773 (2014 - €771). As at December 31, 2015 accrued interest on convertible loans is included within trade and other payables and amounts to €8,932. As at December 31, 2014 accrued interest amounted to €771 and was presented separately within non-current liabilities on the statement of financial position.

It was determined that there is no equity component associated with the convertible notes.

11. LOANS PAYABLE

	As at 31 December 2015
	<u>€</u>
Instalment loan ⁽¹⁾	50,000
Short-term loans ⁽²⁾	<u>12,000</u>
	<u>62,000</u>

- (1) The instalment loan consists of a single loan extended by a third-party creditor who holds a 10% ownership in the Company. The instalment loan is due on December 31, 2016, and bears interest at 6% per annum. A second instalment for an equivalent amount may be made available to the Company after achievement of certain conditions within the underlying Loan Agreement which have not yet been met. The instalment loan is secured by a personal guarantee of the Company's CEO.

The third-party also provided the Company with a convertible instalment loan in the amount of €150,000 during the year ended December 31, 2015, which was converted into 1,000 common shares during the year (Note 12).

During the year ended December 31, 2015, the Company accrued interest payable of €1,003 (2014 - €nil).

- (2) The short-term loans comprise amounts advanced to the Company by two individuals, one of which is a member of key management (Note 13). The short-term loans are due by December 31, 2016, and bear interest at 6% per annum. There is no security on these short-term loans.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

11. LOANS PAYABLE (cont'd...)

During the year ended December 31, 2015, the Company accrued interest payable of €388 (2014 - €nil). Aggregate accrued interest on loans payable amounts to €1,391 and is included within trade and other payables.

12. SHARE CAPITAL

The Company has an authorized capital of 10,000 common shares, with a €0.01 par value, of which 10,000 common shares are issued and outstanding.

During the period the period from incorporation on April 9, 2014 to December 31, 2014, the Company completed a subdivision of its common shares on a 100:1 basis. During the year ended December 31, 2015, the Company completed a share consolidation on a 10:1 basis. All share and per share amounts have been retroactively restated to reflect these activities.

Shares issued during the period from incorporation on April 9, 2014 to December 31, 2014:

- On April 9, 2014, the Company issued 1,000 common shares at a price of €0.10 per share for gross proceeds of €100.
- On November 18, 2014, the Company issued 9,000 common shares of which 8,300 were issued at €0.10 for gross proceeds of €830 and 700 were issued at €21.43 for gross proceeds of €15,000. The fair value of the 8,300 shares is €177,869 with the excess over the cash proceeds received of €177,039 being recorded as share based compensation.

Shares issued during the year ended December 31, 2015:

- On May 12, 2015, the Company issued 10,000 common shares to the shareholders of StartMonday Innovations Limited, pertaining to the acquisition of 10,000 common shares of StartMonday Innovations Limited.
- On May 12, 2015, a convertible note holder converted its principal of €150,000. Upon conversion, existing shareholders of the Company transferred 1,000 shares to the convertible note holder (Note 10). There was no accrued interest payable on the convertible note as agreed upon amongst the parties.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

13. RELATED PARTY TRANSACTIONS

Key management personnel compensation

Key management personnel include those persons having authority and responsibility for planning, directing and controlling the activities of the Company as a whole. The Company has determined that key management personnel consist of executive and non-executive members of the Company's Board of Directors and officers.

The Company entered into the following transactions with key management personnel, for the period from incorporation on April 9, 2014 to December 31, 2014 and for the year ended December 31, 2015:

	<u>2015</u>	<u>2014</u>
	€	€
Salaries and consulting fees	<u>109,153</u>	<u>17,963</u>
Balances due to related parties:		
Amounts due to key management personnel included in trade and other payables (Note 9)	<u>43,899</u>	-
Loan due to key management personnel (Note 11)	<u>10,000</u>	-
	<u>53,899</u>	<u>-</u>

StartMonday Holding B.V.
Notes to the Consolidation Financial Statements
(Expressed in Euros)

14. INCOME TAXES

A reconciliation of income taxes at statutory rates with the reported taxes is as follows for the period from incorporation on April 9, 2014 to December 31, 2014 and for the year ended December 31, 2015:

	<u>2015</u>	<u>2014</u>
	€	€
Loss for the period	<u>(248,064)</u>	<u>(218,311)</u>
Expected income tax (recovery) at the Company's domestic rate of 20%	(50,000)	(44,000)
Permanent differences	-	35,000
Unrecognized temporary differences and other	50,000	9,000
Total income tax (recovery)	<u><u>-</u></u>	<u><u>-</u></u>

Significant components of deductible temporary differences and unused tax losses that have not been included on the consolidated statements of financial position are as follows:

	<u>2015</u>	<u>Expiry</u>	<u>2014</u>	<u>Expiry</u>
	€		€	
Non-capital losses available for future periods	289,000	2023-2024	41,000	2023

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

14. INCOME TAXES (cont'd...)

The components of the Company's deferred tax assets and liabilities are as follows:

	<u>2015</u>	<u>2014</u>
	€	€
Intangible assets - Intellectual property	(61,000)	(7,000)
Non-capital losses available for future periods	118,000	15,000
	<u>57,000</u>	<u>8,000</u>
Unrecognized deferred tax assets	(57,000)	(8,000)
Net deferred tax assets (liabilities)	<u>-</u>	<u>-</u>

Tax attributes are subject to review, and potential adjustment, by tax authorities.

15. CAPITAL MANAGEMENT

The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern and to maintain a flexible capital structure which optimizes the costs of capital at an acceptable risk. In the management of capital, the Company includes components of shareholders' deficiency.

The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new shares, issue debt, acquire or dispose of assets or adjust the amount of cash or bank indebtedness.

The Company currently is not subject to externally imposed capital requirements. There were no changes in the Company's approach to capital management during the year ended December 31, 2015.

StartMonday Holding B.V.

Notes to the Consolidation Financial Statements

(Expressed in Euros)

16. SUBSEQUENT EVENTS

Issuance of convertible notes

Subsequent to December 31, 2015, the Company issued convertible notes for proceeds of €148,200, bearing interest at 8% per annum, maturing in June 2019 and convert to shares at a discount of 15% of market value. The Company has is currently in the process of converting the notes. See below.

Conversion of convertible notes

Subsequent to December 31, 2015, the Company and the lenders of the convertible notes came to an agreement to convert outstanding convertible notes with a principal amount of €309,200. Pursuant to non-dilution agreements held with certain shareholders, new share issues will be made totalling 1,358 shares at par.

Centennial Acquisitions Corp.

On March 31, 2016 the Company signed a letter of intent (“the LOI”) with Petro Basin Energy Corp. (“Petro Basin”), a publicly traded company listed on the NEX board of the TSX Venture Exchange. Under the terms of the LOI, the Company’s shareholders agree to transfer their shares of the Company to Centennial Acquisitions Corp. (“Centennial”), currently a wholly owned subsidiary of Petro Basin, in exchange for an aggregate of 30,000,000 shares of Centennial such that upon closing, and prior to the completion of a financing described below, the shareholders of the Company would hold, in aggregate, approximately 69.3% of the then outstanding shares of Centennial calculated on a non-diluted basis. The LOI was superseded by a Share Exchange Agreement executed on July 8, 2016.

Pursuant to the terms of the LOI, Petro Basin will cause Centennial to be spun out to its shareholders (the “Spin-Out”) in advance of the completion of the Transaction, and as a result thereof, Centennial will become a reporting issuer on the Canadian Securities Exchange (“CSE”).

In conjunction with the Transaction, Petro Basin will arrange for a financing (“Financing”) by way of a brokered private placement of not less than 6,000,000 subscription receipts of the Centennial at a price of \$0.25 Canadian per subscription receipt, for gross proceeds of not less than \$1,500,000 Canadian. Each subscription receipt will be exchangeable for one common share of Centennial and one half of one common share purchase warrant, each whole warrant being exercisable at a price of \$0.40 Canadian per common share of Centennial for a period of 12 months from the closing date of the Transaction. Under the terms of the LOI, Centennial shall arrange a minimum of \$50,000 Canadian per month to provide working capital to the Company until Closing.

Office lease

Subsequent to June 30, 2015, the Company entered into an office lease commitment for office space in Amsterdam, Netherlands. The rate is €2,200 per month and a €6,600 deposit was placed on inception of the office lease. This lease has a term of four months, after which it is a monthly lease with a one month notice period to terminate the lease.



StartMonday Holding B.V.

Unaudited Condensed Interim Financial Statements

June 30, 2016

(Expressed in Euros)

StartMonday Holding B.V.
Condensed Interim Consolidated Statements of Financial Position
(Expressed in Euros)
(Unaudited)

	Notes	As at June 30 2016 €	As at December 31, 2015 €
ASSETS			
Current assets			
Cash	5	28,962	-
Amounts receivable	6	31,528	28,191
		<u>60,490</u>	<u>28,191</u>
Intangible Assets			
Intellectual property	7	328,074	305,331
Total assets		<u><u>388,564</u></u>	<u><u>333,522</u></u>
SHAREHOLDERS' DEFICIENCY AND LIABILITIES			
Current liabilities			
Bank indebtedness	5	-	25,519
Trade and other payables	8	162,349	183,409
Convertibles notes	9	186,000	186,000
Loans payable	10	130,488	62,000
		<u>478,837</u>	<u>456,928</u>
Non-current liabilities			
Convertibles notes	9	148,200	-
Total liabilities		<u>627,037</u>	<u>456,928</u>
Shareholders' Deficiency			
Share capital	11	100	100
Contributed surplus	11	342,869	342,869
Deficit		<u>(581,442)</u>	<u>(466,375)</u>
Total shareholders' deficiency		<u>(238,473)</u>	<u>(123,406)</u>
Total shareholders' deficiency and liabilities		<u><u>388,564</u></u>	<u><u>333,522</u></u>

Nature of business and going concern (Note 1)

Commitments and contingencies (Note 13)

Subsequent events (Note 15)

The accompanying notes are an integral part of these Unaudited Condensed Interim Financial Statements.

StartMonday Holding B.V.

Condensed Interim Consolidated Statements of Loss and Comprehensive Loss (Expressed in Euros) (Unaudited)

		For the three months ended		For the six months ended	
	Notes	30-Jun 2016	30-Jun 2015	30-Jun 2016	30-Jun 2015
		€	€	€	€
Revenue		9,081	3,148	13,080	5,176
Expenses					
Salaries and consultancy fees	12	13,837	43,781	38,802	61,898
Advertising and marketing		1,835	2,360	2,741	9,475
Occupancy		297	4,811	963	18,448
Legal and professional		18,544	15,383	28,792	20,813
Amortization	8	11,180	11,180	22,360	14,906
Software services		1,668	2,101	3,010	4,870
Travel		4,929	4,066	7,431	9,532
Telephone		939	6,431	1,498	6,828
Finance costs		5,291	3,494	19,108	3,934
Other costs		2,685	611	3,442	2,808
Total operating expenses		61,205	94,218	128,147	153,512
Net loss and comprehensive loss for the period		(52,124)	(91,070)	(115,067)	(148,336)
Loss per common share – basic and diluted		(5.21)	(9.11)	(11.51)	(14.83)
Weighted average number of common shares outstanding - basic and diluted		10,000	10,000	10,000	10,000

The accompanying notes are an integral part of these Unaudited Condensed Interim Financial Statements.

StartMonday Holding B.V.
Consolidated Statements of Cash Flows
(Expressed in Euros)
(Unaudited)

	For the six months ended June 30 2016	For the six months ended June 30 2015
	€	€
Operating activities		
Loss for the period	(115,067)	(148,336)
Items not affecting cash:		
Amortization	22,360	14,906
Changes in non-cash working capital items:		
Amounts receivable	(3,337)	(14,685)
Trade and other payables	22,194	82,949
Net cash flows used in operating activities	(73,850)	(65,166)
Investing activities		
Intellectual property costs	(88,357)	(178,949)
Net cash flows used in investing activities	(88,357)	(178,949)
Financing activities		
Proceeds from loans payable	68,488	-
Proceeds from convertible notes	148,200	54,000
Proceeds from issuance of shares	-	150,000
Net cash flows provided by financing activities	216,688	204,410
Change in cash (bank indebtedness)	54,481	(39,705)
Cash (bank indebtedness), beginning of period	(25,519)	39,705
Cash, end of period	28,962	(410)

Supplemental disclosure with respect to cash flows:

During the period ended June 30, 2016, the Company paid €nil for both income taxes and interest (2015 - €nil).

As at June 30, 2016, €34,682 (December 31, 2015 €77,936) (June 30, 2015 - €15,944) of intellectual property costs were included in trade and other payables.

The accompanying notes are an integral part of these Unaudited Condensed Interim Financial Statements.

StartMonday Holding B.V.
Consolidated Statement of Changes in Shareholders' Deficiency
(Expressed in Euros)
(Unaudited)

	Number of Shares	Share Capital	Contributed surplus	Deficit	Total
		€	€	€	€
As at December 31, 2015	10,000	100	342,869	(466,375)	(123,406)
Net loss for the period	-	-	-	(115,067)	(115,067)
As at a 30 June 2016	10,000	100	342,869	(581,442)	(238,473)

	Number of Shares	Share Capital	Contributed surplus	Deficit	Total
		€	€	€	€
As at December 31, 2014	10,000	1,000	191,969	(218,311)	(25,342)
Adjustment for acquisition of StartMonday UK Ltd.	(10,000)	-	-	-	-
Shares issued for StartMonday UK Ltd.	10,000	(900)	900	-	-
Net loss for the period	-	-	-	(148,336)	(148,336)
Conversion of convertible loans – transfer of shares from existing shareholders	-	-	150,000	-	150,000
As at a June 30, 2015	10,000	100	342,869	(366,647)	(23,678)

The accompanying notes are an integral part of these Unaudited Condensed Interim Financial Statements.

StartMonday Holding B.V.

