Execution Version

AMALGAMATION AGREEMENT

BETWEEN

STEAMSAND CAPITAL CORP., VOTI INC.

AND

10971260 CANADA INC.

November 13, 2018

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the ___ day of November, 2018.

BETWEEN:

STEAMSAND CAPITAL CORP., a company incorporated under the laws of the Province of British Columbia (hereinafter called "**Steamsand**")

OF THE FIRST PART

- and -

VOTI INC., a body corporate incorporated under the laws of Canada (hereinafter called "**VOTI**")

OF THE SECOND PART

- and -

10971260 CANADA INC., a body corporate incorporated under the federal laws of Canada (hereinafter called "**Steamsand Subco**")

OF THE THIRD PART

WHEREAS VOTI and Steamsand are parties to a letter agreement dated July 4, 2018 (the "**Letter Agreement**") whereby the parties have agreed to complete a business combination;

AND WHEREAS VOTI and Steamsand have agreed to structure the business combination contemplated in the Letter Agreement by way of a three-cornered amalgamation in accordance with the provisions of the *Canada Business Corporations Act*;

AND WHEREAS the parties are entering into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the above premises and of the covenants, agreements, representations and warranties hereinafter contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms shall have the meanings hereinafter set forth:

"**Agency Agreement**" means the agency agreement dated August 2, 2018 entered into among VOTI and the Agents in connection with the VOTI Private Placement.

"**Agents**" means a syndicate of agents led by GMP, and includes Canaccord Genuity Corp., Desjardins Securities Inc., Echelon Wealth Partners Inc. and Industrial Alliance Securities Inc.

"**Agreement**", "**this Agreement**", "**herein**", "**hereby**", "**hereof**", "**hereunder**" and similar expressions mean or refer to this agreement and any amendments hereto.

"**Amalco**" means the amalgamated corporation to be constituted upon the completion of the Amalgamation, to be named "VOTI Inc.".

"**Amalco Shares**" means the common shares in the capital of Amalco.

"**Amalgamation**" means the amalgamation of VOTI and Steamsand Subco pursuant to Section 181 of the CBCA provided for herein to form Amalco to be effective at the Effective Time.

"**Articles of Amalgamation**" means the Articles of Amalgamation with respect to the Amalgamation.

"**Assessment**" has the meaning ascribed thereto in Section 3.2(f).

"**Assets and Properties**" with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person.

"**associate**" and "**affiliate**" have the respective meanings ascribed thereto in the *Securities Act* (British Columbia).

"**Auditors**" means such firm of chartered professional accountants as a company may from time to time appoint as independent auditors of such company.

"**BCBCA**" means the *Business Corporations Act* (British Columbia), as from time to time amended or re-enacted and includes any regulations heretofore or hereafter made pursuant thereto.

“**Business Day**” means any day other than a Saturday or Sunday or a day when banks in the cities of Vancouver, British Columbia, and Montréal, Québec are not generally open for business.

“**CBCA**” means the *Canada Business Corporations Act*, as from time to time amended or re-enacted and includes any regulations heretofore or hereafter made pursuant thereto.

“**CDS**” means CDS Clearing and Depository Services Inc.

“**Certificate of Amalgamation**” means the certificate of amalgamation for the Amalgamation issued pursuant to Section 185(4) of the CBCA.

“**Closing**” means the completion of the Amalgamation.

“**Closing Date**” means the date of the Closing, which shall be within three (3) Business Days following the later of the satisfaction or waiver of all conditions precedent to the Amalgamation or such other date as VOTI and Steamsand may collectively agree, acting reasonably.

“**Confidential Information**” means any information concerning a party to this Agreement (the “**Disclosing Party**”) or its business, properties or assets made available to another party or its representatives (the “**Receiving Party**”); provided that it does not include information which (i) is generally available to the public other than as a result of improper disclosure by the Receiving Party, or (ii) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that (to the reasonable knowledge of the Receiving Party) such source was not bound by a duty of confidentiality to the Disclosing Party or another party with respect to such information.

“**Consolidations**” means, collectively, the Steamsand Consolidation and the VOTI Consolidation.

“**Contract**” means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, purchase agreements, manufacturing, supply and distribution agreements, loan documents and security documents.

“**CPC Policy**” means Policy 2.4 - *Capital Pool Companies* of the TSX Venture.

“**Debt Instrument**” means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money.

“**Director**” has the meaning ascribed thereto in the CBCA.

“**Disclosing Party**” has the meaning ascribed thereto in the definition of “**Confidential Information**”.

“**Disclosure Documents**” has the meaning ascribed thereto in Section 4.1(e).

“**Effective Date**” means the effective date of the Amalgamation, which shall be the date of filing of the Certificate of Amalgamation.

“**Effective Time**” means the effective time of the Amalgamation on the Effective Date, being the time of filing the Articles of Amalgamation, or such other time specified in the Articles of Amalgamation.

“**Encumbrance**” means any charge, mortgage, hypothecation, lien, pledge, claim, restriction, security interest or other encumbrance whether created or arising by agreement, statute or otherwise pursuant to any applicable law, attaching to property, interests or rights and shall be construed in the widest possible terms and principles known under the laws applicable to such property, interests or rights and whether or not they constitute specific or floating charges as those terms are understood under the laws of the Province of British Columbia.

“**Escrowed Funds**” means the Escrowed Proceeds together with all interest and other income earned thereon.

“**Escrowed Proceeds**” means the gross proceeds raised from the VOTI Private Placement less certain reasonable expenses in connection therewith and subject to the terms thereof.

“**Escrow Release Conditions**” means:

(a) the completion of the Steamsand Reorganization and the VOTI Reorganization;

(b) the completion, satisfaction or waiver of all conditions precedent to the Qualifying Transaction, other than the release of the Escrowed Funds;

(c) the receipt of all shareholder, regulatory and stock exchange approvals required for the Qualifying Transaction;

(d) written confirmation from each of VOTI and Steamsand that all conditions precedent to the Qualifying Transaction have been satisfied or waived, other than release of the Escrowed Funds, and that the Qualifying Transaction shall be completed forthwith upon release of the Escrowed Funds;

(e) the distribution of the VOTI Units, the VOTI Common Shares and the VOTI Subscription Warrants underlying the VOTI Subscription Receipts being exempt from applicable prospectus requirements of applicable Securities Laws;

(f) the Agents shall be reasonably satisfied with the “bring-down” of their due diligence review with respect to the business, assets, financial condition, affairs and prospects of VOTI and its subsidiaries;

(g) the Agents shall have received the Qualifying Transaction Opinions; and

(h) the Resulting Issuer Common Shares, the Resulting Issuer Warrant Shares and the Resulting Issuer Compensation Shares being conditionally approved for listing on the TSX or, alternatively, on the TSX Venture, and the satisfaction or waiver of all conditions precedent to such listing, other than the release of the Escrowed Funds.

"**Escrow Release Date**" means the date on which all of the Escrow Release Conditions are satisfied or waived and a certain written notice executed by VOTI and GMP is delivered to TSX Trust Company providing notice of same.

"**Final Filing Statement**" means the final filing statement of Steamsand in the form prescribed by the TSX Venture pertaining to the Qualifying Transaction which shall be filed on SEDAR at least seven (7) Business Days prior to the Closing, unless abridged by the TSX Venture.

"**Finder Shares**" has the meaning ascribed thereto in Section 4.1(u).

"**GMP**" means GMP Securities L.P.

"**Governmental Entity**" means and includes any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities.

"**Governmental Licenses**" has the meaning ascribed thereto in Section 4.2(r).

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board, as applicable in Canada.

"**Indebtedness**" of any Person means all obligations of such Person:

(a) for borrowed money;

(b) evidenced by notes, bonds, debentures or similar instruments;

(c) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business);

(d) under capital and operating leases;

(e) under "vendor take-back" financing or deferred payments in connection with any acquisition; or

(f) which are guarantees of the obligations described in clauses (a) through (e) above of any other Person if secured by any or all of the Assets and Properties of the guarantor.

"**Intellectual Property**" means, collectively, all domestic and foreign intellectual property rights which pertain to the business of VOTI as it is currently conducted and contemplated of whatsoever nature, kind or description including all: (i) patent rights and utility model rights, whether registered or not; (ii) unregistered trade-marks, registered trade-marks, trade names, brand names, trade dress, logos, slogans, certification marks, other trade-mark rights and the goodwill associated with any of the foregoing; (iii) copyright and moral rights, whether registered or not; (iv) industrial designs, whether registered or not; (v) integrated circuit topographies, whether registered or not; (vi) mask works, whether registered or not; (vii) applications, registrations, renewals, continuations, extensions, divisions, reissuances, modifications, developments and extensions of any of the items listed in clauses (i) through (vi) above; (viii) trade secrets and proprietary and confidential information including patterns, plans, designs, research data, other proprietary know-how, processes, drawings, technology, inventions, formulae, specifications, performance data, quality control information, unpatented blue prints, flow sheets, equipment and parts lists, instructions, manuals, records and procedures; (ix) all intranets, extranets, domain names, website names, URLs, as well as all website design and content; (x) rights in and to any computer programs and other software including any of their versions, updates, upgrades, object and source codes, any improvement and related documentation together with all translations thereof; and (xi) all licenses, sublicenses, agreements and other contracts and commitments related to any of the foregoing.

"**Leased Premises**" means the premises which are material to VOTI and which VOTI occupies as a tenant.

