

Purchaser Voting Agreement

This Purchaser Voting Agreement (this "**Agreement**"), dated as of August 11, 2021 is entered into between the undersigned shareholder (the "**Shareholder**") of Engagement Labs Inc., a corporation incorporated under the federal laws of Canada (the "**Company**") and DGTL Holdings Inc., a corporation incorporated under the federal laws of Canada (the "**Purchaser**").

WHEREAS the Purchaser intends to acquire all of the outstanding common shares of the Company ("**Company Shares**") on the terms and subject to the conditions set forth in the arrangement agreement (the "**Arrangement Agreement**") dated the date hereof between the Company and the Purchaser;

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of, or exercises control or direction over: (i) the Company Shares (such Company Shares, together with any Company Shares acquired by the Shareholder during the term of this Agreement, being referred to in this Agreement as the "**Subject Shares**") and (ii) the other securities convertible into, or exchangeable for Company Shares ("**Subject Securities**") of the Company, in each case, as set forth below the Shareholder's signature on the signature page of this Agreement; and

WHEREAS as a condition to the willingness of the Purchaser to enter into the Arrangement Agreement and incur the obligations set forth in the Arrangement Agreement, the Purchaser has required that the Shareholder enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions and Interpretive Provisions

In this Agreement:

- (a) all terms used and not defined herein that are defined in the Arrangement Agreement shall have the respective meanings given to them in the Arrangement Agreement;
- (b) the insertion of headings and the division of this Agreement into Sections are for convenience of reference only and shall not affect in any way the meanings and interpretation of this Agreement;
- (c) unless the contrary intention appears, words importing the singular include the plural and vice versa and words importing genders shall include all genders;
- (d) if the date on which any action is required to be taken by a party to this Agreement is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place;

(e) references to the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation" whether or not they are followed by those words or words of like import;

(f) references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof;

(g) any reference to a Person includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person; and

(h) references to a particular statute or Law shall be to such statute or Law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

2. **Representations and Warranties of the Shareholder.**

The Shareholder represents and warrants to the Purchaser as follows as at the date of this Agreement and immediately prior to the time at which the Subject Shares are acquired pursuant to the Arrangement and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) **Organization and Authority and Capacity.** If the Shareholder is not an individual: (i) the Shareholder is a corporation or entity incorporated or organized, as applicable, and existing under the laws of its jurisdiction of incorporation, organization or formation; (ii) the execution and delivery of this Agreement by the Shareholder and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Shareholder are necessary to authorize this Agreement or the transactions contemplated by this Agreement; and (iii) the Shareholder has the corporate power and capacity to enter into this Agreement and to carry out all of its obligations hereunder. If the Shareholder is an individual, the Shareholder is of the age of majority and has the capacity to enter into and execute this Agreement and to observe and perform its covenants and obligations hereunder.

(b) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Shareholder and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) **Non-Contravention.** The execution, delivery and performance by the Shareholder of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition)

contravene, conflict with, or result in the violation of: (i) the articles, by-laws or other constituting documents of the Shareholder (as applicable); (ii) any other agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of the Shareholder's property or assets is bound; and (iii) any applicable Laws.

(d) **Ownership of Subject Shares and Subject Securities.** The Shareholder is the legal and beneficial owner of, or the beneficial owner exercising control or direction over, all of the Subject Shares and the Subject Securities, free and clear of any Liens. The Subject Shares and the Subject Securities are the only securities of the Company owned, directly or indirectly, or over which control or direction is exercised by the Shareholder. The Shareholder has sole dispositive power and the sole power to agree to the matters set forth in this Agreement with respect to the Subject Shares and the Subject Securities. None of the Subject Shares is subject to any agreement, arrangement or restriction with respect to the voting thereof, except as contemplated by this Agreement. Except for the Subject Securities, the Shareholder has no agreement or option or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition or transfer to the Shareholder of additional securities of the Company. No Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual), capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Subject Shares or the Subject Securities.

(e) **Litigation.** There is no claim, action, lawsuit, arbitration, mediation or other proceeding pending or, to the knowledge of the Shareholder, threatened against the Shareholder that would reasonably be expected to have an adverse impact on the validity of this Agreement or any action taken or to be taken by the Shareholder in connection with this Agreement.

Independent Legal Advice. The Shareholder acknowledges and agrees that the Shareholder has had the opportunity to seek independent legal advice with respect to this Agreement, and the transactions contemplated hereby, and that any failure on the Shareholder's part to seek independent legal advice shall not affect (and the Shareholder shall not assert that it affects) the validity, enforceability or effect of this Agreement.

3. **Representations and Warranties of the Purchaser.**

The Purchaser represents and warrants to the Shareholder as follows as at the date of this Agreement and immediately prior to the time at which the Subject Shares are acquired pursuant to the Arrangement and acknowledges that the Shareholder is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) **Organization and Authority.** The Purchaser is a corporation incorporated and existing under the federal laws of Canada and has the corporate power and capacity to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by the Purchaser and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate

action and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the transactions contemplated by this Agreement.

(b) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.