Notes to the Condensed Interim Consolidated Financial Statements

(Expressed in Euros)

(Unaudited)

1. NATURE OF BUSINESS AND GONG CONCERN

The unaudited interim financial statements of StartMonday Holding B.V. and its subsidiaries (henceforth "the Company", the "Group" or "StartMonday") six month period ended 30 June 2016 were authorised for issue in accordance with a resolution of the director on July 22, 2016.

The Company is privately held. The registered office of the Company is Weteringschans 165, 1017 XD, Amsterdam, Netherlands.

The Company is principally engaged in candidate selection solutions for employers in the retail and hospitality sectors, who spend a significant amount of time and resources identifying potential candidates from a large pool of applicants.

On March 31, 2016 the Company entered into a Letter of Intent with Petro Basin Energy Corp., which was superseded by a Share Exchange Agreement on July 8, 2016. See Note 15 for details.

These financial statements have been prepared on the basis of accounting principles applicable to a going concern which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than through a process of forced liquidation. For the six month period ended June 30, 2016, the Company incurred a net loss of €15,067. The Company has funded ongoing operations primarily from proceeds on the issuance of convertible notes and other loans, advances from related parties, and the issuance of shares. The Company's continuing operations and its financial success is dependent upon the completion of the transaction as disclosed in Note 15, and the extent to which it can successfully raise the capital to implement its future plans and ultimately on generating sufficient revenue to attain profitable operations.

These factors indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

2. BASIS OF PREPARATION

These consolidated interim financial statements, including comparatives, have been prepared in accordance with International Accounts Standards ("IAS") 34, "Interim Financial Reporting" using accounting policies consistent with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and Interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC"). They do not include all of the information required by IFRS for complete annual financial statements, and should be read in conjunction with the Company's consolidated financial statements as at and for the year ended December 31, 2015. Accordingly, accounting policies are the same as those applied in the Company's annual financial statements.

StartMonday Holding B.V.

Notes to the Condensed Interim Consolidated Financial Statements

(Expressed in Euros)

(Unaudited)

2. BASIS OF PREPARATION (cont'd...)

The functional currency of an entity is the currency of the primary economic environment in which the entity operates. The functional currency of the Company and its subsidiaries is the Euro, which is also the reporting currency of the Company. The functional currency determinations in were conducted through an analysis of the consideration factors identified in IAS 21.

Critical accounting estimates and judgments

The preparation of Unaudited Condensed Interim Financial Statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

In preparing these condensed interim consolidated financial statements, the significant estimates and judgements applied in these areas were the same as those described in the Group's annual audited consolidated financial statements for the fiscal year ended December 31, 2015.

3. RECENT ACCOUNTING PRONOUNCEMENTS

New standards and interpretations not yet adopted

Certain new standards, interpretations, amendments and improvements to existing standards were issued by the IASB or IFRIC that are mandatory for future accounting periods. The following have not yet been adopted by the Company and are being evaluated to determine their impact.

- IAS 16 & IAS 38: Amended to (i) clarify that the use of a revenue-based depreciation and amortization method is not appropriated, and (ii) provide a rebuttable presumption for intangible assets, effective for annual periods beginning on or after January 1, 2016.
- IFRS 9: New standard that replaced IAS 39 for classification and measurement, tentatively effective for annual periods beginning on or after January 1, 2018.

4. FINANCIAL RISK FACTORS

The Company's cash, amounts receivable, trade and other payables, convertible notes, and loans payable approximate fair value due to their short term nature, ability to liquidate at comparable amounts or market rates of interest.

StartMonday Holding B.V.

Notes to the Condensed Interim Consolidated Financial Statements

(Expressed in Euros)
(Unaudited)

4. FINANCIAL RISK FACTORS (cont'd...)

Credit risk

Credit risk is the risk of an unexpected loss if a customer or third party to a financial instrument fails to meet its contractual obligations. The Company's cash is held at a large financial institution in the Netherlands in interest bearing accounts. The Company has no investment in asset-backed commercial paper. Management believes that the Company is not subject to significant credit risk with respect to cash.

The Company's amounts receivable consists of VAT and wage subsidies receivable from the government of the Netherlands, and trade receivables from third parties pertaining to revenue. The Company's maximum exposure to credit risk is the carrying value of its financial assets. Management believes that the Company is not subject to significant risk with respect to credit risk.

Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in raising funds to meet commitments associated with financial instruments. The Company manages liquidity by maintaining adequate cash balances to meet liabilities as they become due.

As at June 30, 2016, the Company had cash of €28,962 and current liabilities of €478,837. As such, the Company has insufficient cash to fund corporate overhead costs and the repayment of the Company's obligations for the next period and is significantly exposed to liquidity risk.

Market risk

The significant market risks to which the Company is exposed are interest rate risk, foreign currency risk, and price risk.

Interest rate risk

Interest rate risk is the risk that the fair value or the future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company has bank indebtedness and interest bearing liabilities. The Company's bank indebtedness or cash is held in interest bearing accounts and there is currently minimal interest rate risk. The Company's liabilities bear interest at fixed rates. As a result, a 1% fluctuation in market interest rates would insignificantly impact net loss.

Foreign currency risk

The Company is exposed to foreign currency risk to the extent that monetary assets and liabilities held by the Company are not denominated in Euros. At June 30, 2016, the Company is not exposed to foreign currency risk as all balances are denominated in Euros. The Company incurs expenditures in the Sterling Pound and United States dollars, however, these transactions are minimal.

Price risk

Price risk relates to fluctuations in equity prices. The Company is not exposed to equity price risk as the Company's common shares are not publicly traded at this time

StartMonday Holding B.V.

Notes to the Condensed Interim Consolidated Financial Statements

(Expressed in Euros)
(Unaudited)

5. CASH

Cash comprises cash held at financial institutions in the Netherlands. When this total is negative it is presented as bank indebtedness within current liabilities.

6. AMOUNTS RECEIVABLE

	As at June 30, 2016	As at December 31, 2015
	€	€
Trade receivables	9,968	8,730
Input tax credit	20,630	5,543
Payroll tax credit	-	12,988
Other debtors	930	930
	<u>31,528</u>	<u>28,191</u>

The Company's estimate for allowance for doubtful accounts as at June 30, 2016 and December 31 2015, is €nil.

7. INTANGIBLE ASSETS

The Company's intangible assets consist of intellectual property associated with the Company's application software carried through a web and mobile application, StartMonday. The Company capitalizes development costs associated with its intellectual property.

StartMonday Holding B.V.

Notes to the Condensed Interim Consolidated Financial Statements

(Expressed in Euros)

(Unaudited)

7. INTANGIBLE ASSETS

	As at June 30, 2016 €	As at December 31, 2015 €
INTELLECTUAL PROPERTY		
COST		
Balance, beginning of period	342,597	34,941
<u>Additions</u>		
Consultants	9,761	188,122
Software and equipment	3,010	7,447
Legal fees	-	21,509
Salaries, wages and taxes of development team	13,591	65,068
Space	298	7,276
Brand development	18,443	18,234
Balance, end of period	<u>387,700</u>	<u>342,597</u>
ACCUMULATED AMORTIZATION		
Balance, beginning of period	37,266	-
Additions	22,360	37,266
Balance, end of period	<u>59,626</u>	<u>37,266</u>
NET BOOK VALUE	<u>328,074</u>	<u>305,331</u>

StartMonday Holding B.V.

Notes to the Condensed Interim Consolidated Financial Statements

(Expressed in Euros)

(Unaudited)

8. TRADE AND OTHER PAYABLES

	As at June 30, 2016	As at December 31, 2015
	<u>€</u>	<u>€</u>
Trade payables	84,577	83,354
Accrued liabilities	14,564	17,128
Payroll taxes	1,582	-
Accrued interest on loans payable and convertible notes (Note 9,10)	18,874	10,323
Accrued wages and salaries	8,081	28,705
Due to related parties (Note 12)	34,671	43,899
	<u>162,349</u>	<u>183,409</u>

StartMonday Holding B.V.
Notes to the Condensed Interim Consolidated Financial Statements
(Expressed in Euros)
(Unaudited)

9. CONVERTIBLE NOTES

	As at June 30, 2016
	<u>€</u>
Balance, December 31, 2015 ⁽¹⁾	186,000
Issuance of convertible notes ^(b)	148,200
Balance, June 30, 2016	<u>334,200</u>
of which falling due in greater than one year ^(b)	(148,200)
Balance, June 30, 2016 falling due within the year ^(a)	<u><u>186,000</u></u>

Conversion Triggers

1 Maturity

Maturity date August 31, 2016	66,000
Maturity date March 31, 2016 ⁽¹⁾	95,000
No maturity trigger ⁽²⁾	25,000
	<u>186,000</u>

2 Equity Finance

Loans with equity finance trigger	161,000
No equity finance trigger	25,000
	<u>186,000</u>

(1) During the period ended June 30, 2016, the Company and the lenders came to an agreement to defer the maturity of these convertible notes. €70,000 of these notes are currently in the process of being converted to 643 common shares. The balance of €25,000 is pending closing of the transaction contemplated in the Letter of Intent signed with Petro Basin Energy Corp. (see Note 16 for details), and will be repayable in full plus accrued interest upon completion.

(2) Principal and accrued interest on this convertible note is repayable in full at maturity, March 31, 2016. The Company and the lender have agreed to defer repayment until additional investment funding is received.

(a) Falling due within one year

These convertible notes bear interest at 5% per annum which is payable on the date of repayment (which may occur on or before the maturity date) or conversion. The convertible notes are unsecured. The principal amount plus accrued interest is repayable if mutually agreed upon by both parties at any time.

The triggers for conversion of the convertibles notes are detailed as follows:

StartMonday Holding B.V.
Notes to the Condensed Interim Consolidated Financial Statements
(Expressed in Euros)
(Unaudited)

9. CONVERTIBLE NOTES (cont'd...)

- a) On conversion resulting from an equity financing round of at least €100,000 - €500,000 (depending on the specific convertible note) or a third party acquires more than 50% of the issued share capital of the Company the loan will mandatorily convert into shares. The conversion price per share shall be equal to the lower of:
- i. 80% of the price per share paid by the on the next round of equity financing meeting the minimum threshold above; or
 - ii. A price which reflects a Company valuation of €2,100,000 - €3,500,000 (depending on the specific convertible note)
- b) On conversion triggered by the maturity date arriving prior to a minimum equity financing specified above, the conversion price per share shall be equal to the lower of:
- i. 80% of the price per share determined by a valuation of the Company on the Maturity Date; or
 - ii. A price which reflects a Company valuation of €2,100,000 - €3,500,000 (depending on the specific convertible note).

(b) Falling due in greater than one year

These amounts comprise of an issuance of convertible notes by way of a crowdfund campaign culminating in June 2016. The notes bear interest at 8% per annum and convert to shares at a discount of 15% of market value. No third party equity finance trigger exists and the maturity date is June 2019.

During the period ended June 30, 2016, the Company accrued interest payable of €6,386 (December 31, 2015 - €7,773).

It was determined that there is no equity component associated with the convertible notes.

10. LOANS PAYABLE

	As at 30 June 2016
	€
Instalment loan ⁽¹⁾	50,000
Short-term loans ⁽²⁾	12,000
Bridging Loan ⁽³⁾	68,488
	130,488

- (1) The instalment loan consists of a single loan extended by a third-party creditor who holds a 10% ownership in the Company. The instalment loan is due on December 31, 2016, and bears interest at 6% per annum. A second instalment for an equivalent amount may be made available to the

StartMonday Holding B.V.
Notes to the Condensed Interim Consolidated Financial Statements
(Expressed in Euros)
(Unaudited)

10. LOANS PAYABLE (cont'd...)

- (1) Company after achievement of certain conditions within the underlying Loan Agreement which have not yet been met. The instalment loan is secured by a personal guarantee of the Company's CEO.

During the period ended June 30, 2016, the Company accrued interest payable of €1,526 (December 31, 2015 - €1,003).

- (2) The short-term loans comprise amounts advanced to the Company by two individuals, one of which is a member of key management (Note 13). The short-term loans are due by December 31, 2016, and bear interest at 6% per annum. There is no security on these short-term loans.

During the period ended June 30, 2016, the Company accrued interest payable of €361 (December 31 2015 - €388).

Aggregate accrued interest on loans payable amounts to €420 (December 31, 2015 - €1,391) and is included within trade and other payables.

- (3) Under the terms of the LOI signed on March 31, 2016 (note 16), the investors shall arrange a minimum of \$50,000 Canadian per month for working capital until closure of the deal. The amount above represents two instalments of this facility. This loan will mature on completion of the deal and will be resolved as part of the final refinancing agreements.

11. SHARE CAPITAL

The Company has an authorized capital of 10,000 common shares, with a €0.01 par value, of which 10,000 common shares are issued and outstanding.

12. RELATED PARTY TRANSACTIONS

Key management personnel compensation

Key management personnel include those persons having authority and responsibility for planning, directing and controlling the activities of the Company as a whole. The Company has determined that key management personnel consist of executive and non-executive members of the Company's Board of Directors and officers.

The Company entered into the following transactions with key management personnel, for the six month period ended June 30, 2016 and for the six month period ended June 30, 2015:

	<u>2016</u>	<u>2015</u>
	€	€
Salaries and consulting fees ⁽¹⁾	<u>38,950</u>	<u>35,993</u>

StartMonday Holding B.V.

Notes to the Condensed Interim Consolidated Financial Statements

(Expressed in Euros)
(Unaudited)

12. RELATED PARTY TRANSACTIONS (cont'd...)

Balances due to related parties:

	As at June 30, 2016 €	As at December 31, 2015 €
Amounts due to key management personnel included in trade and other payables (Note 9)	34,671	43,899
Loans due to key management personnel	10,000	10,000
	<u>44,671</u>	<u>53,899</u>

13. COMMITMENTS AND CONTINGENCIES

Subsequent to June 30, 2015, the Company entered into an office lease commitment for office space in Amsterdam, Netherlands. The rate is €2,200 per month and a €6,600 deposit was placed on inception of the office lease. This lease has a term of four months, after which it is a monthly lease with a one month notice period to terminate the lease.