"**Letter Agreement**" has the meaning ascribed thereto in the first recital of this Agreement.

"**Licensed Intellectual Property**" has the meaning ascribed thereto in Section 4.2(w).

"**Material Adverse Change**" or "**Material Adverse Effect**" with respect to Steamsand or VOTI, as the case may be, means any fact, effect, change, event, occurrence, or any development involving a change, that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flows, income or business operations of Steamsand or VOTI, as the case may be, and as a going concern, other than any change or effect resulting from (i) changes in (a) general economic conditions (whether international, national or local), (b) political conditions (including acts of war, declared or undeclared, armed hostilities and terrorism), (c) the general industry or markets in which the business of Steamsand or VOTI, as the case may be, operates or in which the products or services sold by it are used, or (d) applicable law or accounting standards, or the principles or interpretations thereof, applicable to Steamsand or VOTI, as the case may be, which do not, in each case, have a disproportionate effect on the business of Steamsand or VOTI, as the case may be, relative to other comparable Persons operating in the industries in which the business of Steamsand or VOTI, as the case may be, operates, (ii) natural disasters or pandemics, which do not have a disproportionate effect on the business of Steamsand or VOTI, as the case may be, relative to other comparable Persons operating in the industries in which the business of Steamsand or VOTI, as the case may be, operates, or (iii) the announcement or consummation of the transactions contemplated by this Agreement.

"**Option Cancellation**" means the cancellation of 400,000 Steamsand Options prior to or concurrently with the Closing;

"**Outside Time**" has the meaning ascribed thereto in Section 7.2(b).

"**Owned Intellectual Property**" has the meaning ascribed thereto in Section 4.2(w).

"**Person**" shall be broadly interpreted and shall include any individual, corporation, partnership, joint venture, association, trust or other legal entity.

"**Qualifying Transaction**" has the meaning ascribed thereto in the Agency Agreement.

"**Qualifying Transaction Opinions**" has the meaning ascribed thereto in the Agency Agreement.

"**Receiving Party**" has the meaning ascribed thereto in the definition of "**Confidential Information**".

"**Resulting Issuer**" means Steamsand as it will exist upon completion of the Amalgamation to be known as "VOTI Detection Inc. / VOTI Détection Inc.", or such similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors and shareholders of Steamsand.

"**Resulting Issuer Common Shares**" means common shares in the capital of the Resulting Issuer, including such common shares of the Resulting Issuer to be issued upon completion of the Amalgamation.

"**Resulting Issuer Compensation Options**" means the compensation options of the Resulting Issuer that will be issued in exchange for the VOTI Compensation Options upon completion of the Amalgamation.

"**Resulting Issuer Compensation Shares**" means the common shares of the Resulting Issuer issuable upon the exercise of the Resulting Issuer Compensation Options.

"**Resulting Issuer Registrar and Transfer Agent**" means TSX Trust Company and any other Person which may be appointed as registrar and transfer agent of the Resulting Issuer Common Shares from time to time.

"**Resulting Issuer Warrant Shares**" means the common shares of the Resulting Issuer issuable upon the exercise of the Resulting Issuer Warrants.

"**Resulting Issuer Warrants**" means the common share purchase warrants of the Resulting Issuer that will be issued in exchange for the VOTI Subscription Warrants upon completion of the Amalgamation.

"**Securities Laws**" means all applicable securities laws, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in applicable jurisdictions having the force of law, including the rules and published policies of the TSX Venture.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Steamsand**" means Steamsand Capital Corp., a company incorporated under the BCBCA with its head office located in Vancouver, British Columbia.

"**Steamsand Agent Warrants**" has the meaning ascribed thereto in Section 4.1(b).

"**Steamsand Business**" means the identification and evaluation of businesses and assets with a view to completing a Qualifying Transaction and, having identified and evaluated such opportunities, to negotiating an acquisition subject to acceptance by the TSX Venture.

"**Steamsand Common Shares**" means the common shares in the capital of Steamsand.

"**Steamsand Consolidation**" means a consolidation of the Steamsand Common Shares on the basis of one (1) post-consolidation Steamsand Common Share for every eighteen (18) pre-consolidation Steamsand Common Shares, which Steamsand Consolidation shall occur prior to completion of the Amalgamation, such that the number of Steamsand Common Shares outstanding immediately prior to the closing of the Qualifying Transaction shall be equal to 388,888 (subject to adjustment for permitted rounding under the BCBCA).

"**Steamsand Continuance**" means the continuance of Steamsand from the Province of British Columbia into the Federal jurisdiction of Canada in accordance with the CBCA and with the new name of "VOTI Detection Inc. / VOTI Détection Inc." (or such similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors and shareholders of Steamsand) and new registered office address of 790 Rue Bégin, Saint-Laurent, Québec, H4M 2N5.

"**Steamsand Escrow Agreement**" means an escrow agreement dated as of August 16, 2017 among Steamsand, Computershare Investor Services Inc., and certain securityholders of Steamsand.

"**Steamsand Material Contract**" has the meaning ascribed thereto in Section 4.1(o).

"**Steamsand Meeting**" means the annual and special meeting of holders of Steamsand Common Shares to approve, among other things, the Steamsand Meeting Matters, held on September 24, 2018.

"**Steamsand Meeting Matters**" means the following matters:

(a) the election of Steamsand's current directors until the earlier of (i) the close of the next annual meeting of shareholders of Steamsand and (ii) the Effective Time; and the election of the directors set out in Section 2.3(c) from the Effective Time until the close of the next annual meeting of shareholders of Steamsand;

(b) the re-appointment of Steamsand's current Auditor as the Auditor of Steamsand until the close of the next annual meeting of shareholders of Steamsand, and the authorization of the board of directors of Steamsand to fix the remuneration thereof;

(c) the approval of the Steamsand Consolidation;

(d) the approval of the Steamsand Continuance; and

(e) the adoption of a stock option plan for the Resulting Issuer.

"**Steamsand Options**" has the meaning ascribed thereto in Section 4.1(b).

"**Steamsand Reorganization**" means the following restructuring steps to occur in the following order prior to the Escrow Release Date:

(a) the cancellation of 400,000 Steamsand Options so that the number of Steamsand Options outstanding as of the date thereof is decreased from 600,000 to 200,000 Steamsand Options on a pro rata basis;

(b) the remaining 200,000 outstanding Steamsand Options and the 400,000 outstanding Steamsand Agent Warrants will be exercised, and the Finder Shares will be issued;

(c) the Steamsand Consolidation will be effected; and

(d) the Steamsand Continuance will be effected.

"**Steamsand Shareholders' Approval**" means the approval of the Steamsand Meeting Matters by the holders of Steamsand Common Shares at the Steamsand Meeting.

"**Steamsand Subco**" means 10971260 Canada Inc., a wholly-owned subsidiary of Steamsand, incorporated under the CBCA for the sole purpose of effecting the Amalgamation.

"**Taxes**" means all taxes (including income tax, sales tax, value add tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.

"**Termination Date**" means the date of termination of this Agreement in accordance with Section 7.2.

"**TSX**" means the Toronto Stock Exchange.

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

“**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

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

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

“**VOTI**” means VOTI Inc., a body corporate incorporated under the CBCA with its registered office located at 790 Rue Bégin, Saint-Laurent, Québec, H4M 2N5.

“**VOTI Business**” means the business conducted by VOTI of developing and modernizing X-ray screening platforms and detection software.

“**VOTI Common Shares**” means the common shares in the capital of VOTI.

“**VOTI Compensation Options**” means the compensation options granted in connection with the VOTI Private Placement and entitling the Agents to purchase an aggregate of 144,238 VOTI Compensation Shares or Resulting Issuer Compensation Shares, as the case may be, on a post-Consolidations basis, at $3.00 per share, each such option exercisable for one (1) VOTI Compensation Share or Resulting Issuer Compensation Share, for a period of 24 months following the Escrow Release Date.

“**VOTI Compensation Shares**” means the VOTI Common Shares issuable upon the exercise of the VOTI Compensation Options.

“**VOTI Consolidation**” means a consolidation of the VOTI Common Shares on the basis of one (1) post-consolidation VOTI Common Share for every thirty point seven zero one five nine eight four five seven three (30.7015984573) pre-consolidation VOTI Common Shares, which VOTI Consolidation shall be effected prior to completion of the Amalgamation.

“**VOTI Convertible Notes**” means the issued and outstanding convertible promissory notes of VOTI in the aggregate principal amount of $2,575,000 convertible into VOTI Units at a price of $3.00 per VOTI Unit.

“**VOTI Financial Statements**” means the audited annual financial statements of VOTI for the financial year ended October 31, 2017, prepared in accordance with IFRS and the unaudited (reviewed) interim financial statements of VOTI for the three and nine-month periods ended July 31, 2018, prepared in accordance with IFRS, in each case as will be included in the Final Filing Statement prepared and filed with the TSX Venture and on SEDAR in accordance with the CPC Policy, together with such other financial statements of VOTI (if any) as may be required to be included in the Final Filing Statement.

“**VOTI Loans**” means the outstanding loans granted by VOTI on June 30, 2017 to certain shareholders of VOTI in the aggregate principal amount of $688,000.

“**VOTI Material Agreements**” means any contract, commitment, agreement (written or oral), instrument, lease or other document (including option agreements), to which VOTI is a party or otherwise bound and which is material to VOTI, and includes (i) the Letter Agreement, (ii) the Agency Agreement; (iii) the warrant indenture among VOTI, Steamsand and TSX Trust Company dated August 2, 2018; and (iv) the subscription receipt agreement among VOTI, GMP and TSX Trust Company dated August 2, 2018.