(c) **Non-Contravention.** The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) contravene, conflict with, or result in the violation of: (i) the articles, by-laws or other constating documents of the Purchaser; (ii) any other agreement or instrument to which the Purchaser is a party or by which the Purchaser or any of the Purchaser's property or assets is bound; and (iii) any applicable Laws.

4. Covenants of the Shareholder.

The Shareholder covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms, unless otherwise required or expressly permitted by this Agreement:

(a) **Agreement to Vote in Favour.** At any meeting of security holders of the Company called to vote upon the Arrangement (including the Company Meeting) or any of the other transactions contemplated by the Arrangement Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement or any of the transactions contemplated by the Arrangement Agreement is sought, the Shareholder shall cause its Subject Shares and Subject Securities (which have a right to vote at such meeting) to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares and Subject Securities (which have a right to vote at such meeting): (i) in favour of the approval of the Arrangement and each of the other transactions contemplated by the Arrangement Agreement (including the Arrangement Resolution) and (ii) in favour of any other matter necessary for the consummation of the Arrangement or any other transaction contemplated by the Arrangement Agreement.

(b) **Agreement to Vote Against.** At any meeting of security holders of the Company (including the Company Meeting) or at any adjournment or postponement thereof or in any other circumstance upon which a vote, consent or other approval of all or some of the security holders of the Company is sought (including by written consent in lieu of a meeting), the Shareholder shall cause its Subject Shares and Subject Securities (which have a right to vote at such meeting) to be counted as present (in person or by proxy) for

purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares and Subject Securities (which have a right to vote at such meeting) against: (i) any Company Acquisition Proposal other than the Arrangement and (ii) any action, proposal, transaction or agreement that could reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Arrangement Agreement or of the Shareholder under this Agreement or (B) impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Arrangement or the fulfillment of the Purchaser's or the Company's conditions under the Arrangement Agreement or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company's articles or by-laws).

(c) **Restriction on Transfer.** The Shareholder agrees not to directly or indirectly: (i) sell, transfer, assign, gift-over, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Shares or Subject Securities to any Person other than pursuant to the Arrangement Agreement or (ii) grant any proxies or power of attorney, deposit any of its Subject Shares or Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any of its Subject Shares or Subject Securities.

(d) **Additional Company Shares.** The Shareholder: (i) agrees promptly to notify the Purchaser of any new Company Shares or Subject Securities acquired by the Shareholder after the execution of this Agreement; and (ii) acknowledges that any such new Company Shares or Subject Securities will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement.

(e) **Delivery of Proxy.** The Shareholder agrees that it will, on or before the fifth Business Day prior to the Company Meeting: (i) with respect to any Subject Shares (and any other Subject Securities entitled to vote) that are registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the Arrangement and each of the other transactions contemplated by the Arrangement Agreement (including the Arrangement Resolution) and (ii) with respect to any Subject Shares (and any other Subject Securities entitled to vote) that are beneficially owned by the Shareholder but not registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Shareholder holds its beneficial interest in the Shareholder's Subject Shares (and any other Subject Securities entitled to vote), instructing that the Shareholder's Subject Shares (and any other Subject Securities entitled to vote) be voted in favour of the approval of the Arrangement and each of the other transactions contemplated by the Arrangement Agreement (including the Arrangement Resolution Arrangement). Such proxy or proxies shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.

(f) **Non-Solicitation.** The Shareholder will, and will cause each of its affiliates and will instruct each of its representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser or an affiliate thereof) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, a Company Acquisition Proposal and for the remaining term of this Agreement, will not solicit, initiate or encourage inquiries, submissions, proposals or offers from any other Person relating to, or participate in any negotiations regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way with or assist or participate in or facilitate or encourage any effort or attempt with respect to any Company Acquisition Proposal.

(g) **Other Covenants.** The Shareholder hereby:

- (i) agrees not to exercise any Dissent Rights with respect to the Arrangement;
- (ii) consents to: (A) details of, or a summary of, this Agreement being set out in any news release, information circular, including the Company Circular, and court documents or other public disclosure produced by the Company or the Purchaser in connection with the transactions contemplated by this Agreement and the Arrangement Agreement and (B) this Agreement being made publicly available, including by filing on SEDAR. Otherwise, each of the parties hereto shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this 4(g)(i) shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to; and
- (iii) acknowledges and agrees that a summary of the negotiations leading to the execution and delivery of this Agreement may appear in the Company Circular and in any other public disclosure document required by any applicable Laws and further agrees that it will, as promptly as practicable, notify the Purchaser of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure documents if and to the extent that the Shareholder becomes aware that any such information shall have become false or misleading in any material respect.

(h) **Lock-up Period for Purchaser Shares.** Upon closing of the Arrangement, the Shareholder will receive common shares of the Purchaser (the “**Purchaser Shares**”) in exchange for the Subject Shares pursuant to the Arrangement Agreement.