14. CAPITAL MANAGEMENT

The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern and to maintain a flexible capital structure which optimizes the costs of capital at an acceptable risk. In the management of capital, the Company includes components of deficiency.

The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new shares, issue debt, acquire or dispose of assets or adjust the amount of cash or bank indebtedness.

The Company currently is not subject to externally imposed capital requirements. There were no changes in the Company's approach to capital management during the period ended June 30, 2016.

StartMonday Holding B.V.

Notes to the Condensed Interim Consolidated Financial Statements

(Expressed in Euros)

(Unaudited)

15. SUBSEQUENT EVENTS

Conversion of convertible notes

Subsequent to June 30, 2016, the Company and the lenders of the convertible notes came to an agreement to convert outstanding convertible notes with a principal amount of €309,200. Pursuant to non-dilution agreements held with certain shareholders, new share issues will be made totalling 1,358 shares at par.

Centennial Acquisitions Corp.

On March 31, 2016 the Company signed a letter of intent (“the LOI”) with Petro Basin Energy Corp. (“Petro Basin”), a publicly traded company listed on the NEX board of the TSX Venture Exchange. Under the terms of the LOI, the Company’s shareholders agree to transfer their shares of the Company to Centennial Acquisitions Corp. (“Centennial”), currently a wholly owned subsidiary of Petro Basin, in exchange for an aggregate of 30,000,000 shares of Centennial such that upon closing, and prior to the completion of a financing described below, the shareholders of the Company would hold, in aggregate, approximately 69.3% of the then outstanding shares of Centennial calculated on a non-diluted basis. The LOI was superseded by a Share Exchange Agreement executed on July 8, 2016.

Pursuant to the terms of the LOI, Petro Basin will cause Centennial to be spun out to its shareholders (the “Spin-Out”) in advance of the completion of the Transaction, and as a result thereof, Centennial will become a reporting issuer on the Canadian Securities Exchange (“CSE”).

In conjunction with the Transaction, Petro Basin will arrange for a financing (“Financing”) by way of a brokered private placement of not less than 6,000,000 subscription receipts of the Centennial at a price of \$0.25 Canadian per subscription receipt, for gross proceeds of not less than \$1,500,000 Canadian. Each subscription receipt will be exchangeable for one common share of Centennial and one half of one common share purchase warrant, each whole warrant being exercisable at a price of \$0.40 Canadian per common share of Centennial for a period of 12 months from the closing date of the Transaction. Under the terms of the LOI, Centennial shall arrange a minimum of \$50,000 Canadian per month to provide working capital to the Company until Closing. \$100,000 financing has been provided as of June 30, 2016 and is included in Loans Payable (note 11)

APPENDIX "B1"
TargetCo Management Discussion and Analysis
for the periods ended December 31, 2015 and June 30, 2016



Management's Discussion and Analysis

For the year ended December 31, 2015

(Expressed in Canadian dollars, unless otherwise indicated)

This Management's Discussion and Analysis ("MD&A") of StartMonday Holding B.V. ("StartMonday" or the "Company") is dated August 17, 2016; provides an analysis of the Company's performance and financial condition for the year ended December 31, 2015, as well as an analysis of future prospects. This MD&A should be read in conjunction with the Company's audited consolidated financial statements and related notes for the year ended December 31, 2015, which are prepared in accordance with International Financial Reporting Standards ("IFRS"). Results for the year ended December 31, 2015, include results for the period January 1, 2015 to December 31, 2015, and results for the year ended December 31, 2014, include results from the date of the Company's inception on April 9, 2014 to December 31, 2014.

All amounts referred to in this MD&A are prepared in accordance with IFRS and presented in Euros, unless otherwise indicated.

Overview

The Company is principally engaged in candidate selection solutions for employers in the retail and hospitality sectors, who spend a significant amount of time and resources identifying potential candidates from a large pool of applicants. StartMonday is still in the start-up phase. Activities to date have been focused primarily on developing the Company's technology which makes use of 15-second videos filmed by candidates on their own phones, and cognitive computing powered by IBM WATSON. Focus will now be directed to establishing customer relationships and obtaining financing to sustain the company through the current start-up phase.

On May 12, 2015, the Company entered into a Shareholder Agreement whereby it completed a Corporate Restructuring resulting in the acquisition of 100% of the common shares of a predecessor company, StartMonday Innovations Limited (formerly StartMonday (UK) Ltd.), in exchange for common shares of StartMonday Holding B.V. on a 1:1 basis (the "Restructuring"). In connection with the Restructuring, the Company remained owned by the existing shareholders. Additionally, by way of a Deeds of Assignment, all convertible notes as well as intellectual property were transferred to the Company in connection with the Restructuring.

On March 31, 2016 the Company signed a letter of intent (“the LOI”) with Petro Basin Energy Corp. (“Petro Basin”), a publicly traded company listed on the NEX board of the TSX Venture Exchange. Under the terms of the LOI, the Company’s shareholders agree to transfer their shares of the Company to Centennial Acquisitions Corp. (“Centennial”), currently a wholly owned subsidiary of Petro Basin, in exchange for an aggregate of 30,000,000 shares of Centennial. Details of the transaction are described below. The LOI was superseded by a Share Exchange Agreement executed on July 8, 2016.

Overall Performance

The Company reported a net loss of €248,064 for the year ended December 31, 2015, an increase in net loss of €29,753 from the net loss of €218,311 in the previous year. The following highlights the major variances year over year. Since the Company is still in its start-up phase, revenues remain low. Revenue was €23,747 for the year ended December 31, 2015, while there were no revenues in 2014. During the previous fiscal year, the Company commenced operations and dedicated most of its resources to the development of its intellectual property. These costs were capitalized as intangible assets. Consequently operating expenses were minimal for the previous year, with the exception of share-based compensation of €177,039 which represents the excess of fair value over the cash proceeds received pursuant to the common shares issued on November 18, 2014 by the Company. Total operating expenses in 2014 excluding share-based compensation were €41,272. By comparison operating expenses (there was no share-based compensation in 2015) in the current year were €271,812. While the development of intellectual property continued in 2015, portions of the intellectual property were completed during 2015 and the Company incurred significantly higher expenses on marketing and selling efforts. Major operating expenses in the current year were salaries (€97,696), amortization of completed intellectual property (€37,266), legal and professional (€39,516), occupancy (€20,913) and advertising and marketing (€28,722).

The Company expects that its performance in future periods will fluctuate with revenues and expenses. Revenues are anticipated to increase as the Company obtains new customers. Expenses are also anticipated to increase to generate and accommodate these increased revenues.

Liquidity and Financial Position

Cash Flows

Cash flows provided by (used in) operating activities during the year ended December 31, 2015 were (€133,504) versus (€41,284) during the previous fiscal year. The loss from operations in 2015 at €248,064 was higher than that of the prior year of €41,272 (excluding share-based compensation which was an item not affecting cash). An increase in trade and other payables in the current year of €104,555 reduced net cash flows used in operating activities.

Cash flows from (used in) investing activities for the year ended December 31, 2015 were (€229,720) versus (€34,941) during the same period of the previous fiscal year. Expenditures on and capitalization of intellectual property development costs were higher in 2015 than in 2014.

Cash flows from financing activities during the year ended December 31, 2015 at €298,000 were higher than those of 2014 which were €115,930. During both periods the Company raised cash to fund its activities, but higher funding was received in 2015 from the issue of loans and convertible notes to finance the increased expenditures on intellectual property and operations.

Statement of Financial Position

At December 31, 2015, StartMonday had working capital of (€428,737) compared to €40,488 at December 31, 2014. During the year ended December 31, 2014 the Company issued long term convertible notes of €100,000 which was used partially to fund expenditures on the development of intellectual property in 2014, but were also be available for use in 2015. In 2015 an additional €236,000 of convertible notes were issued and loans of €62,000 were assumed. Of the convertible notes issued in 2014 and 2015, €150,000 was converted to shares. Funds received from these sources were used to finance expenditures on intellectual property and operations. Trade and other payables increased to €183,409.

Share Capital

As at August 17, 2016, the Company's share capital consisted of 11,358 authorized, and 10,000 issued and outstanding common shares, with a €0.01 par value.

On May 12, 2015, the Company issued 10,000 common shares as a result of the Reorganization. Also on May 12, 2015, a convertible note holder converted its principal of €150,000. Upon conversion, existing shareholders of the Company transferred 1,000 shares to the convertible note holder.

Convertible Notes

StartMonday has €186,000 of convertible notes outstanding at December 31, 2015, which were issued in 2014 and 2015 and fall due within one year.

The convertible notes bear interest at 5% per annum which is payable on the date of repayment (which may occur on or before the maturity date) or conversion. The convertible notes are unsecured. The principal amount plus accrued interest is repayable if mutually agreed upon by both parties at any time. The triggers for conversion of these notes are as follows:

- a) On conversion resulting from an equity financing round of at least €100,000 - €500,000 (depending on the specific convertible note) or a third party acquires more than 50% of the issued share capital of the Company the loan will mandatorily convert into shares. The conversion price per share shall be equal to the lower of:
 - i. 80% of the price per share paid on the next round of equity financing meeting the minimum threshold above; or
 - ii. A price which reflects a Company valuation of €2,100,000 - €3,500,000 (depending on the specific convertible note)

- b) On conversion triggered by the maturity date arriving prior to a minimum equity financing specified above, the conversion price per share shall be equal to the lower of:
- i. 80% of the price per share determined by a valuation of the Company on the Maturity Date; or
 - ii. A price which reflects a Company valuation of €2,100,000 - €3,500,000 (depending on the specific convertible note).

Maturity is as follows:

Maturity date August 31, 2016	66,000
Maturity date March 31, 2016 ⁽¹⁾	95,000
No maturity trigger ⁽²⁾	25,000
	186,000

(1) The parties came to an agreement to defer the maturity of these convertible notes. €70,000 of these notes is currently in the process of being converted to 643 shares. The balance of €25,000 is pending closing of the transaction contemplated in the Letter of Intent signed with Petro Basin Energy Corp. (see subsequent event below), and will be repayable in full plus accrued interest.

(2) Principal and accrued interest on this convertible note is repayable in full at maturity, March 31, 2016. The parties come to an agreement to defer repayment until additional investment funding is received.

Loans Payable

As of December 31, 2015 StartMonday had outstanding loans of €62,000, comprised of instalment loans of €50,000 and short-term loans of €12,000 (of which €10,000 is due to a related party), due June 30, 2016 and bearing interest at 6% per annum. The parties came to an agreement to defer repayment until additional investment funding is received.

Outlook, Risks and Uncertainties

The Company has funded ongoing operations primarily from proceeds on the issuance of convertible notes and other loans, advances from related parties, and the issuance of shares. The Company's continuing operations and its financial success is dependent upon the extent to which it can successfully raise the capital to implement its future plans and ultimately on generating sufficient revenue to attain profitable operations. These factors indicate the existence of an uncertainty that may cast doubt about the Company's ability to continue as a going concern.

Related Party Transactions

Through the normal course of business, the following related party transactions occurred during the year ended December 31, 2015:

- StartMonday owns 100% of the common shares of its subsidiaries StartMonday Innovations Limited and StartMonday B.V. All material intercompany transactions between the Company and its subsidiaries have been eliminated on consolidation.
- The Company paid or accrued consulting fees of €56,903 to Andrew Evans, Chief Product Officer of the Company (2014 - €6,287); At December 31, 2015, €10,000 was due to Andrew Evans included in loans payable, and €40,868 included in trade and other payables.
- €4,400 to Ondrej Homola (2014 - €7,734) a former officer of the Company; and
- €47,850 (2014 - €Nil) to Ray Gibson, CEO of the Company. At December 31, 2015, €3,031 was due to Ray Gibson included in trade and other payables.

Financial Instruments

The Company's financial assets include cash, and amounts receivable. The carrying value of cash and amounts receivable approximates their fair value due to their short term nature or their ability to liquidate at comparable amounts.

The Company's financial liabilities include bank indebtedness, trade and other payables, convertible notes and other loans payable. The carrying value of these items approximates their fair value due to their immediate or short term to maturity.

Financial Risk Factors

Credit risk

The Company's amounts receivable consists of VAT and wage subsidies receivable from the government of the Netherlands, and trade receivables from third parties pertaining to revenue. The Company's maximum exposure to credit risk is the carrying value of its financial assets. Management believes that the Company is not subject to significant risk with respect to credit risk.

Liquidity risk

As at December 31, 2015, the Company had cash of \$nil and current liabilities of €456,928. As such, the Company has insufficient cash to fund corporate overhead costs and the repayment of the Company's obligations for the next year and is exposed to liquidity risk.

Interest rate risk

The Company's bank indebtedness or cash is held in interest bearing accounts and there is currently minimal interest rate risk. The Company's liabilities bear interest at fixed rates. As a result, a 1% fluctuation in market interest rates would insignificantly impact net loss.

Foreign currency risk

The Company is exposed to foreign currency risk to the extent that monetary assets and liabilities held by the Company are not denominated in Euros. At December 31, 2015, the Company is not exposed to foreign currency risk as all balances are denominated in Euros. The Company incurs expenditures in the Sterling Pound and United States dollars; however, these transactions are minimal.

Off-Balance Sheet Transactions

The Company has not entered into any off-balance sheet arrangements.

Critical Accounting Estimates

The preparation of the audited consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

The areas involving accounting estimates and assumptions for the Company include amortization of intangible assets, going concern and income taxes.

Future Accounting Changes

New Standards, interpretations, amendments, and improvements to existing standards not yet effective and not yet adopted by the Company are disclosed in the Company's audited consolidated financial statements for the year ended December 31, 2015 in Note 4 therein.

Subsequent events

Issuance of convertible notes

Subsequent to December 31, 2015, the Company issued convertible notes for proceeds of €148,200, bearing interest at 8% per annum, maturing in June 2019 and convert to shares at a discount of 15% of market value. The Company has is currently in the process of converting the notes. See below.