"**VOTI Options**" means the issued and outstanding options of VOTI held by management, employees and suppliers of VOTI which will be exercisable immediately prior to the VOTI Consolidation for 143,518,092 VOTI Common Shares.

"**VOTI Private Placement**" means the brokered private placement by VOTI of VOTI Subscription Receipts for gross proceeds of $9,242,973 which was completed on August 2, 2018.

"**VOTI Reorganization**" means the following restructuring steps to occur in the following order prior to the Escrow Release Date:

(a) the VOTI Loans will be retired;

(b) the VOTI Options and the VOTI Warrants will be exercised for VOTI Common Shares, cancelled or terminated;

(c) the VOTI Consolidation will be effected such that the number of VOTI Common Shares outstanding immediately prior to the closing of the Qualifying Transaction (calculated prior to the exchange of the VOTI Subscription Receipts but assuming conversion or exercise into VOTI Common Shares of all outstanding convertible securities of VOTI other than the VOTI Compensation Options and VOTI Convertible Notes) shall be equal to 19,166,667; and

(d) the VOTI Convertible Notes will automatically be converted into VOTI Units in accordance with their terms.

"**VOTI Shareholders' Approval**" means the approval of the shareholders of VOTI of, among other things, the VOTI Consolidation and the Amalgamation.

"**VOTI Subscription Receipts**" means the subscription receipts of VOTI issued under the VOTI Private Placement, each being automatically exchangeable, without any further action on the part of the holder and without payment of additional consideration, immediately prior to the completion of the Qualifying Transaction for a VOTI Unit, upon satisfaction of the Escrow Release Conditions.

"**VOTI Subscription Warrants**" means the common share purchase warrants, each entitling the holder thereof to purchase one (1) Resulting Issuer Warrant Share at a price of $4.50 per share for a period of 36 months following the Escrow Release Date.

"**VOTI Units**" means the units of VOTI underlying the VOTI Subscription Receipts and VOTI Convertible Notes, each comprised of: (i) one (1) VOTI Common Share, and (ii) one-half (½) of one (1) VOTI Subscription Warrant.

"**VOTI Warrants**" means the issued and outstanding warrants of VOTI currently exercisable for 240,000 VOTI Common Shares.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", and "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any Agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number shall include the plural and vice versa, words importing the use of any gender shall include all genders and words importing persons shall include firms and corporations and vice versa.

1.4 Date for Any Action

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

1.5 Currency

References to "$" in this Agreement refer to lawful money of Canada.

1.6 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Steamsand or VOTI, as applicable, it shall be deemed to refer to the actual knowledge of the officers of the particular company after having made due inquiry.

1.7 Meanings

Words and phrases defined in the CBCA shall have the same meaning herein as in the CBCA, unless otherwise defined herein or the context otherwise requires. Unless otherwise specifically indicated or the context otherwise requires "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

1.8 Language

The parties to this Agreement expressly request and require that this Agreement and all related documents be drafted in English. *Les parties aux présentes conviennent et exigent que cette convention et tous les documents qui s'y rattachent soient rédigés en anglais*.

ARTICLE 2
AMALGAMATION

2.1 Amalgamation

On or before the Closing Date, subject to the terms and conditions of this Agreement and receipt of necessary approvals, each of VOTI, Steamsand and Steamsand Subco shall take all steps required of it to complete the Amalgamation and, without limitation, use all reasonable efforts to apply for and obtain all consents, orders or approvals as are necessary or desirable for the implementation of the Amalgamation and the filing of the Articles of Amalgamation with the Director pursuant to the CBCA and for the listing of the Resulting Issuer Common Shares (including the Resulting Issuer Common Shares to be issued in exchange for the VOTI Common Shares pursuant to the Amalgamation), the Resulting Issuer Warrant Shares and the Resulting Issuer Compensation Shares on the TSX or, alternatively, on the TSX Venture.

2.2 Amalco

(a) **Name**. The name of Amalco shall be “VOTI Inc.”.

(b) **Registered Office**. The registered office of Amalco shall be situated at 790 Rue Bégin, Saint-Laurent, Québec, H4M 2N5.

(c) **Authorized Capital**. Amalco shall be authorized to issue an unlimited number of Amalco Shares.

(d) **Restrictions on Share Transfer**. The transfer of Amalco Shares shall be subject to private company restrictions.

(e) **Number of Directors**. The minimum number of directors of Amalco shall be three and the maximum number of directors of Amalco shall be ten.

(f) **Initial Directors**. The initial number of directors of Amalco shall be seven. The initial directors of Amalco shall be:

Name	**Address**
Rory Olson	242 Young Road, #901, Montreal, Quebec, H3C 0R7
Neil Hindle	220 Chester Avenue, Mount-Royal, Quebec, H3R 1W3
Karna Gupta	2170 Marine Drive, #2208, Oakville, Ontario, L6L 5V1
Alain Miquelon	379 Portland, Mont-Royal, Quebec, H3R 1V4
James Cherry	271 Hudson Point Road, Elizabethtown, Ontario, K6V 7E3
Marc-André Aubé	109 Kenaston, Mont-Royal, Quebec, H3R 1M1

Name	**Address**
Philip Murray	2002-485 Richmond Road, Ottawa, Ontario, K2A 3W9

(g) **Officers**. The officers of Amalco, until changed or added to by the board of directors of Amalco, shall be as follows:

Name	**Office**
Rory Olson	President and Chief Executive Officer
Michael Ickman	Chief Financial Officer
Kevin McGarr	Executive Vice President, Corporate Affairs
William Awad	Founder and Chief Technical Officer
Richard Shatilla	Vice President, Global Sales
Ben Wagner	Vice President, Product Strategy and Marketing
Charles Garneau	Chief Operations and Production Officer
Campbell Stuart	Corporate Secretary

(h) **Initial Auditors**. The Auditors of Amalco shall be Deloitte LLP. The Auditors of Amalco shall hold office until the first annual meeting of shareholders of Amalco following the Amalgamation, or until their successor is appointed.

(i) **Fiscal Year**. The fiscal year end of Amalco shall be October 31.

(j) **Restrictions on Business**. There shall be no restrictions on the business that Amalco may carry on.

(k) **By-laws**. The by-laws of Amalco shall be the current by-laws of VOTI. A copy of such by-laws may be examined at the current address of VOTI set out in Section 6.1 hereof.

2.3 Resulting Issuer

(a) **Name**. The name of the Resulting Issuer shall be “VOTI Detection Inc. / VOTI Détection Inc.”.

(b) **Registered Office**. The registered office of the Resulting Issuer shall be situated at 790 Rue Bégin, Saint-Laurent, Québec, H4M 2N5.

(c) **Initial Directors**. The number of initial directors of the Resulting Issuer shall be seven. Subject to the receipt of all necessary approvals, the initial directors of the Resulting Issuer as of the Effective Date shall be:

Name	**Address**
Rory Olson	242 Young Road, #901, Montreal, Quebec, H3C 0R7
Neil Hindle	220 Chester Avenue, Mount-Royal, Quebec, H3R 1W3
Karna Gupta	2170 Marine Drive, #2208, Oakville, Ontario, L6L 5V1
Alain Miquelon	379 Portland, Mont-Royal, Quebec, H3R 1V4
James Cherry	271 Hudson Point Road, Elizabethtown, Ontario, K6V 7E3
Marc-André Aubé	109 Kenaston, Mont-Royal, Quebec, H3R 1M1
Philip Murray	2002-485 Richmond Road, Ottawa, Ontario, K2A 3W9

The initial directors shall hold office until the next annual meeting of the shareholders of the Resulting Issuer, or until their successors are duly appointed or elected.

(d) **Officers**. The officers of the Resulting Issuer, until changed or added to by the board of directors of the Resulting Issuer, shall be as follows:

Name	**Office**
Rory Olson	President and Chief Executive Officer
Michael Ickman	Chief Financial Officer
Kevin McGarr	Executive Vice President, Corporate Affairs
William Awad	Chief Technical Officer
Richard Shatilla	Vice President, Global Sales
Ben Wagner	Vice President, Product Strategy and Marketing
Charles Garneau	Chief Operations and Production Officer
Campbell Stuart	Corporate Secretary

(e) **Initial Auditors**. The Auditors of the Resulting Issuer shall be Deloitte LLP. The Auditors of the Resulting Issuer shall hold office until the next annual meeting of shareholders of the Resulting Issuer following the Amalgamation or until their successor is appointed.

(f) **Fiscal Year**. The fiscal year end of the Resulting Issuer shall be October 31.