- (i) The Shareholder agrees that, during the one year period from the Effective Date (the “**Lock-Up Period**”), the Shareholder will not, directly or indirectly, offer, sell, transfer, pledge, hypothecate, lend, assign, grant an option or right to purchase, make any short sale, enter into any swap, forward, hedge or any other agreement or arrangement to transfer the economic consequences of or alter the economic exposure to, or otherwise dispose of, monetize or deal with, or publicly announce any intention to do any of the foregoing, whether through the facilities of a stock exchange, by private placement or otherwise, any Purchaser Shares or securities convertible into, exchangeable for, or otherwise exercisable to acquire Purchaser Shares or other equity securities of the Purchaser, whether now owned or hereinafter acquired, directly or indirectly, by the Shareholder now or hereinafter under the control or direction of the Shareholder (the “**Shareholder’s Securities**”). The Shareholder hereby agrees and consents to the entry of stop transfer restrictions with the Purchaser’s transfer agent and registrar, or the equivalent, against the disposition or transfer of the Shareholder’s Securities contrary to the provisions of this agreement without any further act or approval on the part of the Shareholder.
- (ii) Subsection (i) above shall not apply to (a) transfers to affiliates of the Shareholder, any immediate family members of the Shareholder, or any company, trust or other entity owned by or maintained for the benefit of the Shareholder, (b) transfers occurring by operation of law, provided, in each case, that any such transferee shall first execute a lock-up agreement in substantially the form hereof covering the remainder of the Lock-Up Period, (c) transfers made pursuant to a *bona fide* take-over bid or similar transaction made to all holders of Purchaser Shares, including without limitation, a merger, arrangement or amalgamation, involving a change of control of the Purchaser and provided that in the event the take-over or acquisition transaction is not completed, the Shareholder’s Securities shall remain subject to the restrictions contained in this lock-up agreement, or (d) transfers or other dealings in respect of which the Purchaser has provided its prior written consent, such consent not to be unreasonably withheld or delayed.

5. **Termination**

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Shareholder;
- (b) if without the prior written consent of the Shareholder, there is any decrease in the amount of, or change in the form of, the Consideration payable for the outstanding Company Shares as set out in the Arrangement Agreement (*provided that* a decrease in the market price of the Purchaser Shares will not constitute a decrease in the amount of the consideration payable for the outstanding Company Shares as set out in the Arrangement Agreement);

- (c) the Outside Date;
- (d) the Effective Time; and
- (e) the termination of the Arrangement Agreement in accordance with its terms.

6. No Agreement as Director or Officer.

The Purchaser acknowledges that the Shareholder is bound hereunder solely in its capacity as a security holder of the Company and, if the Shareholder is a director or officer of the Company, that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Shareholder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Shareholder from fulfilling his or her fiduciary duties as a director or officer of the Company.

7. Injunctive Relief.

The parties to this Agreement acknowledge and agree that irreparable harm would occur for which monetary damages would not be an adequate remedy at Law if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties to this Agreement shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement and to ensure compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. These remedies are cumulative and in addition to any other rights or remedies available at Law or in equity.

8. Entire Agreement

This Agreement constitutes the entire agreement between parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings and negotiations, whether oral or written, of the parties hereto.

9. Amendment and Waiver.

This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

10. Notices.

All notices and communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally

or sent by email, or as of the following Business Day if sent by prepaid overnight courier, to the parties hereto at the following addresses (or at such other addresses as shall be specified by either party by notice to the other given in accordance with these provisions):

If to the Purchaser:
DGTL Holdings Inc.,
510 - 580 Hornby Street
Vancouver, British Columbia
V6C 3B6

Attention: Michael Racic, CEO
Email: mike@dgtlinc.com

with a copy (not constituting notice) to:

Garfinkle Biderman LLP
Dynamic Funds Tower, 1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Attention: Grant Duthie
Email: gduthie@garfinkle.com

If to the Shareholder, to the address or facsimile number or email address set forth for Shareholder on the signature page hereof.

11. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the Laws of Ontario and the federal laws of Canada applicable therein.

(b) Each of the parties hereto irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of Ontario in respect of all matters arising under and in relation to this Agreement and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

(c) The parties hereto confirm that it is their express wish that this Agreement, as well as any documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

(d) If any term or provision of this Agreement is determined to be illegal, invalid or incapable of being enforced by any court of competent jurisdiction, that term or provision will be severed from this Agreement and the remaining terms and provisions shall remain in full force and effect. Upon such determination that any term or provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the

parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

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

(f) Time shall be of the essence in this Agreement.

(g) Each of the Shareholder and the Purchaser will pay its own expenses (including the fees and disbursements of legal counsel and other advisers) incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

(h) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns. Neither party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto. No assignment shall relieve the assigning party of any of its obligations hereunder.

(i) This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

DGTL HOLDINGS INC.

By: signed "Michael Racic"

Name: Michael Racic

Title: CEO

LOEB HOLDING CORPORATION

By: signed "Bruce L. Lev"

Name: Bruce L. Lev

Title: CEO

Address: [REDACTED]

Email: [REDACTED]

Number of Company Shares Beneficially Owned as of the Date of this Agreement:

6,128,190

Number of Company Options Beneficially Owned as of the Date of this Agreement:

181,980

Number of Company RSAs Beneficially Owned as of the Date of this Agreement:

None