Conversion of Convertible Notes

The Company has entered into agreements to convert twelve of the outstanding convertible notes. The aggregate loan amount to be converted by August 2016 is €309,200. Pursuant to non-dilution agreements held with certain shareholders, new share issues will be made totaling 1,358 shares at par. The total outstanding shares after this series of conversions and prior to any deal closure described below will be 11,358.

Centennial Acquisitions Corp.

On March 31, 2016 the Company signed a letter of intent with Petro Basin Energy Corp. ("Petro Basin"), a publicly traded company listed on the NEX board of the TSX Venture Exchange which was superseded

by a Share Exchange Agreement dated July 8, 2016. Under the terms of the Share Exchange Agreement (the "Agreement"), the Company's shareholders agree to transfer their shares of the Company to Centennial Acquisitions Corp. ("Centennial"), currently a wholly owned subsidiary of Petro Basin, in exchange for an aggregate of 30,000,000 shares of Centennial such that upon closing, and prior to the completion of a financing described below, the shareholders of the Company would hold, in aggregate, approximately 69.3% of the then outstanding shares of Centennial calculated on a non-diluted basis.

Pursuant to the terms of the Share Exchange Agreement (the "Agreement"), Petro Basin will cause Centennial to be spun out to its shareholders (the "Spin-Out") in advance of the completion of the transaction, and as a result thereof, Centennial will become a reporting issuer on the Canadian Securities Exchange ("CSE").

In conjunction with the transaction, Petro Basin will arrange for a financing ("Financing") by way of a brokered private placement of not less than 6,000,000 subscription receipts of Centennial at a price of \$0.25 Canadian per subscription receipt, for gross proceeds of not less than \$1,500,000 Canadian. Each subscription receipt will be exchangeable for one common share of Centennial and one half of one common share purchase warrant, each whole warrant being exercisable at a price of \$0.40 Canadian per common share of Centennial for a period of 12 months from the closing date of the Transaction. Under the terms of the Share Exchange Agreement (the "Agreement"), Centennial or the Investment Group shall arrange a minimum of \$50,000 Canadian per month to provide working capital to the Company until Closing.

The transfer of the Company shares and the issuance of the Centennial shares, in exchange therefore, 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. In addition to any restrictions on transfer imposed by applicable securities laws, certain of the Centennial shares may be required to be held in escrow in accordance with the policies of the CSE.

Forward-looking Statements

This MD&A contains "forward-looking information" which may include, but is not limited to, statements with respect to the future financial or operating performances of StartMonday; revenues; the closing of the Petro Basin Energy Corp. transaction; the timing and amount of estimated future operating, capital and development expenditures; requirements for additional capital; government regulation; limitations of insurance coverage and the timing and possible outcome of litigation and regulatory matters; the ability to attract and retain personnel; labour relations; the ability to engage and retain outside contractors, experts and other advisors and their efforts and abilities; and currency exchange rates in particular the Canadian dollar relative to the Euro. Often, but not always, forward-looking information can be identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates", or "believes", or variations (including negative variations) of such words and phrases, or state that certain actions, events or results "may", "could", "would", "might", or "will" be taken, occur or be achieved. Forward-looking statements involve known

and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of StartMonday to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Such factors include, among others, those factors discussed in the section entitled “Outlook, Risks and Uncertainties” in this MD&A. Although StartMonday has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results to differ from those anticipated, estimated or intended. Forward-looking statements contained herein are made as of the date of this MD&A based on the opinions and estimates of management, and StartMonday disclaims any obligation to update any forward-looking statements, whether as a result of new information, estimates or opinions, future events or results or otherwise. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, potential investors should not place undue reliance on forward-looking statements.



Management's Discussion and Analysis

For the three and six months ended June 30, 2016

(Expressed in Canadian dollars, unless otherwise indicated)

This Management's Discussion and Analysis ("MD&A") of StartMonday Holding B.V. ("StartMonday" or the "Company") is dated August 17, 2016; provides an analysis of the Company's performance and financial condition for the three and six months ended June 30, 2016, as well as an analysis of future prospects. This MD&A should be read in conjunction with the Company's unaudited interim consolidated financial statements and related notes for the three and six months ended June 30, 2016 (the "June 30, 2016 Financial Statements") as well as the Company's audited consolidated financial statements and related notes for the year ended December 31, 2015, both of which are prepared in accordance with International Financial Reporting Standards ("IFRS").

All amounts referred to in this MD&A are prepared in accordance with IFRS and presented in Euros, unless otherwise indicated.

Overview

The Company is principally engaged in candidate selection solutions for employers in the retail and hospitality sectors, who spend a significant amount of time and resources identifying potential candidates from a large pool of applicants. StartMonday is still in the start-up phase. Activities to date have been focused primarily on developing the Company's technology which makes use of 15-second videos filmed by candidates on their own phones, and cognitive computing powered by IBM WATSON. Focus will now be directed to establishing customer relationships and obtaining financing to sustain the company through the current start-up phase.

On March 31, 2016 the Company signed a letter of intent ("the LOI") with Petro Basin Energy Corp. ("Petro Basin"), a publicly traded company listed on the NEX board of the TSX Venture Exchange. Under the terms of the LOI, the Company's shareholders agree to transfer their shares of the Company to Centennial Acquisitions Corp. ("Centennial"), currently a wholly owned subsidiary of Petro Basin, in exchange for an aggregate of 30,000,000 shares of Centennial. Details of the transaction are described below. The LOI was superseded by a Share Exchange Agreement executed on July 8, 2016.

Overall Performance

The Company reported a net loss of €52,124 for the three months ended June 30, 2016, a decrease in net loss of €38,946 from the net loss of €91,070 in the same period of the previous year. For the six months ended June 30, 2016, the Company posted a net loss of €115,067, compared to a net loss of €148,336 for the six months ended June 30, 2015. The following highlights the major variances year over year. Since the Company is still in its start-up phase, revenues remain low, but at €9,081 and €13,080 for the three and six months ended June 30, 2016, were greater than those of the corresponding periods of last year of €3,148 and €5,176 respectively. During the current fiscal year, the Company incurred lower salary costs and consulting fees. While technology development continues, much of the technology has now been development resulting in lower salaries and consulting fees of €13,837 and €38,802 for the three and six month period of this year compared to €43,781 and €61,898 for the comparable periods last year. Occupancy costs were €297 and €963 for the three and six month periods this year, €4,514 and €17,485 respectively lower than the same periods of last year. With less resources devoted to product development, fewer space requirements were needed. Additional space will again be required in the near term to accommodate anticipated growth. Financing costs at €5,291 and €19,108 for the three and six months ended June 30, 2016 were higher than those of the comparable periods last year of €3,494 and €3,934, due to additional financing obtained this year to fund the Company's development activities. Legal and professional fees were €18,544 and €28,792 for the three and six month periods of 2016, higher by €3,161 and €7,979 for the three and six month periods of 2015. Additional fees were incurred in the current year in relation to the proposed transaction with Petro Basin Energy Inc. Amortization of capitalized intellectual property began in 2015. This resulted in amortization costs for the six months ended June 30, 2016 being higher by €7,454 versus the six months ended June 30, 2015.

The Company expects that its performance in future periods will fluctuate with revenues and expenses. Revenues are anticipated to increase as the Company obtains new customers. Expenses are also anticipated to increase to generate and accommodate these increased revenues.

Selected Quarterly Information

Three Months Ended	Revenue €	Net Income (Loss)		Total Assets €	Working Capital €	Dividends (€)
		Total €	Per Share ¹ €			
Jun. 30, 2016	9,081	(52,124)	(5.21)	388,564	(418,347)	-
Mar. 31, 2016	3,999	(62,943)	(6.29)	318,156	(441,396)	-
Dec. 31, 2015	6,831	(34,939)	(3.49)	333,522	(428,737)	-
Sep. 30, 2015	11,740	(66,840)	(6.68)	299,860	(305,351)	-

¹ Basic and diluted net income (loss) per share

During the four quarters presented, the Company primarily developed its technology and intellectual property.

Net income (loss) varied across the quarters primarily due to variations in expenses, ancillary to the development of its intellectual property, which were not capitalized.

Total assets increased quarter to quarter as the Company incurred and capitalized costs on the development of intellectual property.

Working capital decreased quarter-to-quarter as the Company funded its development activities through current liabilities, including trade payables, loans payable and convertible notes.

Liquidity and Financial Position

Cash Flows

Cash flows provided by (used in) operating activities during the six months ended June 30, 2016 were (€73,850) versus (€65,166) during the same quarter of the previous fiscal year. While the loss from operations decreased in 2016 to €115,067 from €148,336 in 2015, the increase in trade and other payables to fund the operations was significantly higher in 2015 than 2016 (€82,949 versus €22,194 respectively).

Cash flows from (used in) investing activities during the six months ended June 30, 2016 were (€88,357) versus (€178,949) during the same period of the previous fiscal year. Expenditures on and capitalization of intellectual property development costs were higher in 2015 than in 2016.

Cash flows from financing activities during the six months ended June 30, 2016 at €191,169 were comparable with those of the same period of the previous fiscal year at €204,410. During both periods the Company raised cash to fund its operations. In the six months ended June 30, 2016 the Company

received €216,688 from a combination of loans and the issuance of convertible notes. Of this amount €25,519 was used to repay bank indebtedness. In the six months ended June 30, 2015 the Company received €204,000 from the issuance of shares and convertible notes.

Statement of Financial Position

At June 30, 2016, StartMonday had working capital of (€418,347) compared to (€428,737) at December 31, 2015. During the six months ended June 30, 2016 the Company issued long term convertible notes of €148,200 which were used primarily to fund operating expenses and expenditures on the development of intellectual property, but were also partially applied to working capital.

Share Capital

As at August 17, 2016, the Company's share capital consisted of 11,358 authorized, and 10,000 issued and outstanding common shares, with a €0.01 par value.

No common shares of the Company were issued during the six months ended June 30, 2016.

Convertible Notes

StartMonday has €334,200 of convertible notes outstanding at June 30, 2016, of which €186,000 were issued in 2014 and 2015 and fall due within one year. The balance of the notes totalling €148,200 was issued in 2016 and falls due in greater than one year.

The convertible notes totalling €186,000 issued in 2014 and 2015 bear interest at 5% per annum which is payable on the date of repayment (which may occur on or before the maturity date) or conversion. The convertible notes are unsecured. The principal amount plus accrued interest is repayable if mutually agreed upon by both parties at any time. The triggers for conversion of these notes are as follows:

- a) On conversion resulting from an equity financing round of at least €100,000 - €500,000 (depending on the specific convertible note) or a third party acquires more than 50% of the issued share capital of the Company, the loan will mandatorily convert into shares. The conversion price per share shall be equal to the lower of:
 - i. 80% of the price per share paid on the next round of equity financing meeting the minimum threshold above; or
 - ii. A price which reflects a Company valuation of €2,100,000 - €3,500,000 (depending on the specific convertible note)

- b) On conversion triggered by the maturity date arriving prior to a minimum equity financing specified above, the conversion price per share shall be equal to the lower of:
 - i. 80% of the price per share determined by a valuation of the Company on the Maturity Date; or
 - ii. A price which reflects a Company valuation of €2,100,000 - €3,500,000 (depending on the specific convertible note).

Maturity is as follows:

Maturity date August 31, 2016	66,000
Maturity date March 31, 2016 ⁽¹⁾	95,000
No maturity trigger ⁽²⁾	25,000
	<hr/>
	186,000
	<hr/>

(1) The parties came to an agreement to defer the maturity of these convertible notes. €70,000 of these notes is currently in the process of being converted to 643 shares. The balance of €25,000 is pending closing of the transaction contemplated in the Letter of Intent signed with Petro Basin Energy Corp. (see subsequent event below), and will repayable in full plus accrued interest.

(2) Principal and accrued interest on this convertible note is repayable in full at maturity, March 31, 2016. The Company and the lender have agreed to defer repayment until additional investment funding is received.

The €148,200 convertible notes issued in 2016 were issued by way of a crowdfund campaign culminating in June 2016. The notes bear interest at 8% per annum and convert to shares at a discount of 15% of market value. No third party equity finance trigger exists and the maturity date is June 2019. It was determined that there is no equity component associated with these convertible notes.

Loans Payable

As of June 30, 2016 StartMonday had outstanding loans of €130,488, comprised of instalment loans of €50,000 and short-term loans of €12,000 (of which €10,000 is due to a related party), due June 30, 2016 and bearing interest at 6% per annum; and bridging loans of €68,488. Under the terms of the LOI signed on March 31, 2016 (see subsequent events below), the investors shall arrange a minimum of \$50,000 Canadian per month for working capital until closure of the deal. The amount above represents two instalments of this facility. This loan will mature on completion of the deal and will be resolved as part of the final refinancing agreements.

Outlook, Risks and Uncertainties

The Company has funded ongoing operations primarily from proceeds on the issuance of convertible notes and other loans, advances from related parties, and the issuance of shares. The Company's continuing operations and its financial success is dependent upon the extent to which it can successfully raise the capital to implement its future plans and ultimately on generating sufficient revenue to attain profitable operations. These factors indicate the existence of an uncertainty that may cast doubt about the Company's ability to continue as a going concern.

Related Party Transactions

Through the normal course of business, the following related party transactions occurred during the six months ended June 30, 2016:

- StartMonday owns 100% of the common shares of its subsidiaries StartMonday Innovations Limited and StartMonday B.V. All material intercompany transactions between the Company and its subsidiaries have been eliminated on consolidation.
- The Company paid or accrued consulting fees of €8,250 to Andrew Evans, Chief Product Officer of the Company (2015 - €18,593). As at June 30, 2016, the Company owed Andrew Evans €10,000 in loans payable. At June 30, 2016, trade and other payables included €32,670 due to Andrew Evans;
- The Company paid or accrued salaries of €28,915 to Ray Gibson, CEO of the Company (2015 - €17,400);
- The Company paid or accrued professional fees to a consulting firm for the services of Mike Thome, CFO of the Company of €1,785 (2015 - €0), which was included in trade and other payables at June 30, 2016.