2.4 Effect of Certificate of Amalgamation

Upon the issuance of the Certificate of Amalgamation:

(a) the Amalgamation of VOTI and Steamsand Subco and their continuation as one corporation shall become effective;

(b) the property of each of VOTI and Steamsand Subco shall continue to be the property of Amalco;

(c) except for the obligations under the VOTI Compensation Options, which shall be assumed by the Resulting Issuer, Amalco shall continue to be liable for the obligations of VOTI and Steamsand Subco;

(d) any existing cause of action, claim, or liability to prosecution shall be unaffected;

(e) a civil, criminal or administrative action or proceeding pending by or against VOTI or Steamsand Subco may be continued to be prosecuted by or against Amalco;

(f) a conviction against, or ruling, order or judgment in favour of or against, VOTI or Steamsand Subco may be enforced by or against Amalco;

(g) the Articles of Amalgamation are deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation is deemed to be the certificate of incorporation of Amalco;

(h) Amalco shall be a wholly-owned subsidiary of the Resulting Issuer;

(i) the aggregate stated capital of the Amalco Shares shall become an amount equal to the paid-up capital for purposes of the *Income Tax Act* (Canada) of the common shares of Steamsand Subco immediately prior to the Amalgamation; and

(j) the aggregate stated capital of the Resulting Issuer Common Shares shall be an amount equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) immediately prior to the Amalgamation of (i) the Steamsand Common Shares and (ii) the VOTI Common Shares that are exchanged, or deemed to be exchanged, for Resulting Issuer Common Shares on the Amalgamation.

2.5 Manner of Exchange of Issued Securities

Upon the terms and subject to the conditions set forth herein, at the time of the Amalgamation:

(a) each outstanding VOTI Common Share shall be exchanged for one fully paid and non-assessable Resulting Issuer Common Share;

(b) each outstanding VOTI Subscription Warrant shall be exchanged for one fully paid and non-assessable Resulting Issuer Warrant;

(c) subject to receipt of all required regulatory approvals, each outstanding VOTI Compensation Option shall be exchanged for a Resulting Issuer Compensation Option to purchase the corresponding number of Resulting Issuer Common Shares on the same terms as those contained in the VOTI Compensation Option immediately prior to the Amalgamation and each such VOTI Compensation Option shall be cancelled. The exercise price for each Resulting Issuer Compensation Share will be equal to the exercise price per VOTI Compensation Share in effect immediately prior to the Amalgamation; and

(d) each outstanding share of Steamsand Subco shall be exchanged for one fully paid and non-assessable Amalco Share.

2.6 Certificates

At the time of the Amalgamation:

(a) the registered holders of VOTI Common Shares and VOTI Subscription Warrants shall cease to be holders of VOTI Common Shares and VOTI Subscription Warrants, respectively, and shall be deemed to be registered holders of the Resulting Issuer Common Shares and Resulting Issuer Warrants, respectively, to which they are entitled in accordance with Section 2.5 hereof, all certificates evidencing VOTI Common Shares and VOTI Subscription Warrants, if any, shall be null and void and, on or after the Effective Time, subject to Section 2.8 hereof, the Resulting Issuer shall provide instructions to the Resulting Issuer Registrar and Transfer Agent to deliver such certificates or other evidence of ownership representing the number of Resulting Issuer Common Shares and Resulting Issuer Warrants to which they are so entitled and/or register the holders thereof in book-entry only format in CDS' name (or in the name of any of its nominees) in accordance with the following:

(i) holders of VOTI Common Shares immediately prior to the Amalgamation that are not in the United States, are not U.S. Persons or non-residents of Canada, will have the Resulting Issuer Common Shares they are entitled to receive pursuant to the Amalgamation registered in book-entry only with CDS;

(ii) holders of VOTI Subscription Warrants immediately prior to the Amalgamation that are not in the United States, are not U.S. Persons or non-residents of Canada, will have the Resulting Issuer Warrants they are entitled to receive pursuant to the Amalgamation registered in book-entry only with CDS;

(iii) holders of VOTI Common Shares immediately prior to the Amalgamation that are in the United States, are U.S. Persons or reside outside of Canada will be issued a physical certificate representing the Resulting Issuer Common Shares they are entitled to receive pursuant to the Amalgamation;

(iv) holders of VOTI Subscription Warrants immediately prior to the Amalgamation that are in the United States, are U.S. Persons or reside outside of Canada will be issued a physical certificate representing the Resulting Issuer Warrants they are entitled to receive pursuant to the Amalgamation; and

(b) the registered holders of the VOTI Compensation Options shall be deemed to be the registered holders of the Resulting Issuer Compensation Options to which they are entitled in accordance with Section 2.5 hereof, all certificates and/or agreements evidencing such securities shall, in accordance with their terms, evidence such securities of the Resulting Issuer and the Resulting Issuer shall deliver notice to the holders of such options of the foregoing or deliver amended certificates or agreements evidencing such securities of the Resulting Issuer as required.

2.7 Fractional Securities

No fractional securities of the Resulting Issuer will be issued. If a securityholder of VOTI would otherwise be entitled to a fractional security upon completion of the Amalgamation, the number of securities of the Resulting Issuer issued to such securityholder shall be rounded down to the nearest whole number of such security.

2.8 U.S. Securities Law Restrictive Legend

The parties acknowledge and agree that, in addition to any other legends affixed to Resulting Issuer Common Shares issued in connection with the Amalgamation, upon the original issuance of the Resulting Issuer Common Shares and Resulting Issuer Warrants to U.S. Persons that are holders of VOTI Common Shares and VOTI Subscription Warrants in connection with the Amalgamation, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, certificates representing such securities and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES (1) IN ACCORDANCE WITH RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE; OR (D) PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, PROVIDED THAT PRIOR TO

ANY TRANSFER PURSUANT TO CLAUSES (C) OR (D) ABOVE, AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE CORPORATION SHALL FIRST BE PROVIDED TO THE EFFECT THAT SUCH TRANSFER DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY STATE SECURITIES LAW. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

ARTICLE 3
COVENANTS

3.1 Covenants of Steamsand

Steamsand covenants and agrees with VOTI from the date hereof to and including the earlier of (i) the Effective Date, and (ii) the Termination Date:

(a) not to, directly or indirectly, solicit, initiate, knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Amalgamation, and without limiting the generality of the foregoing, not to induce or attempt to induce any other Person to initiate any shareholder proposal or "take-over bid", exempt or otherwise, within the meaning of the *Regulation 62-104 respecting Take-Over Bids and Issuer Bids* (in British Columbia, *National Instrument 62-104 – Take-Over Bids and Issuer Bids*), for securities or assets of Steamsand, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation, including allowing access to any third party (other than its representatives) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations or in respect of which the Steamsand board of directors determines, in its good faith judgment, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to the Steamsand shareholders would be a breach of its fiduciary duties under applicable law. In the event Steamsand or any of its affiliates, including any of their officers or directors, receives any form of offer or inquiry in respect of any of the foregoing, Steamsand shall forthwith (in any event within one Business Day following receipt) notify VOTI of such offer or inquiry and provide VOTI with such details as it may request;

(b) to co-operate fully with VOTI and to use all reasonable commercial efforts to assist VOTI in its efforts to complete the Amalgamation, unless such co-operation and/or efforts would subject Steamsand to liability or would be in breach of applicable statutory or regulatory requirements;

(c) to operate the Steamsand Business in a prudent and business-like manner in the ordinary course, in a manner consistent with past practice and in accordance with the CPC Policy; and

(d) not to, without VOTI's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) and to the extent made in compliance with the CPC Policy:

(i) issue any debt, equity or other securities, except the issuance of (A) Steamsand Common Shares (or options to acquire Steamsand Common Shares) pursuant to the Amalgamation or pursuant to any securities exercisable to acquire Steamsand Common Shares outstanding as of the date hereof and (B) the Finder Shares;

(ii) borrow money or incur any Indebtedness for money borrowed;

(iii) make loans, advances, or any other payments, excluding expenses incurred in the ordinary course and payment of professional fees and other expenses in connection with or ancillary to the Amalgamation or in the ordinary course;

(iv) declare or pay any dividends or distribute any of Steamsand's properties or assets to shareholders or otherwise;

(v) alter or amend Steamsand's articles or notice of articles in any manner which may adversely affect the success of the Amalgamation, except as required to give effect to the matters contemplated herein, including the Steamsand Reorganization; and

(vi) except as otherwise permitted or contemplated herein, enter into any transaction or material Contract which is not in the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by Steamsand as of the date hereof.

3.2 Further Covenants of Steamsand

Steamsand covenants and agrees with VOTI that Steamsand will from the date hereof to and including the earlier of (i) the Effective Date, and (ii) the Termination Date:

(a) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;

(b) make necessary filings and applications under applicable federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;

(c) use all commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(d) immediately notify VOTI of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other regulatory body, whether actual or threatened, with respect to the Amalgamation or which could otherwise delay or impede the transactions contemplated hereby;

(e) notify VOTI immediately upon becoming aware that any of the representations and warranties of Steamsand contained herein are no longer true and correct in any material respect;

(f) immediately upon receipt of any written audit inquiry, assessment, reassessment, confirmation or variation of an assessment, indication that an assessment is being considered, request for filing of a waiver or extension of time or any other notice in writing relating to Taxes (an "**Assessment**") of Steamsand, deliver to VOTI a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of Steamsand on the assumption that such Assessment is valid and binding;

(g) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.1 hereof to be complied with;

(h) advise VOTI if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Agreement; and

(i) subject to the satisfaction of the conditions in Section 5.2 hereof, thereafter cause Steamsand Subco to file together with VOTI with the Director under the CBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.3 Covenants of VOTI

VOTI covenants and agrees with Steamsand from the date hereof to and including the earlier of (i) the Effective Date, and (ii) the Termination Date:

(a) not to, directly or indirectly, solicit, initiate, knowingly encourage, co-operate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Amalgamation, and without limiting the generality of the foregoing, not to induce or attempt to induce any other Person to initiate any shareholder proposal or "take-over bid", exempt or otherwise, within the meaning of the *Regulation 62-104 respecting Take-Over Bids and Issuer Bids* (in British Columbia, *National Instrument 62-104 – Take-Over Bids and Issuer Bids*) for securities or assets of VOTI, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation, including allowing access to any third party (other than its representatives) to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations or in respect of which the VOTI board of directors determines, in its good faith judgment, after receiving advice from its legal advisors, that failure to recommend such alternative transaction to the securityholders of VOTI would be a breach of its fiduciary duties under applicable law. In the event VOTI or any of its affiliates or associates, including any of their officers or directors, receives any form of offer or inquiry in respect of the foregoing, VOTI shall forthwith (in any event within one Business Day following receipt) notify Steamsand of such offer or inquiry and provide Steamsand with such details in respect thereof that Steamsand may request;

(b) to co-operate fully with Steamsand and to use all reasonable commercial efforts to assist Steamsand in its efforts to complete the Amalgamation unless such co-operation and efforts would subject VOTI to liability or would be in breach of applicable statutory or regulatory requirements;

(c) to operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice;

(d) that VOTI shall not, without Steamsand's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed):

(i) issue any equity or convertible debt securities, except in connection with the issuance of VOTI Common Shares pursuant to any securities exercisable to acquire VOTI Common Shares (including the VOTI Subscription Receipts, the VOTI Subscription Warrants, the VOTI Compensation Options, and the VOTI Options, the VOTI Warrants, and the VOTI Convertible Notes) outstanding as of the date hereof;

(ii) borrow money or incur any Indebtedness for money borrowed, except for money borrowed or indebtedness incurred with a Canadian chartered bank;

(iii) make loans, advances, or other payments, excluding salaries and bonuses at current rates or routine advances to employees of VOTI for expenses incurred in the ordinary course;

(iv) declare or pay any dividends or distribute any properties or assets of VOTI to shareholders or otherwise dispose of any of such properties or assets;

(v) alter or amend the articles or by-laws of VOTI in any manner which may adversely affect the success of the Amalgamation, except as required to give effect to the matters contemplated herein;

(vi) except as otherwise permitted or contemplated herein, enter into any transaction or material Contract which is not in the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by VOTI as at the date hereof; and

(vii) make capital expenditures out of the ordinary course of business except as may be reasonable required in connection with facilities and leasehold improvements.

3.4 Further Covenants of VOTI

VOTI covenants and agrees with Steamsand that it will from the date hereof to and including the earlier of (i) the Effective Date, and (ii) the Termination Date:

(a) use all commercially reasonable efforts to complete the VOTI Reorganization prior to the Effective Date;

(b) use all commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement, to provide all notices required in connection with the VOTI Reorganization and the Amalgamation and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;

(c) make necessary filings and applications under applicable federal, state and provincial laws and regulations required on the part of VOTI in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;

(d) use all commercially reasonable efforts to conduct its affairs so that VOTI's representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(e) immediately notify Steamsand of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person, Governmental Entity or other regulatory body, whether actual or threatened, with respect to the Amalgamation or which could otherwise delay or impede the transactions contemplated hereby or result in a Material Adverse Effect;

(f) notify Steamsand immediately upon becoming aware that any of the representations and warranties of VOTI contained herein are no longer true and correct in any material respect;

(g) immediately upon receipt of any Assessment relating to VOTI, deliver to Steamsand a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of VOTI on the assumption that such Assessment is valid and binding;

(h) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.2 hereof to be complied with;

(i) advise Steamsand if there are any circumstances, individually or in the aggregate, that may materially and adversely affect the transactions contemplated by this Agreement;

(j) use its commercially reasonable best efforts to satisfy the conditions set forth in Sections 5.2(k) and 5.2(l) on or prior to the Effective Date; and

(k) subject to the satisfaction of the conditions precedent in Section 5.1 hereof, thereafter together with Steamsand Subco file with the Director pursuant to the CBCA the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.5 Filing Statement

(a) VOTI shall furnish to Steamsand all such information concerning VOTI, as may be reasonably required by Steamsand in the preparation of the Final Filing Statement and other documents related thereto, and VOTI shall ensure that no such information provided by VOTI for inclusion in the Final Filing Statement shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein in order to make any information so furnished by VOTI not misleading in light of the circumstances in which it is disclosed.

(b) VOTI shall promptly notify Steamsand if, at any time before the Closing, the Final Filing Statement 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 Final Filing Statement and the parties shall co-operate in the preparation of any amendment or supplement as required or as appropriate. Steamsand shall, subject to compliance by VOTI with this Section 3.5(b), and, if required by the TSX Venture or applicable laws, file any amendment or supplement to the Final Filing Statement with the applicable securities regulatory authority and as otherwise required.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Steamsand

Steamsand represents and warrants to and in favour of VOTI as follows, and acknowledges that VOTI is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

(a) Each of Steamsand and Steamsand Subco is a corporation incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and corporate authority and is duly qualified and holds all material permits, licences, registrations, qualifications, consents and authorizations necessary or required to carry on the Steamsand Business as now conducted and to own, lease or operate its Assets and Properties and neither Steamsand nor, to the knowledge of Steamsand, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing Steamsand's dissolution or winding up of Steamsand or Steamsand Subco, and each of Steamsand and Steamsand Subco has all requisite corporate power and corporate authority to enter into this Agreement.

(b) The authorized capital of Steamsand consists of an unlimited number of Steamsand Common Shares, of which 6,100,001 Steamsand Common Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of Steamsand. Steamsand also has 600,000 options to purchase Steamsand Common Shares (the "**Steamsand Options**") currently outstanding and 400,000 agent warrants to purchase Steamsand Common Shares (the "**Steamsand Agent Warrants**") currently outstanding, which were issued in connection with the initial public offering of Steamsand. The Steamsand Options are exercisable at $0.10 per share until August 31, 2022 and Steamsand Agent Warrants are exercisable at $0.10 per share until August 31, 2019. In connection with the Amalgamation and subject to the Steamsand Consolidation, (i) Steamsand will reduce the number of Steamsand Options outstanding from 600,000 to 200,000 by cancelling 400,000 Steamsand Options on a *pro rata* basis, prior to or concurrently with the Closing, (ii) the 400,000 Steamsand Agent Warrants will not be subject to cancellation or alteration, (iii) the Finder Shares shall be issued, and (iv) Steamsand will cause the remaining 200,000 Steamsand Options and the 400,000 Steamsand Agent Warrants to be exercised on or prior to the Steamsand Consolidation.

(c) Other than Steamsand Subco, Steamsand has no direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment. All of the issued and outstanding securities of Steamsand Subco (being one common share of Steamsand Subco) are held by Steamsand. Steamsand Subco is not a party to any contract (other than this Agreement) and has nominal assets and no liabilities.

(d) Steamsand is a "reporting issuer" (as that term is defined under applicable Securities Laws in each of the provinces of Alberta and British Columbia) and is not in default of the requirements of the applicable Securities Laws in such jurisdictions in any material respect. Steamsand is in compliance with the policies of the TSX Venture, including the CPC Policy.

(e) Steamsand has filed all material documents and information required to be filed by it pursuant to applicable Securities Laws with the applicable securities commissions (the "**Disclosure Documents**"), except where non-compliance has not had, and would not reasonably be expected to have, a Material Adverse Effect, and Steamsand does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were 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 complied in all material respects with the requirements of the applicable Securities Laws in the jurisdictions they were filed; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact regarding Steamsand or omitted to state a material fact regarding Steamsand 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.

(f) Steamsand has been conducting the Steamsand Business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on the Steamsand Business and has not received a notice of material non-compliance, and, to the knowledge of Steamsand, there are no facts that would give rise to a notice of material non-compliance with any such laws and regulations.

(g) No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Steamsand or Steamsand Subco in connection with the execution and delivery of this Agreement by Steamsand or Steamsand Subco, the performance of their obligations hereunder or the consummation by Steamsand or Steamsand Subco of the Amalgamation other than: (i) the Steamsand Shareholders' Approval; (ii) the approval of the Amalgamation as Steamsand's Qualifying Transaction by the TSX Venture and the listing of the Resulting Issuer Common Shares, the Resulting Issuer Warrant Shares and the Resulting Issuer Compensation Shares on the TSX or, alternatively, on the TSX Venture; (iii) the filing of articles of continuance to effect the applicable Steamsand Meeting Matters; (iv) the filing of the Articles of Amalgamation under the CBCA and the issuance of the Certificate of Amalgamation; (v) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of a new corporation on the Amalgamation; and (vi) any filings with the registrar under the CBCA.

(h) Subject to the receipt of the approvals and the filings set out in Section 4.1(g), each of the execution and delivery of this Agreement, the performance by each of Steamsand and Steamsand Subco of its obligations hereunder, the issue of the Finder Shares, Resulting Issuer Common Shares and Resulting Issuer Warrants, Resulting Issuer Warrant Shares, the Resulting Issuer Compensation Options and the Resulting Issuer Compensation Shares and the consummation of the Amalgamation, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any law, statute, rule or regulation applicable to Steamsand or Steamsand Subco including applicable Securities Laws; (ii) the constating documents, by-laws or resolutions of Steamsand or Steamsand Subco, which are in effect as at the date hereof; (iii) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which Steamsand or Steamsand Subco is a party or by which it is bound; or (iv) any judgment, decree or order binding upon Steamsand or Steamsand Subco or the Assets and Properties of Steamsand or Steamsand Subco.