Financial Instruments

The Company's financial assets include cash, and amounts receivable. The carrying value of cash and amounts receivable approximates their fair value due to their short term to maturity.

The Company's financial liabilities include bank indebtedness, trade and other payables, convertible notes and other loans payable. The carrying value of these items approximates their fair value due to their immediate or short term to maturity.

Financial Risk Factors

Credit risk

The Company's amounts receivable consists of VAT and wage subsidies receivable from the government of the Netherlands, and trade receivables from third parties pertaining to revenue. The Company's maximum exposure to credit risk is the carrying value of its financial assets. Management believes that the Company is not subject to significant risk with respect to credit risk.

Liquidity risk

As at June 30, 2016, the Company had cash of \$nil and current liabilities of €478,837. As such, the Company has insufficient cash to fund corporate overhead costs and the repayment of the Company's obligations for the next year and is exposed to liquidity risk.

Interest rate risk

The Company's bank indebtedness or cash is held in interest bearing accounts and there is currently minimal interest rate risk. The Company's liabilities bear interest at fixed rates. As a result, a 1% fluctuation in market interest rates would insignificantly impact net loss.

Foreign currency risk

The Company is exposed to foreign currency risk to the extent that monetary assets and liabilities held by the Company are not denominated in Euros. At June 30, 2016, the Company is not exposed to foreign currency risk as all balances are denominated in Euros. The Company incurs expenditures in the Sterling Pound and United States dollars; however, these transactions are minimal.

Off-Balance Sheet Transactions

The Company has not entered into any off-balance sheet arrangements.

Critical Accounting Estimates

The preparation of the condensed interim consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

The areas involving accounting estimates and assumptions for the Company include amortization of intangible assets, going concern and income taxes.

Future Accounting Changes

New Standards, interpretations, amendments, and improvements to existing standards not yet effective and not yet adopted by the Company are disclosed in the Company's audited consolidated financial statements for the year ended December 31, 2015 in Note 4 therein. There have been no changes to the accounting policies applied to the Company's financial statements for the six month period ended June 30, 2016.

Subsequent events

Conversion of Convertible Notes

Subsequent to June 30, 2016, the Company and the lenders of the convertible notes came to an agreement to convert outstanding convertible notes with a principal amount of €309,200. Pursuant to non-dilution agreements held with certain shareholders, new share issues will be made totalling 1,358 shares at par.

Centennial Acquisitions Corp.

On March 31, 2016 the Company signed a letter of intent ("the LOI") with Petro Basin Energy Corp. ("Petro Basin"), a publicly traded company listed on the NEX board of the TSX Venture Exchange. Under the terms of the LOI, the Company's shareholders agree to transfer their shares of the Company to Centennial Acquisitions Corp. ("Centennial"), currently a wholly owned subsidiary of Petro Basin, in

exchange for an aggregate of 30,000,000 shares of Centennial such that upon closing, and prior to the completion of a financing described below, the shareholders of the Company would hold, in aggregate, approximately 69.3% of the then outstanding shares of Centennial calculated on a non-diluted basis. The LOI was superseded by a Share Exchange Agreement executed on July 8, 2016.

Pursuant to the terms of the LOI, Petro Basin will cause Centennial to be spun out to its shareholders (the "Spin-Out") in advance of the completion of the transaction, and as a result thereof, Centennial will become a reporting issuer on the Canadian Securities Exchange ("CSE").

In conjunction with the transaction, Petro Basin will arrange for a financing ("Financing") by way of a brokered private placement of not less than 6,000,000 subscription receipts of Centennial at a price of \$0.25 Canadian per subscription receipt, for gross proceeds of not less than \$1,500,000 Canadian. Each subscription receipt will be exchangeable for one common share of Centennial and one half of one common share purchase warrant, each whole warrant being exercisable at a price of \$0.40 Canadian per common share of Centennial for a period of 12 months from the closing date of the Transaction. Under the terms of the LOI, Centennial or the Investment Group shall arrange a minimum of \$50,000 Canadian per month to provide working capital to the Company until Closing. \$100,000 financing has been provided as of June 30, 2016 and is included in Loans Payable as noted above

The transfer of the Company shares and the issuance of the Centennial shares, in exchange therefore, 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. In addition to any restrictions on transfer imposed by applicable securities laws, certain of the Centennial shares may be required to be held in escrow in accordance with the policies of the CSE.

Forward-looking Statements

This MD&A contains "forward-looking information" which may include, but is not limited to, statements with respect to the future financial or operating performances of StartMonday; revenues; the closing of the Petro Basin Energy Corp. transaction; the timing and amount of estimated future operating, capital and development expenditures; requirements for additional capital; government regulation; limitations of insurance coverage and the timing and possible outcome of litigation and regulatory matters; the ability to attract and retain personnel; labour relations; the ability to engage and retain outside contractors, experts and other advisors and their efforts and abilities; and currency exchange rates in particular the Canadian dollar relative to the Euro. Often, but not always, forward-looking information can be identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates", or "believes", or variations (including negative variations) of such words and phrases, or state that certain actions, events or results "may", "could", "would", "might", or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of StartMonday to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Such factors include, among others, those factors discussed in the section entitled "Outlook, Risks and Uncertainties" in this MD&A. Although StartMonday has attempted to identify important factors that could cause actual actions,

events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results to differ from those anticipated, estimated or intended. Forward-looking statements contained herein are made as of the date of this MD&A based on the opinions and estimates of management, and StartMonday disclaims any obligation to update any forward-looking statements, whether as a result of new information, estimates or opinions, future events or results or otherwise. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, potential investors should not place undue reliance on forward-looking statements.

APPENDIX "C"

Resulting Issuer Pro Forma Financial Statements for the period ended June 30, 2016

Pro forma Consolidated Financial statements of

CENTENNIAL ACQUISITIONS CORP.

(Unaudited – Prepared by Management)

Expressed in Canadian Dollars

For the period ended June 30, 2016

CENTENNIAL ACQUISITIONS CORP.

Pro Forma Consolidated Statement of Financial Position

As at June 30, 2016

(Unaudited)

(Expressed in Canadian Dollars)

	Centennial as at June 30, 2016	StartMonday as at June 30, 2016	Pro Forma Adjustments	Notes	Pro Forma Consolidated
Assets					
Current assets:					
Cash			\$ 1,500,000	4(iii)	
	\$ 60,665	\$ 41,572	(105,000)	4(iii)	\$ 1,497,237
Accounts receivable	-	45,255	-		45,255
Interest receivable	31	-	(31)	4(ii)	-
Note receivable	100,000	-	(100,000)	4(ii)	-
Prepaid expenses	15,000	-	-		15,000
	175,696	86,827	1,294,969		1,557,492
Intellectual Assets					
Intellectual property	-	470,918	-		470,918
Investment in StartMonday	-	-	7,500,000	4(i)	-
	-	-	(7,500,000)	4(i)	-
	\$ 175,696	\$ 557,745	\$ 1,294,969		\$ 2,028,410
Liabilities and Shareholders' Equity					
Current liabilities:					
Trade payable and accrued liabilities			\$ (31)	4(ii)	
	\$ 30,310	\$ 233,036	50,000	4(iv)	\$ 313,315
Convertible notes	-	266,984	-		266,984
Loans payable	-	187,302	(100,000)	4(ii)	87,302
	30,310	687,322	(50,031)		667,601
Convertible notes	-	212,727	-		212,727
	30,310	900,049	(50,031)		880,328
Shareholders' equity:					
Share capital			1,500,000	4(iii)	
			(105,000)	4(iii)	
			7,500,000	4(i)	
	246,550	151	(246,550)	4(i)	8,895,151
Subscriptions receivable	(1,000)	-	1,000	4(i)	-
Accumulated other comprehensive income	-	25,276	-		25,276
Contributed surplus	-	475,278	-		475,278
Deficit			100,164	4(i)	
			(50,000)	4(iv)	
	(100,164)	(843,009)	(7,354,614)	4(i)	(8,247,623)
	145,386	(342,304)	1,345,000		1,148,082
	\$ 175,696	\$ 557,745	\$ 1,294,969		\$ 2,028,410

CENTENNIAL ACQUISITIONS CORP.

Pro Forma Consolidated Statement of Loss and Comprehensive Loss

For the six month period ended June 30, 2016

(Unaudited)

(Expressed in Canadian Dollars)

	Centennial for the period at inception of April 12, 2016 to June 30, 2016	StartMonday for the six months ended June 30, 2016	Pro Forma Adjustments	Notes	Pro Forma Consolidated
Revenue	\$ -	\$ 19,429	\$ -		\$ 19,429
Expenses:					
Salaries and consultancy fees	2,100	57,636	-		59,736
Advertising and marketing	-	4,071	-		4,071
Occupancy	-	1,430	-		1,430
Legal and Professional fees	53,210	42,768	50,000	4(iv)	145,978
Amortization	-	33,214	-		33,214
Software services	-	4,471	-		4,471
Travel	19,849	11,038	-		30,887
Telephone	-	2,225	-		2,225
Finance costs	286	28,383	(30)	4(ii)	28,639
Transaction costs	24,749	-	7,354,614	4(i)	7,379,363
Other	-	5,114	-		5,114
Interest income	(30)	-	30	4(ii)	-
	100,164	190,350	7,404,614		7,695,128
Loss and comprehensive loss for the period	\$ (100,164)	\$ (170,921)	\$(7,404,614)		\$ (7,675,699)

CENTENNIAL ACQUISITIONS CORP.

Notes to the Pro Forma Consolidated Financial Statements
For the six month period ended June 30, 2016
(Unaudited)
(Expressed in Canadian dollars)

1. Basis of Presentation

Centennial Acquisitions Corp. (the "Company" of "Centennial") was incorporated as a private company by Certificate of Incorporation issued pursuant to the provisions of the British Columbia Business Corporations Act on April 12, 2016. The Company's head office and registered and records office address is 1100 – 888 Dunsmuir Street, Vancouver, BC, Canada, V6E 3K4.

During the period ending June 30, 2016, the Company entered into a letter of intent with StartMonday Holding B.V. ("StartMonday"). Upon completion of the transaction the Company will be engaged in candidate selection solutions for employers in the retail and hospitality sectors. This will develop into a broad-based jobs platform with job advertising fees.

The unaudited pro forma consolidated financial statements of the Company as at and for the period from inception at April 12, 2016 to June 30, 2016 have been prepared by management of the Company in accordance with International Financial Reporting Standards ("IFRS"), for illustrative purposes only, after giving effect to the Transaction between the Company and StartMonday. The unaudited pro forma consolidated statement of financial position has been prepared from information derived from and should be read in conjunction with the following:

- The audited financial statements of the Centennial as at and for the period from inception at April 12, 2016 to June 30, 2016;
- The unaudited financial statements of StartMonday as at and for the six month period ended June 30, 2016.

StartMonday is the acquiring company and its assets and liabilities, equity and historical operating results are included at their historical carrying values, and the net assets of the Centennial will be recorded at fair value as at the date of the transaction. Transaction costs that were incurred in connection with the transaction, other than costs associated with the financings, have been expensed as incurred.

It is management's opinion that the unaudited pro forma consolidated financial statements include all adjustments necessary for the fair presentation, in all material respects, of the transactions described in Note 3 in accordance with IFRS applied on a basis consistent with Centennials and StartMonday's accounting policies.

The unaudited pro forma consolidated statement of financial position is intended to reflect the financial position of the Company as if the transactions had been effected on June 30, 2016. The unaudited pro forma consolidated statement of loss and comprehensive loss is intended to reflect the results of operations of the Company as if the transactions had been effected on January 1, 2016. The unaudited pro forma consolidated financial statements are not necessarily indicative of the financial position or results of operations which would have occurred if the transaction had actually occurred on June 30, 2016 or January 1, 2016, respectively.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Pro Forma Consolidated Financial Statements
For the six month period ended June 30, 2016
(Unaudited)
(Expressed in Canadian dollars)

2. Summary of Significant Accounting Policies

The unaudited pro forma consolidated financial statements have been compiled using the significant accounting policies as set out in the audited financial statements of the Company as described in note 3 to the audited financial statements for the period ended June 30, 2016, with the exception of the following additional accounting policy:

Foreign currency transactions

Foreign currency transactions of the Company are translated into the appropriate functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of foreign currency transactions and from the translation, at period end exchange rates, of monetary assets and liabilities denominated in currencies other than the Corporation's or subsidiaries' functional currency are recognized as finance costs in the statements of loss.

The financial statements that have a different functional currency than the Company are translated to Canadian dollars at the closing rate at the date of the statements of financial position for assets and liabilities and at the exchange rate at the date of the transaction for income and expenses. The resulting changes in the carrying values on the statements of financial position are recognized in other comprehensive income as cumulative translation adjustments.

3. Proposed Transaction

On March 31, 2016 the StartMonday signed a letter of intent ("the LOI") with Petro Basin Energy Corp. ("Petro Basin"), a publicly traded company listed on the NEX board of the TSX Venture Exchange. Under the terms of the LOI, the StartMonday's shareholders agree to transfer their shares of the StartMonday to Centennial, currently a wholly owned subsidiary of Petro Basin, in exchange for an aggregate of 30,000,000 shares of Centennial such that upon closing, and prior to the completion of a financing described below, the shareholders of the StartMonday would hold, in aggregate, approximately 69.3% of the then outstanding shares of Centennial calculated on a non-diluted basis (the "transaction").

Pursuant to the terms of the LOI, Petro Basin will cause Centennial to be spun out to its shareholders (the "Spin-Out") in advance of the completion of the Transaction, and as a result thereof, Centennial will become a reporting issuer on the Canadian Securities Exchange ("CSE").

In conjunction with the Transaction, Petro Basin will arrange for a financing ("Financing") by way of a brokered private placement of not less than 6,000,000 subscription receipts of the Centennial at a price of \$0.25 Canadian per subscription receipt, for gross proceeds of not less than \$1,500,000 Canadian. Each subscription receipt will be exchangeable for one common share of Centennial and one half of one common share purchase warrant, each whole warrant being exercisable at a price of \$0.40 Canadian per common share of Centennial for a period of 12 months from the closing date of the Transaction. Under the terms of the LOI, Centennial or the Investment Group shall arrange a minimum of \$50,000 Canadian per month to provide working capital to the StartMonday until Closing.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Pro Forma Consolidated Financial Statements
For the six month period ended June 30, 2016
(Unaudited)
(Expressed in Canadian dollars)

The completion of the Transaction is subject to a number of conditions, including receipt of applicable regulatory and shareholder approvals and completion of the Transaction Financing. There can be no assurance that the Transaction will be completed as proposed or at all.

4. Pro Forma Assumptions and Adjustments

(i) Reverse Take-Over

The Transaction constitutes a reverse takeover of Centennial, as a result the unaudited As a result of the Transaction, the shareholders of StartMonday will acquire control of Centennial. The Transaction is considered a purchase of Centennial's net assets by the shareholders of StartMonday and will be accounted for as a reverse acquisition.

The Transaction will be accounted for in accordance with guidance provided in IFRS 2, "Share-Based Payment" and IFRS 3, "Business Combinations". As Centennial did not qualify as a business according to the definition in IFRS 3, this Transaction does not constitute a business combination; rather it is treated as an issuance of shares by StartMonday for the net assets of Centennial and the Company's future listing status

The purchase price is allocated as follows:

	Amount
Fair value of Centennial shares (30,000,000 common shares at \$0.25 per share)	\$ 7,500,000
Net Assets (Liabilities) of the Company:	
Cash	60,665
Interest receivable	31
Note receivable	100,000
Prepaid expenses	15,000
Trade and other payables	(30,310)
	145,386
Transaction expense	\$ 7,354,614

(1) Upon completion of the transactions, the note receivable and interest receivable made by Centennial to StartMonday will be eliminated.

(ii) Note and Interest Receivable

Upon consolidation, the note receivable and the interest receivable between Centennial and StartMonday will be eliminated.

(iii) Transaction Financing

The Company shall complete a non-brokered private placement of 6,000,000 units for estimated gross proceeds of \$1,500,000 wherein each unit will be issued at a price of \$0.25 and comprising one common share of the Company and a common share purchase warrant that entitles the holder to acquire an additional half common share at a price of \$0.40 for a period of one year from the date of issuance. A fair value of nil was estimated with respect to these share purchase warrants using the residual value method.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Pro Forma Consolidated Financial Statements
For the six month period ended June 30, 2016
(Unaudited)
(Expressed in Canadian dollars)

In connection with the Transaction Financing, it is estimated that finders' fees totaling \$105,000 will be paid in cash representing 7% of the gross proceeds raised from their efforts.

(iv) Transaction Costs

Direct transaction costs, in addition to the amounts incurred to June 30, 2016, are estimated to be \$50,000 with respect to legal, audit and accounting related, and financial advisory fees. These costs have been expensed.

5. Pro Forma Share Capital

The number of common shares issued and outstanding after giving effect to the assumptions and pro forma adjustments discussed in note 4 is as follows:

	Note	Number	Amount
Centennial common shares issued and outstanding at June 30, 2016		13,287,459	\$ 246,550
StartMonday common shares issued and outstanding at June 30, 2016		10,000	151
Adjustment for transaction	4(i)	(10,000)	(246,550)
Common shares issued pursuant to transaction		30,000,000	7,500,000
Common shares issued pursuant to financing	4(iii)	6,000,000	1,395,000
		49,287,459	\$ 8,895,151

5. Foreign Exchange

The unaudited financial statements of StartMonday are reported in Euros. Below is a schedule that translates the financial statements of StartMonday as at June 30, 2016 and for the six month period then ended into Canadian dollars ("CAD"). The statement of financial position was translated from Euro to CAD at the June 30, 2016 exchange rate of 1.4354. The statement of loss and comprehensive loss for the six month period ended June 30, 2016 was translated from Euro to CAD at the period end average of 1.4854.

CENTENNIAL ACQUISITIONS CORP.

Notes to the Pro Forma Consolidated Financial Statements

For the six month period ended June 30, 2016

(Unaudited)

(Expressed in Canadian dollars)

	StartMonday as at June 30, 2016 (Euro)	StartMonday as at June 30, 2016 (CAD)
Assets		
Current assets:		
Cash	\$ 28,962	\$ 41,572
Accounts receivable	31,528	45,255
	60,490	86,827
Intellectual Assets		
Intellectual property	328,074	470,918
	\$ 388,564	\$ 557,745
Liabilities and Shareholders' Deficiency		
Current liabilities:		
Trade payable and accrued liabilities	\$ 162,349	\$ 233,036
Convertible notes	186,000	266,984
Loans payable	130,488	187,302
	478,837	687,322
Convertible notes	148,200	212,727
	627,037	900,049
Shareholders' deficiency:		
Share capital	100	151
Accumulated other comprehensive income	-	25,276
Contributed surplus	342,869	475,278
Deficit	(581,442)	(843,009)
	(238,473)	(342,304)
	\$ 388,564	\$ 557,745
Revenue		
	\$ 13,080	\$ 19,429
Expenses:		
Salaries and consultancy fees	38,802	57,636
Advertising and marketing	2,741	4,071
Occupancy	963	1,430
Legal and Professional fees	28,792	42,768
Amortization	22,360	33,214
Software services	3,010	4,471
Travel	7,431	11,038
Telephone	1,498	2,225
Finance costs	19,108	28,383
Other	3,442	5,114
	128,147	190,350
Loss and comprehensive loss for the period	\$ (115,067)	\$ (170,921)

APPENDIX "D"
SHARE EXCHANGE AGREEMENT

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.

APPENDIX "E"
STOCK OPTION PLAN

CENTENNIAL ACQUISITIONS CORP.

STOCK OPTION PLAN

DATED FOR REFERENCE JULY 8, 2016

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STOCK OPTION PLAN

SECTION 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

As used herein, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings set forth below:

- (a) “**Administrator**” means such Executive or Employee of the Company as may be designated as Administrator by the Committee from time to time, or, if no such person is appointed, the Committee itself.
- (b) “**Associate**” means, where used to indicate a relationship with any person:
 - (i) any relative, including the spouse of that person or a relative of that person's spouse, where the relative has the same home as the person;
 - (ii) any partner, other than a limited partner, of that person;
 - (iii) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity; and
 - (iv) any corporation of which such person beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the corporation.
- (c) “**Black-Out**” means a restriction imposed by the Company on all or any of its directors, officers, employees, insiders or persons in a special relationship whereby they are to refrain from trading in the Company's securities until the restriction has been lifted by the Company.
- (d) “**Board**” means the board of directors of the Company.
- (e) “**Change of Control**” means an occurrence when either:
 - (i) a Person or Entity, other than the current “control person” of the Company (as that term is defined in the *Securities Act*), becomes a “control person” of the Company; or
 - (ii) a majority of the directors elected at any annual or extraordinary general meeting of shareholders of the Company are not individuals nominated by the Company's then-incumbent Board.

- (f) “**Committee**” means a committee of the Board to which the responsibility of approving the grant of stock options has been delegated, or if no such committee is appointed, the Board itself.
- (g) “**Company**” means Centennial Acquisitions Corp.
- (h) “**Consultant**” means an individual who:
 - (i) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Company or any Subsidiary other than services provided in relation to a “distribution” (as that term is described in the *Securities Act*);
 - (ii) provides the services under a written contract between the Company or any Subsidiary and the individual or a Consultant Entity (as defined in clause (h)(v) below);
 - (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any Subsidiary; and
 - (iv) has a relationship with the Company or any Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Company or is otherwise permitted by applicable Regulatory Rules to be granted Options as a Consultant or as an equivalent thereof,

and includes:

- (i) a corporation of which the individual is an employee or shareholder or a partnership of which the individual is an employee or partner (a “**Consultant Entity**”); or
 - (ii) an RRSP or RRIF established by or for the individual under which he or she is the beneficiary.
 - (iii) “**Disability**” means a medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months, and which causes an individual to be unable to engage in any substantial gainful activity, or any other condition of impairment that the Committee, acting reasonably, determines constitutes a disability.
- (a) “**Employee**” means:
 - (i) an individual who works full-time or part-time for the Company or any Subsidiary and such other individual as may, from time to time, be permitted by applicable Regulatory Rules to be granted Options as an employee or as an equivalent thereto; or

- (ii) an individual who works for the Company or any Subsidiary either full-time or on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or any Subsidiary over the details and methods of work as an employee of the Company or any Subsidiary, but for whom income tax deductions are not made at source,

and includes:

- (i) a corporation wholly-owned by such individual; and
 - (ii) any RRSP or RRIF established by or for such individual under which he or she is the beneficiary.
- (b) **“Exchange”** means the stock exchange upon which the Company’s shares principally trade.
- (c) **“Executive”** means an individual who is a director or officer of the Company or a Subsidiary, and includes:
- (i) a corporation wholly-owned by such individual; and
 - (ii) any RRSP or RRIF established by or for such individual under which he or she is the beneficiary.
- (d) **“Exercise Notice”** means the written notice of the exercise of an Option, in the form set out as Schedule B hereto, or by written notice in the case of uncertificated Shares, duly executed by the Option Holder.
- (e) **“Exercise Period”** means the period during which a particular Option may be exercised and is the period from and including the Grant Date through to and including the Expiry Time on the Expiry Date provided, however, that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.
- (f) **“Exercise Price”** means the price at which an Option is exercisable as determined in accordance with section 5.3.
- (g) **“Expiry Date”** means the date the Option expires as set out in the Option Certificate or as otherwise determined in accordance with sections 5.4, 6.2, 6.3, 6.4 or 11.4.
- (h) **“Expiry Time”** means the time the Option expires on the Expiry Date, which is 4:00 p.m. local time in Vancouver, British Columbia on the Expiry Date.
- (i) **“Grant Date”** means the date on which the Committee grants a particular Option, which is the date the Option comes into effect provided however that no Option

can be exercised unless and until all necessary Regulatory Approvals have been obtained.

- (j) “**Insider**” means an insider as that term is defined in the *Securities Act*.
- (k) “**Market Value**” means the market value of the Shares as determined in accordance with section 5.3.
- (l) “**Option**” means an incentive share purchase option granted pursuant to this Plan entitling the Option Holder to purchase Shares of the Company.
- (m) “**Option Certificate**” means the certificate, in substantially the form set out as Schedule A hereto, evidencing the Option.
- (n) “**Option Holder**” means a Person or Entity who holds an unexercised and unexpired Option or, where applicable, the Personal Representative of such person.
- (o) “**Outstanding Issue**” means the number of Shares that are outstanding (on a non-diluted basis) immediately prior to the Share issuance or grant of Option in question.
- (p) “**Person or Entity**” means an individual, natural person, corporation, government or political subdivision or agency of a government, and where two or more persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such partnership, limited partnership, syndicate or group shall be deemed to be a Person or Entity.
- (q) “**Personal Representative**” means:
 - (i) in the case of a deceased Option Holder, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and
 - (ii) in the case of an Option Holder who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Option Holder.
- (r) “**Plan**” means this stock option plan as from time to time amended.
- (s) “**Pre-Existing Options**” has the meaning ascribed thereto in section 4.1.
- (t) “**Regulatory Approvals**” means any necessary approvals of the Regulatory Authorities as may be required from time to time for the implementation, operation or amendment of this Plan or for the Options granted from time to time hereunder.

- (u) “**Regulatory Authorities**” means all organized trading facilities on which the Shares are listed, and all securities commissions or similar securities regulatory bodies having jurisdiction over the Company, this Plan or the Options granted from time to time hereunder.
- (v) “**Regulatory Rules**” means all corporate and securities laws, regulations, rules, policies, notices, instruments and other orders of any kind whatsoever which may, from time to time, apply to the implementation, operation or amendment of this Plan or the Options granted from time to time hereunder including, without limitation, those of the applicable Regulatory Authorities.
- (w) “**Securities Act**” means the *Securities Act* (British Columbia), RSBC 1996, c.418 as from time to time amended.
- (x) “**Share**” or “**Shares**” means, as the case may be, one or more common shares without par value in the capital stock of the Company.
- (y) “**Subsidiary**” means a wholly-owned or controlled subsidiary corporation of the Company.
- (z) “**Triggering Event**” means:
 - (i) the proposed dissolution, liquidation or wind-up of the Company;
 - (ii) a proposed merger, amalgamation, arrangement or reorganization of the Company with one or more corporations as a result of which, immediately following such event, the shareholders of the Company as a group, as they were immediately prior to such event, are expected to hold less than a majority of the outstanding capital stock of the surviving corporation;
 - (iii) the proposed acquisition of all or substantially all of the issued and outstanding shares of the Company by one or more Persons or Entities;
 - (iv) a proposed Change of Control of the Company;
 - (v) the proposed sale or other disposition of all or substantially all of the assets of the Company; or
 - (vi) a proposed material alteration of the capital structure of the Company which, in the opinion of the Committee, is of such a nature that it is not practical or feasible to make adjustments to this Plan or to the Options granted hereunder to permit the Plan and Options granted hereunder to stay in effect.
- (aa) “**Vest**” or “**Vesting**” means that a portion of the Option granted to the Option Holder which is available to be exercised by the Option Holder at any time and from time to time.

1.2 **Choice of Law**

The Plan is established under, and the provisions of the Plan shall be subject to and interpreted and construed solely in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction. The Company and each Option Holder hereby attorn to the jurisdiction of the Courts of British Columbia.

1.3 **Headings**

The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

SECTION 2 GRANT OF OPTIONS

2.1 **Grant of Options**

The Committee shall, from time to time in its sole discretion, grant Options to such Persons or Entities and on such terms and conditions as are permitted under this Plan.