(i) This Agreement has been duly authorized and executed by Steamsand and Steamsand Subco and constitutes a valid and binding obligation of Steamsand and Steamsand Subco and shall be enforceable against each of Steamsand and Steamsand Subco in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

(j) Other than this Agreement, neither Steamsand nor Steamsand Subco is currently party to any agreement in respect of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by Steamsand or Steamsand Subco whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of Steamsand or Steamsand Subco (whether by sale or transfer of shares or otherwise).

(k) The audited financial statements of Steamsand for the period from the date of incorporation (May 24, 2017) to June 30, 2017 and for the year ended June 30, 2018 have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of Steamsand as at such dates and the results of its operations and its cash flows for the period then ended and contain and reflect adequate provisions for all reasonably anticipated liabilities, expenses and losses of Steamsand in accordance with IFRS and there has been no change in accounting policies or practices of Steamsand since June 30, 2018.

(l) All Taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty and interest payable with respect thereto due and payable by Steamsand or Steamsand Subco, have been paid, except where the failure to pay such Taxes would not reasonably be expected to result in a Material Adverse Change in respect of Steamsand or Steamsand Subco. All Tax returns, declarations, remittances and filings required to be filed by Steamsand or Steamsand Subco have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings did not contain a misrepresentation as at the respective dates thereof except where the failure to file such documents or such misrepresentation would not reasonably be expected to result in a Material Adverse Change in respect of Steamsand or Steamsand Subco. To the knowledge of Steamsand or Steamsand Subco, no examination of any Tax return of Steamsand or Steamsand Subco is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by Steamsand or Steamsand Subco, in any case, except where such examinations, issues or disputes would not reasonably be expected to result in a Material Adverse Change in respect of Steamsand or Steamsand Subco.

(m) No holder of outstanding shares in the capital of Steamsand is entitled to any pre-emptive or any similar rights to subscribe for any Steamsand Common Shares or other securities of Steamsand and, other than the agreement to issue the Finder Shares or pursuant to the Steamsand Options, the Steamsand Agent Warrants and this Agreement, there are no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of Steamsand or Steamsand Subco.

(n) No legal or governmental actions, suits, judgments, investigations or proceedings are pending to which Steamsand or Steamsand Subco, or to the knowledge of Steamsand, the directors or officers of Steamsand are a party or to which the Assets and Properties of Steamsand or Steamsand Subco are subject that would result in a Material Adverse Effect and, to the knowledge of Steamsand, no such proceedings have been threatened against or are pending with respect to Steamsand or Steamsand Subco, or with respect to its Assets and Properties and neither Steamsand nor Steamsand Subco is subject to any judgment, order, writ, injunction, decree or award of any Governmental Entity, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(o) Steamsand is not party to any material Contract, written or oral, other than:

(i) a registrar and transfer agency and disbursing agent agreement dated as of July 12, 2017 between Steamsand and Computershare Investor Services Inc.;

(ii) an agency agreement dated as of August 18, 2017 between Steamsand and Canaccord Genuity Corp. in connection with the initial public offering of Steamsand;

(iii) an incentive stock option plan dated July 12, 2017;

(iv) an agreement dated May 14, 2018 with Richardson GMP Limited in respect of the Finder Shares (as defined herein); and

(v) the Steamsand Escrow Agreement (collectively, the "**Steamsand Material Contracts**").

(p) All Steamsand Material Contracts are in good standing in all material respects and in full force and effect.

(q) Neither Steamsand nor, to the knowledge of Steamsand, any other party thereto is in material default or breach of any Steamsand Material Contract and, to the knowledge of Steamsand, there exists no condition, event or act which, with the giving of notice or lapse of time or both, would constitute a material default or breach under any Steamsand Material Contract which would give rise to a right of termination on the part of any other party to a Steamsand Material Contract.

(r) Except for the trading halt imposed by the TSX Venture on July 4, 2018 following disclosure by Steamsand of the Letter Agreement, no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Steamsand (including the Steamsand Common Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Steamsand, are pending, contemplated or threatened by any regulatory authority.

(s) Steamsand is not party to any agreement, nor, to the knowledge of Steamsand, is there any shareholders agreement or other Contract which in any manner affects the voting control of any of the securities of Steamsand.

(t) The minute books and records of Steamsand made available to counsel for VOTI in connection with the due diligence investigation of Steamsand for the period from the date of incorporation to the date hereof are all of the minute books of Steamsand and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of Steamsand to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of Steamsand to the date hereof not reflected in such minute books.

(u) Other than 300,000 Steamsand Common Shares (the "**Finder Shares**") (representing 16,666 Steamsand Common Shares on a post-Steamsand Consolidation basis) to be issued to Richardson GMP Limited in connection with the Qualifying Transaction, there is no Person acting at the request or on behalf of Steamsand that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement.

4.2 Representations and Warranties of VOTI

VOTI represents and warrants to and in favour of Steamsand and Steamsand Subco as follows, and acknowledges that Steamsand and Steamsand Subco are relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

(a) VOTI (i) has been duly incorporated and is validly existing under the federal laws of Canada and is up-to-date in respect of all material corporate filings and in good standing under the CBCA; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own or lease and operate its properties and assets; and (iii) has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement including the VOTI Reorganization.

(b) Other than VOTI International Inc., VOTI Security Scanning International, VOTI USA, Inc., and VOTI Detection Asia Sdn. Bhd., VOTI does not beneficially own, or exercise control or direction over, directly or indirectly, any interest in any other person.

(c) No proceedings have been taken, instituted or, to the knowledge of VOTI, are pending for the dissolution or liquidation of VOTI.

(d) VOTI is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all material applicable federal, provincial, state, municipal and local laws, regulations and other lawful requirements of any Governmental Entity) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and its property and assets to be owned or leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would reasonably be expected to result in a Material Adverse Change in respect of VOTI.

(e) Each of the execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been authorized by all necessary corporate action of VOTI and upon the execution and delivery hereof, this Agreement shall constitute a valid and binding obligation of VOTI, enforceable against VOTI in accordance with its terms, provided that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable.

(f) All consents, approvals, permits, authorizations or filings necessary for the execution and delivery of this Agreement by VOTI and the consummation by VOTI of the transactions contemplated hereby (including the Amalgamation and the VOTI Reorganization) have been made or obtained, as applicable, including the VOTI Shareholders' Approval, other than: (i) the filing of the Articles of Amalgamation under the CBCA and the issuance of a certificate in respect thereof; and (ii) any filings with the registrar under the CBCA.

(g) The execution and delivery of this Agreement by VOTI, the performance by VOTI of its obligations hereunder and the consummation of the transactions contemplated hereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both), and VOTI is not currently in breach or default of, (A) any statute, rule or regulation applicable to VOTI; (B) the constating documents or resolutions of VOTI which are in effect at the date of hereof; (C) any Debt Instrument or VOTI Material Agreement; or (D) any judgment, decree or order binding VOTI or the properties or assets thereof, except where such conflict, breach, violation or default would not reasonably be expected to result in a Material Adverse Change in respect of VOTI.

(h) The authorized capital of VOTI consists of an unlimited number of VOTI Common Shares, of which 479,697,387 VOTI Common Shares were issued and outstanding as fully paid and non-assessable shares of VOTI as of the close of business on October 30, 2018.

(i) No order ceasing or suspending trading in any securities of VOTI or prohibiting the sale of any of VOTI's issued securities has been issued and, to the knowledge of VOTI, no proceedings for such purpose have been threatened or are pending.

(j) Except for the securities set forth in Schedule 4.2(j) hereto, no person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of VOTI, and as at the close of business on October 30, 2018, a sufficient number of VOTI Common Shares were reserved for issuance pursuant to outstanding options, warrants, share incentive plans, convertible, exercisable and exchangeable securities and other rights to acquire VOTI Common Shares.

(k) Since June 30, 2018, other than as disclosed to Steamsand and Steamsand Subco or in connection with the VOTI Reorganization:

    (i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of VOTI;

    (ii) there has not been any material change in the share capital or long-term debt of VOTI; and

(iii) VOTI has carried on its business in the ordinary course;

(l) The VOTI Financial Statements present fairly, in all material respects, the financial condition of VOTI for the periods then ended, and were prepared in accordance with IFRS.

(m) There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of VOTI or other persons that would reasonably be expected to result in a Material Adverse Change in respect of VOTI.

(n) There are no actions, proceedings or investigations (whether or not purportedly by or on behalf of VOTI) commenced or, to the knowledge of VOTI, threatened or pending against VOTI at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity, that would reasonably be expected to result in a Material Adverse Change in respect of VOTI.

(o) VOTI is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of VOTI to compete in any line of business, transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of VOTI.

(p) All Taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty and interest payable with respect thereto due and payable by VOTI, have been paid, except where the failure to pay such Taxes would not reasonably be expected to result in a Material Adverse Change in respect of VOTI. All Tax returns, declarations, remittances and filings required to be filed by VOTI have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings did not contain a misrepresentation as at the respective dates thereof except where the failure to file such documents or such misrepresentation would not reasonably be expected to result in a Material Adverse Change in respect of VOTI. To the knowledge of VOTI, no examination of any Tax return of VOTI is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by VOTI, in any case, except where such examinations, issues or disputes would not reasonably be expected to result in a Material Adverse Change in respect of VOTI.