2.2 **Record of Option Grants**

The Committee shall be responsible to maintain a record of all Options granted under this Plan and such record shall contain, in respect of each Option:

- (a) the name and address of the Option Holder;
- (b) the category (Executive, Employee or Consultant) under which the Option was granted to him, her or it;
- (c) the Grant Date and Expiry Date of the Option;
- (d) the number of Shares which may be acquired on the exercise of the Option and the Exercise Price of the Option;
- (e) the vesting and other additional terms, if any, attached to the Option; and
- (f) the particulars of each and every time the Option is exercised.

2.3 **Effect of Plan**

All Options granted pursuant to the Plan shall be subject to the terms and conditions of the Plan notwithstanding the fact that the Option Certificates issued in respect thereof do not expressly contain such terms and conditions but instead incorporate them by reference to the Plan. The Option Certificates will be issued for convenience only and in the case of a dispute with regard to any matter in respect thereof, the provisions of the Plan and the records of the Company shall

prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.

SECTION 3 PURPOSE AND PARTICIPATION

3.1 Purpose of Plan

The purpose of the Plan is to provide the Company with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants to contribute toward the long term goals of the Company, and to encourage such individuals to acquire Shares of the Company as long term investments.

3.2 Participation in Plan

The Committee shall, from time to time and in its sole discretion, determine those Executives, Employees and Consultants to whom Options are to be granted.

3.3 Limits on Option Grants

The following limitations shall apply to the Plan and all Options thereunder:

- (a) the maximum number of Options which may be granted to any one Option Holder under the Plan within any 12 month period shall be 5% of the Outstanding Issue (unless the Company has obtained disinterested shareholder approval if required by Regulatory Rules);
- (b) if required by Regulatory Rules, disinterested shareholder approval is required to the grant to Insiders, within a 12 month period, of a number of Options which, when added to the number of outstanding incentive stock options granted to Insiders within the previous 12 months, exceed 10% of the issued Shares;
- (c) with respect to section 5.1, the Expiry Date of an Option shall be no later than the tenth anniversary of the Grant Date of such Option;
- (d) the maximum number of Options which may be granted to any one Consultant within any 12 month period must not exceed 2% of the Outstanding Issue; and
- (e) the maximum number of Options which may be granted within any 12 month period to Employees or Consultants engaged in investor relations activities must not exceed 2% of the Outstanding Issue and such options must vest in stages over 12 months with no more than 25% of the Options vesting in any three month period, and such limitation will not be an amendment to this Plan requiring the Option Holders consent under section 9.2 of this Plan.

3.4 **Notification of Grant**

Following the granting of an Option, the Administrator shall, within a reasonable period of time, notify the Option Holder in writing of the grant and shall enclose with such notice the Option Certificate representing the Option so granted. In no case will the Company be required to deliver an Option Certificate to an Option Holder until such time as the Company has obtained all necessary Regulatory Approvals for the grant of the Option.

3.5 **Copy of Plan**

Each Option Holder, concurrently with the notice of the grant of the Option, shall be provided with a copy of the Plan. A copy of any amendment to the Plan shall be promptly provided by the Administrator to each Option Holder.

3.6 **Limitation on Service**

The Plan does not give any Option Holder that is an Executive the right to serve or continue to serve as an Executive of the Company or any Subsidiary, nor does it give any Option Holder that is an Employee or Consultant the right to be or to continue to be employed or engaged by the Company or any Subsidiary.

3.7 **No Obligation to Exercise**

Option Holders shall be under no obligation to exercise Options.

3.8 **Agreement**

The Company and every Option Holder granted an Option hereunder shall be bound by and subject to the terms and conditions of this Plan. By accepting an Option granted hereunder, the Option Holder has expressly agreed with the Company to be bound by the terms and conditions of this Plan. In the event that the Option Holder receives his, her or its Options pursuant to an oral or written agreement with the Company or a Subsidiary, whether such agreement is an employment agreement, consulting agreement or any other kind of agreement of any kind whatsoever, the Option Holder acknowledges that in the event of any inconsistency between the terms relating to the grant of such Options in that agreement and the terms attaching to the Options as provided for in this Plan, the terms provided for in this Plan shall prevail and the other agreement shall be deemed to have been amended accordingly.

3.9 **Notice**

Any notice, delivery or other correspondence of any kind whatsoever to be provided by the Company to an Option Holder will be deemed to have been provided if provided to the last home address, fax number or email address of the Option Holder in the records of the Company and the Company shall be under no obligation to confirm receipt or delivery.

3.10 **Representation**

As a condition precedent to the issuance of an Option, the Company must be able to represent to the Exchange as of the Grant Date that the Option Holder is a *bona fide* Executive, Employee or Consultant of the Company or any Subsidiary.

SECTION 4 NUMBER OF SHARES UNDER PLAN

4.1 **Board to Approve Issuance of Shares**

The Committee shall approve by resolution the issuance of all Shares to be issued to Option Holders upon the exercise of Options, such authorization to be deemed effective as of the Grant Date of such Options regardless of when it is actually done. The Committee shall be entitled to approve the issuance of Shares in advance of the Grant Date, retroactively after the Grant Date, or by a general approval of this Plan.

4.2 **Number of Shares**

Subject to adjustment as provided for herein, the number of Shares which will be available for purchase pursuant to Options granted pursuant to this Plan, plus any other outstanding incentive stock options of the Company granted pursuant to a previous stock option plan or agreement, will not exceed 10% of the Outstanding Issue. If any Option expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of such expired or terminated Option shall again be available for the purposes of granting Options pursuant to this Plan.

4.3 **Fractional Shares**

No fractional shares shall be issued upon the exercise of any Option and, if as a result of any adjustment, an Option Holder would become entitled to a fractional share, such Option Holder shall have the right to purchase only the next lowest whole number of Shares and no payment or other adjustment will be made for the fractional interest.

SECTION 5 TERMS AND CONDITIONS OF OPTIONS

5.1 **Exercise Period of Option**

Subject to sections 5.4, 6.2, 6.3, 6.4 and 11.4, the Grant Date and the Expiry Date of an Option shall be the dates fixed by the Committee at the time the Option is granted and shall be set out in the Option Certificate issued in respect of such Option.

5.2 **Number of Shares Under Option**

The number of Shares which may be purchased pursuant to an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option.

5.3 **Exercise Price of Option**

The Exercise Price at which an Option Holder may purchase a Share upon the exercise of an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option. The Exercise Price shall not be less than the Market Value of the Shares as of the Grant Date. The Market Value of the Shares for a particular Grant Date shall be determined as follows:

- (a) for each organized trading facility on which the Shares are listed, Market Value will be the closing trading price of the Shares on the day immediately preceding the Grant Date, and may be less than this price if it is within the discounts permitted by the applicable Regulatory Authorities;
- (b) if the Company's Shares are listed on more than one organized trading facility, the Market Value shall be the Market Value as determined in accordance with subparagraph (a) above for the primary organized trading facility on which the Shares are listed, as determined by the Committee, subject to any adjustments as may be required to secure all necessary Regulatory Approvals;
- (c) if the Company's Shares are listed on one or more organized trading facilities but have not traded during the ten trading days immediately preceding the Grant Date, then the Market Value will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee; and
- (d) if the Company's Shares are not listed on any organized trading facility, then the Market Value will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee to be the fair value of the Shares, taking into consideration all factors that the Committee deems appropriate, including, without limitation, recent sale and offer prices of the Shares in private transactions negotiated at arms' length. Notwithstanding anything else contained herein, in no case will the Market Value be less than the minimum prescribed by each of the organized trading facilities that would apply to the Company on the Grant Date in question.

5.4 **Termination of Option**

Subject to such other terms or conditions that may be attached to Options granted hereunder, an Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no effect as of the Expiry Time on the Expiry Date. The Expiry Date of an Option shall be the earlier of the date so fixed by the Committee at the

time the Option is granted as set out in the Option Certificate and the date established, if applicable, in paragraphs (a) or (b) below or sections 6.2, 6.3, 6.4, or 11.4 of this Plan:

- (a) *Ceasing to Hold Office* - In the event that the Option Holder holds his or her Option as an Executive and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise determined by the Committee and expressly provided for in the Option Certificate, the 30th day following the date the Option Holder ceases to hold such position unless the Option Holder ceases to hold such position as a result of:
- (i) ceasing to meet the qualifications set forth in the corporate legislation applicable to the Company;
 - (ii) a special resolution having been passed by the shareholders of the Company removing the Option Holder as a director of the Company or any Subsidiary; or
 - (iii) an order made by any Regulatory Authority having jurisdiction to so order,

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position; OR

- (b) *Ceasing to be Employed or Engaged* - In the event that the Option Holder holds his or her Option as an Employee or Consultant and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise determined by the Committee and expressly provided for in the Option Certificate, the 30th day following the date the Option Holder ceases to hold such position, unless the Option Holder ceases to hold such position as a result of:
- (i) termination for cause;
 - (ii) resigning his or her position; or
 - (iii) an order made by any Regulatory Authority having jurisdiction to so order,

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position.

In the event that the Option Holder ceases to hold the position of Executive, Employee or Consultant for which the Option was originally granted, but comes to hold a different position as an Executive, Employee or Consultant prior to the expiry of the Option, the Committee may, in its sole discretion, choose to permit the Option to stay in place for that Option Holder with such Option then to be treated as being held by that Option Holder in his or her new position and such will not be considered to be an amendment to the Option in question requiring the consent of the Option Holder under section 9.2 of this Plan. Notwithstanding anything else contained herein, in no case will an Option be exercisable later than the Expiry Date of the Option.

5.5 **Vesting of Option and Acceleration**

The vesting schedule for an Option, if any, shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option. The Committee may elect, at any time, to accelerate the vesting schedule of one or more Options including, without limitation, on a Triggering Event, and such acceleration will not be considered an amendment to the Option in question requiring the consent of the Option Holder under section 9.2 of this Plan.

5.6 **Additional Terms**

Subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, the Committee may attach additional terms and conditions to the grant of a particular Option, such terms and conditions to be set out in a schedule attached to the Option Certificate. The Option Certificates will be issued for convenience only, and in the case of a dispute with regard to any matter in respect thereof, the provisions of this Plan and the records of the Company shall prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.

SECTION 6 TRANSFERABILITY OF OPTIONS

6.1 **Non-transferable**

Except as provided otherwise in this section 6, Options are non-assignable and non-transferable.

6.2 **Death of Option Holder**

In the event of the Option Holder's death, any Options held by such Option Holder shall pass to the Personal Representative of the Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of one year following the date of death and the applicable Expiry Date.

6.3 **Disability of Option Holder**

If the employment or engagement of an Option Holder as an Employee or Consultant or the position of an Option Holder as a director or officer of the Company or a Subsidiary is terminated by the Company by reason of such Option Holder's Disability, any Options held by such Option Holder shall be exercisable by such Option Holder or by the Personal Representative on or before the date which is the earlier of one year following the termination of employment, engagement or appointment as a director or officer and the applicable Expiry Date.

6.4 **Disability and Death of Option Holder**

If an Option Holder has ceased to be employed, engaged or appointed as a director or officer of the Company or a Subsidiary by reason of such Option Holder's Disability and such Option Holder dies within one year after the termination of such engagement, any Options held by such Option Holder that could have been exercised immediately prior to his or her death shall pass to the Personal Representative of such Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of one year following the death of such Option Holder and the applicable Expiry Date.

6.5 **Vesting**

Unless the Committee determines otherwise, Options held by or exercisable by a Personal Representative shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

6.6 **Deemed Non-Interruption of Engagement**

Employment or engagement by the Company shall be deemed to continue intact during any military or sick leave or other *bona fide* leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Option Holder's right to re-employment or re-engagement by the Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Option Holder's re-employment or re-engagement is not so guaranteed, then his or her employment or engagement shall be deemed to have terminated on the ninety-first day of such leave.

SECTION 7 EXERCISE OF OPTION

7.1 **Exercise of Option**

An Option may be exercised only by the Option Holder or the Personal Representative of any Option Holder. An Option Holder or the Personal Representative of any Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period up to the Expiry Time on the Expiry Date by delivering to the Administrator the required Exercise Notice, or by written notice in the case of uncertificated Shares, the applicable Option Certificate and a certified cheque or bank draft or wire transfer payable to the Company or its legal counsel in an amount equal to the aggregate Exercise Price of the Shares then being purchased pursuant to the exercise of the Option. Notwithstanding anything else contained herein, Options may not be exercised during a Black-Out unless the Committee determines otherwise.

7.2 **Issue of Share Certificates**

As soon as reasonably practicable following the receipt of the notice of exercise as described in section 7.1 and payment in full for the Optioned Shares being acquired, the Administrator will direct its transfer agent to issue to the Option Holder the appropriate number of Shares in either certificate form or at the election of the Option Holder, on an uncertificated basis pursuant to the

instructions given by the Option Holder to the Administrator. If the number of Shares so purchased is less than the number of Shares subject to the Option Certificate surrendered, the Administrator shall also provide a new Option Certificate for the balance of Shares available under the Option to the Option Holder concurrent with delivery of the Shares.

7.3 **No Rights as Shareholder**

Until the date of the issuance of the certificate for the Shares purchased pursuant to the exercise of an Option, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Option, unless the Committee determines otherwise. In the event of any dispute over the date of the issuance of the Shares, the decision of the Committee shall be final, conclusive and binding.

7.4 **Tax Withholding and Procedures**

Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, an Option Holder who wishes to exercise an Option must, in addition to following the procedures set out in section 7.1 and elsewhere in this Plan, and as a condition of exercise:

- (a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or
- (b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;
- (c) and must in all other respects follow any related procedures and conditions imposed by the Company.

SECTION 8 ADMINISTRATION

8.1 **Board or Committee**

The Plan shall be administered by the Administrator with oversight by the Committee.