(q) Neither VOTI nor, to VOTI's knowledge, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by VOTI or such other person under any Debt Instrument or VOTI Material Agreement, and no event has occurred which with notice or lapse of time or both would constitute such a default by VOTI or, to VOTI's knowledge, any other party, except where such default or event would not reasonably be expected to result in a Material Adverse Change in respect of VOTI and its subsidiaries taken as a whole.

(r) VOTI possesses all permits, licenses, approvals, consents and other authorizations (collectively, "**Governmental Licenses**") issued by the appropriate federal, provincial, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them, except where the failure to hold such Governmental Licenses would not, individually or in the aggregate, result in a Material Adverse Effect in respect of VOTI. VOTI is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, individually or in the aggregate, result in a Material Adverse Effect in respect of VOTI and its subsidiaries taken as a whole.

(s) None of the directors, officers or employees of VOTI, any known holder of more than 10% of any class of shares of VOTI, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction since the incorporation of VOTI or any proposed material transaction with VOTI which, as the case may be, materially affected, is material to or will materially affect VOTI and its subsidiaries taken as a whole.

(t) Other than the Agents under the VOTI Private Placement (or any members of its selling group), there is no person acting or purporting to act at the request of VOTI who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the VOTI Private Placement or the transactions contemplated by this Agreement.

(u) Other than the VOTI Loans, VOTI has no material loans or other material indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with it, other than for the reimbursement of ordinary course business expenses.

(v) To the knowledge of VOTI, none of VOTI's directors or officers is now, or has ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.

(w) VOTI is the sole and exclusive owner of the Intellectual Property owned by it (the "**Owned Intellectual Property**") with good, valid and marketable title thereto, free and clear of all Encumbrances. VOTI has valid and enforceable licences to use all of the material Intellectual Property that is duly licensed by VOTI as part of the VOTI Business as presently conducted (the "**Licensed Intellectual Property**") and used by it in connection with, and as required for, the VOTI Business as presently conducted, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law. VOTI has no knowledge to the effect that it will be unable to obtain any rights or licenses to use all Intellectual Property necessary for the conduct of its business. To the knowledge of VOTI, no third parties have rights to any Intellectual Property, except for the ownership rights of the owners of the Licensed Intellectual Property which is licensed to VOTI. To the knowledge of VOTI, there is no infringement, misappropriation or misuse by third parties of any Owned Intellectual Property. There is no pending or, to the knowledge of VOTI, threatened action, suit, proceeding or claim by others challenging VOTI's rights in or to any Owned Intellectual Property that would result in a Material Adverse Change in respect of VOTI and its subsidiaries taken as a whole.

(x) All employees of, and consultants to, VOTI have entered into proprietary rights or similar agreements with VOTI, whereby any Owned Intellectual Property created by them in the course of the performance of their services has been fully and irrevocably assigned to VOTI without additional consideration, and any applicable moral rights have been waived, and no employee of, or consultant to, VOTI is in violation of such agreements.

(y) All persons having access to or knowledge of the Owned Intellectual Property or any information of a confidential nature that is necessary or required or otherwise used for or in connection with the conduct or operation or proposed conduct or operation of the VOTI Business have entered into non-disclosure agreements with VOTI preventing the disclosure of the Owned Intellectual Property. To the knowledge of VOTI, the employment or engagement by VOTI of such persons does not violate any non-disclosure or non-competition agreement between any such person and a third party.

ARTICLE 5
CONDITIONS PRECEDENT AND OTHER MATTERS

5.1 Conditions to Obligations of VOTI

The obligation of VOTI to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Closing Date, of the following conditions:

(a) except as affected by the transactions contemplated herein, the representations and warranties of Steamsand contained in Section 4.1 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and VOTI shall have received a certificate to that effect, dated the Closing Date, from an officer or director of Steamsand acceptable to VOTI, to the best of his or her knowledge, having made reasonable inquiry;

(b) Steamsand and Steamsand Subco shall have performed, fulfilled or complied with, in all material respects, all of their obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by them at or prior to the Closing and VOTI shall have received a certificate of an officer or director of Steamsand to such effect;

(c) Steamsand shall have furnished VOTI with:

(i) a certified copy of the resolutions passed by the board of directors of Steamsand approving this Agreement and the consummation of the transactions contemplated herein;

(ii) a certified copy of the special resolution of the sole shareholder of Steamsand Subco authorizing and approving the Amalgamation; and

(iii) a certified copy of the minutes evidencing the Steamsand Shareholders' Approval;

(d) receipt of all regulatory and third party approvals, authorizations and consents as are required to be obtained by Steamsand or VOTI in connection with the Amalgamation, including the approval of the TSX Venture and the TSX, as applicable, and any other applicable regulatory authorities;

(e) all of the Steamsand Options outstanding following the Option Cancellation and Steamsand Agent Warrants shall have been exercised;

(f) Steamsand shall have the requisite number of shareholders to maintain a listing on the TSX Venture;

(g) (i) the Resulting Issuer Common Shares and the Resulting Issuer Warrants that are issued as consideration for the VOTI Common Shares and the VOTI Subscription Warrants, respectively, shall be issued as fully paid and non-assessable securities in the capital of the Resulting Issuer, free and clear of any and all Encumbrances and demands of whatsoever nature, except those imposed pursuant to escrow restrictions of the TSX, the TSX Venture and/or applicable securities laws; and (ii) the Resulting Issuer Common Shares, the Resulting Issuer Warrant Shares and the Resulting Issuer Compensation Shares shall have been conditionally approved for listing on the TSX or TSX Venture, such listing to be conditional only on conditions standard for a Qualifying Transaction and the standard listing conditions of the TSX or TSX Venture;

(h) the Resulting Issuer shall have assumed all of the obligations of VOTI pursuant to the VOTI Compensation Options;

(i) the board of directors of the Resulting Issuer shall be elected as part of the Steamsand Meeting Matters, and may consist of up to seven (7) directors with all board members being nominated by VOTI and expected to include Rory Olson and six (6) other directors to be chosen by VOTI as identified in Section 2.3(c);

(j) the senior management team of the Resulting Issuer shall consist of those officers appointed by the new board of directors of the Resulting Issuer and who shall include such individuals set forth in Section 2.3(d) in such positions as set forth opposite their name;

(k) the Auditors of the Resulting Issuer being Deloitte LLP or such other Auditors as designated by VOTI;

(l) Steamsand having approximately $330,000 in cash at Closing, being equal to the $345,000 of cash currently on hand, less the estimated $75,000 in expenses related to the Amalgamation, plus $60,000 from the consideration received as a result of the exercise of the Steamsand Options and Steamsand Agent Warrants;

(m) Steamsand having no debts or liabilities;

(n) satisfactory completion of due diligence by VOTI, its counsel and representatives on the business, assets, financial condition and corporate records of Steamsand, which due diligence process being concluded on or before the date of this Agreement;

(o) there being no inquiry or investigation (whether formal or informal) in relation to Steamsand or its respective directors or officers commenced or, to the knowledge of Steamsand, threatened, by any securities commission or official of the TSX Venture or the TSX or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on Steamsand;

(p) no Material Adverse Change shall have occurred in the business, results of operations, assets, capital, liabilities, financial conditions or affairs of Steamsand since the date of this Agreement, other than a reduction of its cash position in order to pay its professional fees or other expenses;

(q) the Steamsand Shareholders' Approval shall remain valid, subject to the completion of the Amalgamation;

(r) the Steamsand Reorganization shall have been completed;

(s) the shareholders of VOTI shall have approved the Amalgamation and the VOTI Consolidation;

(t) there being no legal proceeding or regulatory actions or proceedings against any Person to enjoin, restrict or prohibit the Amalgamation or which could reasonably be expected to result in a Material Adverse Effect on Steamsand; and

(u) there being no prohibition at law against completion of Amalgamation.

The conditions described above are for the exclusive benefit of VOTI and may be asserted by VOTI regardless of the circumstances, or may be waived by VOTI in its sole discretion, in whole or in part, at any time and from time to time prior to the

Amalgamation without prejudice to any other rights which VOTI may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of VOTI and/or Steamsand Subco.

5.2 Conditions to Obligations of Steamsand

The obligations of Steamsand and Steamsand Subco to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Closing Date, of the following conditions:

(a) except as affected by the transactions contemplated herein, the representations and warranties of VOTI contained in Section 4.2 hereof shall be true in all material respects on the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality which representations and warranties shall be true and correct, and Steamsand shall have received a certificate to such effect, dated the Closing Date, of a senior officer of VOTI to the best of his knowledge having made reasonable inquiry;

(b) VOTI shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by it at or prior to the time of the Closing and Steamsand shall have received a certificate of an officer of VOTI to such effect;

(c) VOTI shall have furnished Steamsand with:

(i) certified copies of the directors' resolutions passed by the board of directors of VOTI approving this Agreement, as well as the consummation of the transactions contemplated herein;

(ii) certified copies of the special resolution of the shareholders of VOTI authorizing and approving the VOTI Reorganization, the Amalgamation and the Amalgamation Agreement; and

(iii) a certificate of VOTI setting forth the number of issued and outstanding VOTI securities immediately prior to the Amalgamation;

(d) receipt of all regulatory or third party approvals, authorizations and consents as are required to be obtained by Steamsand or VOTI in connection with the Amalgamation, including the approval of the TSX Venture, the TSX and any other applicable regulatory authorities;

(e) no Material Adverse Change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of VOTI since the date of this Agreement;

(f) the Steamsand Shareholders' Approval shall remain valid, subject to the completion of the Amalgamation;

(g) the shareholders of VOTI shall have approved the Amalgamation and the VOTI Consolidation;

(h) the VOTI Reorganization shall have been completed;

(i) there being no legal proceeding or regulatory actions or proceedings against any Person to enjoin, restrict or prohibit the Amalgamation or which could reasonably be expected to result in a Material Adverse Effect on VOTI;

(j) there being no prohibition at law against the completion of the transactions contemplated hereby;

(k) the Resulting Issuer shall have received conditional approval for listing of the Resulting Issuer Common Shares, the Resulting Issuer Warrant Shares and the Resulting Issuer Compensation Shares on the TSX or, alternatively, on the TSX Venture; and

(l) the TSX Venture shall have approved the release of the Steamsand Common Shares held by Steamsand's seed shareholders from all escrow requirements imposed by the TSX Venture and the Resulting Issuer shall have satisfied all of the conditions to be exempt from the escrow requirements of National Policy 46-201 – Escrow for Initial Public Offerings or the principal shareholders of Steamsand shall otherwise be exempt therefrom.

The conditions described above are for the exclusive benefit of Steamsand and Steamsand Subco and may be asserted by Steamsand and Steamsand Subco, regardless of the circumstances, or may be waived by Steamsand and Steamsand Subco, in their sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which Steamsand and Steamsand Subco may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Steamsand Subco and/or VOTI.

5.3 Merger of Conditions

The conditions set out in Sections 5.1 and 5.2 hereof shall be conclusively deemed to have been satisfied, waived or released on the filing by VOTI and Steamsand Subco of the Articles of Amalgamation with the Director under the CBCA.

ARTICLE 6
NOTICES

6.1 Notices

All notices, requests and demands hereunder, which may or are required to be given pursuant to any provision of this Agreement, shall be given or made in writing and shall be delivered by courier, facsimile or e-mail as follows:

(a) to Steamsand or Steamsand Subco, addressed to:

Steamsand Capital Corp.
Suite 2050 - 1055 West Georgia Street
P.O. Box 11121, Royal Centre
Vancouver, BC V6E 3P3

Attn: Hari Varshney
Fax: (604) 682-4768
Email: hari@varshneycapital.com

with a copy to (such copy shall not constitute notice):

Miller Thomson LLP
Suite 400 - 725 Granville Street,
Vancouver, BC V7Y 1G5

Attn: Rory Godinho
Fax: (604) 643-1200
Email: rgodinho@millerthomson.com

(b) to VOTI, addressed to:

VOTI Inc.
790 Rue Bégin
Saint-Laurent, QC H4M 2N5

Attn: Rory Olson
Email: rory.olson@votidetection.com

with a copy to (such copy shall not constitute notice):

Colby Monet S.E.N.C.R.L. / L.L.P.
2075 Robert-Bourassa Boulevard, Suite 600
Montréal, QC H3A 2L1

Attn: Campbell Stuart
Fax: (514) 284-1961
Email: cstuart@colby-monet.com

- and -

Fasken Martineau DuMoulin LLP
Stock Exchange Tower
800 Square Victoria, Suite 3700
Montréal, QC H4Z 1E9

Attn: Neil Kravitz
Fax: (514) 397-7600
Email: nkravitz@fasken.com

or to such other addresses and facsimile numbers or e-mail addresses as the parties may, from time to time, advise to the other parties hereto by notice in writing. All notices, requests and demands hereunder shall be deemed to have been received, if delivered personally or by prepaid courier on the date of delivery and if sent by facsimile or e-mail, on the next Business Day after the facsimile or e-mail was sent.

ARTICLE 7
AMENDMENT AND TERMINATION OF AGREEMENT

7.1 Amendment

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

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

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

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

(d) waive compliance with or modify any other conditions precedent contained herein, provided that no such amendment shall change the provisions hereof regarding the consideration to be received by securityholders of VOTI without approval by such securityholders of VOTI given in the same manner as required for the approval of the Amalgamation.

7.2 Rights of Termination

This Agreement may be terminated as follows:

(a) by mutual agreement of the parties hereto in writing;

(b) by any party, if the Amalgamation is not completed by 9:00 p.m. (Vancouver time) on November 30, 2018 or such later date as the parties may agree upon in writing (the "**Outside Time**") and subject to compliance by VOTI with the applicable VOTI Material Agreements;

(c) by Steamsand, in the event that it determines, acting reasonably, that the conditions set forth in Sections 5.2(k) or 5.2(l) will not be satisfied on or before the Outside Time;

(d) by VOTI (i) by notice to Steamsand if any of the conditions contained in Section 5.1 hereof shall not be fulfilled or performed by the Outside Time or (ii) upon a breach by Steamsand of Section 3.1(a) hereof that could reasonably result in a condition set forth in Section 5.1 which condition has not been waived to be incapable of being satisfied on or before the Outside Time; or

(e) by any party if any applicable Governmental Entity, including the Director under the CBCA and the TSX Venture, has notified any of Steamsand, Steamsand Subco or VOTI that it will not permit the Amalgamation to proceed, in whole or in part.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement other than the obligations that by their terms survive the termination of this Agreement (including the obligations with respect to confidentiality under Section 8.6 and the obligations with respect to expenses under Section 8.7), all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfilment or non-performance of any other condition.

7.3 Notice of Unfulfilled Conditions

If either of VOTI or Steamsand shall determine at any time prior to the Outside Time that it is entitled to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other to be fulfilled or performed, VOTI or Steamsand, as the case may be, shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

ARTICLE 8
GENERAL

8.1 Entire Agreement

The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter herein and shall supersede all previous oral or written communications, representations, undertakings and agreements with respect to such subject matter, including the Letter Agreement.

8.2 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the parties hereto.

8.3 Waiver and Modification

Steamsand and VOTI may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. No waiver, or consent to the modification of any inaccuracy of any provision of this Agreement constitutes a waiver of or consent to any proceeding, continuing or succeeding inaccuracy of such provision or of any other provision of this Agreement. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

8.4 No Personal Liability

(a) No director, officer, employee or agent of VOTI shall have any personal liability whatsoever to Steamsand or Steamsand Subco under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of VOTI.

(b) No director, officer, employee or agent of either Steamsand or Steamsand Subco shall have any personal liability whatsoever to VOTI under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of Steamsand or Steamsand Subco.

8.5 Assignment

No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

8.6 Confidentiality

(a) No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated hereby will be made by Steamsand, Steamsand Subco, VOTI or their representatives without the prior agreement of the other parties hereto as to timing, content and method, provided that the obligations herein will not prevent a party from making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable law or the rules and policies of the TSX or TSX Venture.

(b) Except as and only to the extent required by applicable law, a Receiving Party will not disclose or use, and it will cause its representatives not to disclose or use, any Confidential Information furnished, or to be furnished, by a Disclosing Party or its representatives to the Receiving Party or its representatives at any time or in any manner other than for purposes of evaluating the transactions proposed in this Agreement.

(c) If this Agreement is terminated pursuant to Article 7, each Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information and any work product produced from such Confidential Information in its possession or in the possession of any of its representatives.

8.7 Costs

Each of the parties hereto shall be responsible for their own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Agreement and all legal and accounting fees and disbursements relating to preparing the documents relating to the transactions contemplated herein or otherwise relating to the transactions contemplated herein. For the purposes of clarity, VOTI shall be responsible for paying the costs and fees payable to the TSX and TSX Venture regarding their review of the Amalgamation as Steamsand's Qualifying Transaction and the personal information forms to be submitted by the proposed executive officers, directors and promoters and insiders of the Resulting Issuer following completion of the Amalgamation and all listing fees payable in connection with any securities issued pursuant to the Amalgamation and/or any application fees payable to the TSX Venture or the TSX in connection with the transactions contemplated herein.

8.8 Time of Essence

Time shall be of the essence of this Agreement.

8.9 Survival

The representations and warranties of each of VOTI, Steamsand and Steamsand Subco contained herein shall survive the execution and delivery of this Agreement and shall terminate on the earlier of the Termination Date and the Effective Date.

8.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Québec in respect of any matter arising hereunder or in connection herewith.

8.11 Severability

In the event that any provisions contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement shall continue in force with respect to the enforceable provisions and all rights and remedies accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision shall, to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal and unenforceable provision.

8.12 Further Assurances

Each party hereto shall, from time to time, and at all times hereafter, at the request of the other parties hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

8.13 Counterparts and Electronic Copies

This Agreement may be executed in separate counterparts, and all such counterparts when taken together shall constitute one (1) agreement. The parties shall be entitled to rely on delivery of a facsimile, email in pdf or other electronic copy of the executed Agreement and such copy shall be legally effective to create a valid and binding Agreement.

[***Remainder of Page Intentionally Left Blank***]

IN WITNESS WHEREOF the parties have executed this Amalgamation Agreement as of the date first above written.

STEAMSAND CAPITAL CORP.

By: (s) Hari Varshney
Name: Hari Varshney
Title: Chief Executive Officer

VOTI INC.

By: (s) Rory Olson
Name: Rory Olson
Title: President and Chief Executive Officer

10971260 CANADA INC.

By: (s) Hari Varshney
Name: Hari Varshney
Title: Chief Executive Officer

Schedule 4.2(j)

The following convertible securities of VOTI are outstanding as of the date hereof:

- the VOTI Compensation Options;
- the VOTI Convertible Notes;
- the VOTI Options;
- the VOTI Subscription Receipts; and
- the VOTI Warrants.