8.2 **Powers of Committee**

The Committee shall have the authority to do the following:

- (a) oversee the administration of the Plan in accordance with its terms;
- (b) appoint or replace the Administrator from time to time;

- (c) determine all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the Market Value;
- (d) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;
- (e) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan;
- (f) determine the duration and purposes of leaves of absence from employment or engagement by the Company which may be granted to Option Holders without constituting a termination of employment or engagement for purposes of the Plan;
- (g) do the following with respect to the granting of Options:
 - (i) determine the Executives, Employees or Consultants to whom Options shall be granted, based on the eligibility criteria set out in this Plan;
 - (ii) determine the terms of the Option to be granted to an Option Holder including, without limitation, the Grant Date, Expiry Date, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option);
 - (iii) subject to any necessary Regulatory Approvals and section 9.2, amend the terms of any Options;
 - (iv) determine when Options shall be granted; and
 - (v) determine the number of Shares subject to each Option;
- (h) accelerate the vesting schedule of any Option previously granted; and
- (i) make all other determinations necessary or advisable, in its sole discretion, for the administration of the Plan.

8.3 **Administration by Committee**

All determinations made by the Committee in good faith shall be final, conclusive and binding upon all persons. The Committee shall have all powers necessary or appropriate to accomplish its duties under this Plan.

8.4 **Interpretation**

The interpretation by the Committee of any of the provisions of the Plan and any determination by it pursuant thereto shall be final, conclusive and binding and shall not be subject to dispute by any Option Holder. No member of the Committee or any person acting pursuant to authority

delegated by it hereunder shall be personally liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Committee and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

SECTION 9 APPROVALS AND AMENDMENT

9.1 Shareholder Approval of Plan

If required by a Regulatory Authority or by the Committee, this Plan may be made subject to the approval of the shareholders of the Company as prescribed by the Regulatory Authority. If shareholder approval is required, any Options granted under this Plan prior to such time will not be exercisable or binding on the Company unless and until such shareholder approval is obtained.

9.2 Amendment of Option or Plan

Subject to any required Regulatory Approvals, the Committee may from time to time amend any existing Option or the Plan or the terms and conditions of any Option thereafter to be granted provided that where such amendment relates to an existing Option and it would:

- (a) materially decrease the rights or benefits accruing to an Option Holder; or
- (b) materially increase the obligations of an Option Holder; then, unless otherwise excepted out by a provision of this Plan, the Committee must also obtain the written consent of the Option Holder in question to such amendment. If at the time the Exercise Price of an Option is reduced the Option Holder is an Insider of the Company, the Insider must not exercise the option at the reduced Exercise Price until the reduction in Exercise Price has been approved by the disinterested shareholders of the Company, if required by the Exchange.

SECTION 10 CONDITIONS PRECEDENT TO ISSUANCE OF OPTIONS AND SHARES

10.1 Compliance with Laws

An Option shall not be granted or exercised, and Shares shall not be issued pursuant to the exercise of any Option, unless the grant and exercise of such Option and the issuance and delivery of such Shares comply with all applicable Regulatory Rules, and such Options and Shares will be subject to all applicable trading restrictions in effect pursuant to such Regulatory Rules and the Company shall be entitled to legend the Option Certificates and the certificates for the Shares or the written notice in the case of uncertificated Shares representing such Shares accordingly.

10.2 **Regulatory Approvals**

In administering this Plan, the Committee will seek any Regulatory Approvals which may be required. The Committee will not permit any Options to be granted without first obtaining the necessary Regulatory Approvals unless such Options are granted conditional upon such Regulatory Approvals being obtained. The Committee will make all filings required with the Regulatory Authorities in respect of the Plan and each grant of Options hereunder. No Option granted will be exercisable or binding on the Company unless and until all necessary Regulatory Approvals have been obtained. The Committee shall be entitled to amend this Plan and the Options granted hereunder in order to secure any necessary Regulatory Approvals and such amendments will not require the consent of the Option Holders under section 9.2 of this Plan.

10.3 **Inability to Obtain Regulatory Approvals**

The Company's inability to obtain Regulatory Approval from any applicable Regulatory Authority, which Regulatory Approval is deemed by the Committee to be necessary to complete the grant of Options hereunder, the exercise of those Options or the lawful issuance and sale of any Shares pursuant to such Options, shall relieve the Company of any liability with respect to the failure to complete such transaction.

SECTION 11 ADJUSTMENTS AND TERMINATION

11.1 **Termination of Plan**

Subject to any necessary Regulatory Approvals, the Committee may terminate or suspend the Plan. Unless earlier terminated as provided in this section 11, the Plan shall terminate on, and no more Options shall be granted under the Plan after, the tenth anniversary of the date of the Exchange's acceptance of the Plan.

11.2 **No Grant During Suspension of Plan**

No Option may be granted during any suspension, or after termination, of the Plan. Suspension or termination of the Plan shall not, without the consent of the Option Holder, alter or impair any rights or obligations under any Option previously granted.

11.3 **Alteration in Capital Structure**

If there is a material alteration in the capital structure of the Company and the Shares are consolidated, subdivided, converted, exchanged, reclassified or in any way substituted for, the Committee shall make such adjustments to this Plan and to the Options then outstanding under this Plan as the Committee determines to be appropriate and equitable under the circumstances, so that the proportionate interest of each Option Holder shall, to the extent practicable, be maintained as before the occurrence of such event. Such adjustments may include, without limitation:

- (a) a change in the number or kind of shares of the Company covered by such Options; and
- (b) a change in the Exercise Price payable per Share provided, however, that the aggregate Exercise Price applicable to the unexercised portion of existing Options shall not be altered, it being intended that any adjustments made with respect to such Options shall apply only to the Exercise Price per Share and the number of Shares subject thereto.

For purposes of this section 11.3, and without limitation, neither:

- (c) the issuance of additional securities of the Company in exchange for adequate consideration (including services); nor
- (d) the conversion of outstanding securities of the Company into Shares shall be deemed to be material alterations of the capital structure of the Company. Any adjustment made to any Options pursuant to this section 11.3 shall not be considered an amendment requiring the Option Holder's consent for the purposes of section 9.2 of this Plan.

11.4 **Triggering Events**

Subject to the Company complying with section 11.5 and any necessary Regulatory Approvals and notwithstanding any other provisions of this Plan or any Option Certificate, the Committee may, without the consent of the Option Holder or Holders in question:

- (a) cause all or a portion of any of the Options granted under the Plan to terminate upon the occurrence of a Triggering Event; or
- (b) cause all or a portion of any of the Options granted under the Plan to be exchanged for incentive stock options of another corporation upon the occurrence of a Triggering Event in such ratio and at such exercise price as the Committee deems appropriate, acting reasonably.

Such termination or exchange shall not be considered an amendment requiring the Option Holder's consent for the purpose of section 9.2 of the Plan.

11.5 Notice of Termination by Triggering Event

In the event that the Committee wishes to cause all or a portion of any of the Options granted under this Plan to terminate on the occurrence of a Triggering Event, it must give written notice to the Option Holders in question not less than 10 days prior to the consummation of a Triggering Event so as to permit the Option Holder the opportunity to exercise the vested portion of the Options prior to such termination. Upon the giving of such notice and subject to any necessary Regulatory Approvals, all Options or portions thereof granted under the Plan which the Company proposes to terminate shall become immediately exercisable notwithstanding any contingent vesting provision to which such Options may have otherwise been subject.

11.6 Determinations to be Made By Committee

Adjustments and determinations under this section 11 shall be made by the Committee, whose decisions as to what adjustments or determination shall be made, and the extent thereof, shall be final, binding, and conclusive.

SCHEDULE A

[Include legends prescribed by Regulatory Authorities, if required.]

CENTENNIAL ACQUISITIONS CORP.

STOCK OPTION PLAN - OPTION CERTIFICATE

This Option Certificate is issued pursuant to the provisions of the Stock Option Plan (the “**Plan**”) of Centennial Acquisitions Corp. (the “**Company**”) and evidences that ♦ [Name of Option Holder] is the holder (the “**Option Holder**”) of an option (the “**Option**”) to purchase up to ♦ common shares (the “**Shares**”) in the capital stock of the Company at a purchase price of Cdn.\$ ♦ per Share (the “**Exercise Price**”). This Option may be exercised at any time and from time to time from and including the following Grant Date through to and including up to 4:00 p.m. local time in Vancouver, British Columbia (the “**Expiry Time**”) on the following Expiry Date:

- (a) the Grant Date of this Option is ♦, 20♦; and
- (b) subject to sections 5.4, 6.2, 6.3, 6.4 and 11.4 of the Plan, the Expiry Date of this Option is ♦,20♦.

To exercise this Option, the Option Holder must deliver to the Administrator of the Plan, prior to the Expiry Time on the Expiry Date, an Exercise Notice, in the form provided in the Plan, or written notice in the case of uncertificated Shares, which is incorporated by reference herein, together with the original of this Option Certificate and a certified cheque or bank draft payable to the Company or its legal counsel in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This Option Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This Option Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail. This Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto.

[Include legends on the certificate or the written notice in the case of uncertificated shares prescribed by Regulatory Authorities, if required.]

If the Option Holder is a resident or citizen of the United States of America at the time of the exercise of the Option, the certificate(s) representing the Shares will be endorsed with the following or a similar legend:

“The securities represented hereby have not been registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”) or the securities laws of any state of the united states. The holder hereof, by purchasing such securities, agrees for the benefit of the Company that such securities may be offered, sold or otherwise transferred only (a) to the Company; (b) outside the United States in accordance with Rule 904 of Regulation S under the U.S. Securities Act; (c) in accordance with the exemption from registration under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in compliance with any applicable state securities laws; or (d) in a transaction that does not require registration under the U.S. Securities Act and any applicable state securities laws, and, in the case of paragraph (c) or (d), the seller furnishes to the Company an opinion of counsel of recognized standing in form and substance satisfactory to the Company to such effect.

The presence of this legend may impair the ability of the holder hereof to effect “good delivery” of the securities represented hereby on a Canadian stock exchange.”

CENTENNIAL ACQUISITIONS CORP.

by its authorized signatory:

The Option Holder acknowledges receipt of a copy of the Plan and represents to the Company that the Option Holder is familiar with the terms and conditions of the Plan, and hereby accepts this Option subject to all of the terms and conditions of the Plan. The Option Holder agrees to execute, deliver, file and otherwise assist the Company in filing any report, undertaking or document with respect to the awarding of the Option and exercise of the Option, as may be required by the Regulatory Authorities. The Option Holder further acknowledges that if the Plan has not been approved by the shareholders of the Company on the Grant Date, this Option is not exercisable until such approval has been obtained.

Signature of Option Holder:

Signature

Date signed:

Print Name

Address

OPTION CERTIFICATE – SCHEDULE

[Complete the following additional terms and any other special terms, if applicable, or remove the inapplicable terms or this schedule entirely.]

The additional terms and conditions attached to the Option represented by this Option Certificate are as follows:

1. The Options will not be exercisable unless and until they have vested and then only to the extent that they have vested. The Options will vest in accordance with the following:
 - (a) ◆ Shares (◆%) will vest and be exercisable on or after the Grant Date;
 - (b) ◆ additional Shares (◆%) will vest and be exercisable on or after ◆ [date];
 - (c) ◆ additional Shares (◆%) will vest and be exercisable on or after ◆ [date];
 - (d) ◆ additional Shares (◆%) will vest and be exercisable on or after ◆ [date];

2. Upon the Option Holder ceasing to hold a position with the Company, other than as a result of the events set out in paragraphs 5.4(a) or 5.4(b) of the Plan, the Expiry Date of the Option shall be ◆ **[Insert date desired that is longer or shorter than the standard 30 days as set out in the Plan]** following the date the Option Holder ceases to hold such position.

**SCHEDULE B
CENTENNIAL ACQUISITIONS CORP.
STOCK OPTION PLAN**

NOTICE OF EXERCISE OF OPTION

TO: The Administrator, Stock Option Plan
◆
◆ [Address]
(or such other address as the Company may advise)

The undersigned hereby irrevocably gives notice, pursuant to the Stock Option Plan (the “**Plan**”) of Centennial Acquisitions Corp. (the “**Company**”), of the exercise of the Option to acquire and hereby subscribes for (**cross out inapplicable item**):

- (a) all of the Shares; or
- (b) of the Shares;

which are the subject of the Option Certificate attached hereto (**attach your original Option Certificate**). The undersigned tenders herewith a certified cheque or bank draft (**circle one**) payable to the Company or to ◆ in an amount equal to the aggregate Exercise Price of the aforesaid Shares and directs the Company to issue a certificate OR a written notice in the case of uncertificated Shares evidencing said Shares in the name of the undersigned to be issued to the undersigned [in the case of issuance of a share certificate, at the following address (**provide full complete address**)]:

The undersigned acknowledges the Option is not validly exercised unless this Notice is completed in strict compliance with this form and delivered to the required address with the required payment prior to 4:00 p.m. local time in Vancouver, BC on the Expiry Date of the Option.

DATED the day ____ of _____, 20__ .

Signature of Option Holder

CERTIFICATE OF THE ISSUER

Dated: August 17, 2016

This non-offering prospectus constitutes full, true and plain disclosure of all material facts relating to the securities previously issued by the Issuer as required by the securities legislation of British Columbia, Alberta, and Ontario.

“Ray Gibson”

“Michael Thome”

Ray Gibson
Chief Executive Officer

Michael Thome
Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS OF STARTMONDAY TECHNOLOGY CORP.

Dated: August 17, 2016

“Andrew Evans”

“Morgan Tincher”

Andrew Evans
Director

Morgan Tincher
Director

ON BEHALF OF THE BOARD OF DIRECTORS OF STARTMONDAYHOLDING B.V.

Dated: August 17, 2016

“Ray Gibson”

Ray Gibson

Director

CERTIFICATE OF THE PROMOTERS

Dated: August 17, 2016

This non-offering prospectus constitutes full, true and plain disclosure of all material facts relating to the securities previously offered by the issuer as required by the securities legislation of British Columbia, Alberta, and Ontario.

“Sean Bromley”

“Ray Gibson”

Sean Bromley

Ray Gibson