OVERACTIVE MEDIA CORP.

\- and -

OAMLEC, S.L.U.

as **Purchaser**

\- and -

GOATCH GLOBAL, S.L.

as **Vendor**

ASSET PURCHASE AGREEMENT

January 22, 2024

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION 4
1.1 Defined Terms 4
1.2 Gender and Number 12
1.3 Headings, etc. 12
1.4 Currency 12
1.5 Certain Phrases, etc. 12
1.6 Knowledge 13
1.7 Ordinary Course 13
1.8 Accounting Terms 13
1.9 Schedules 13
1.10 References to Persons and Agreements 13
1.11 Statutes 13
1.12 Non-Business Days 13
1.13 OAM Shares 13

ARTICLE 2 PURCHASE AND SALE 14
2.1 Purchase and Sale 14
2.2 Excluded Assets 14
2.3 Liabilities 14

ARTICLE 3 PURCHASE PRICE 15
3.1 Purchase Price 15
3.2 Satisfaction of the Initial Purchase Price 15
3.3 VAT 15
3.4 TSXV and Canadian Securities Law Matters 16
3.5 Earnout 16
3.6 19.9% Ownership Limitation 21

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE VENDOR 21
4.1 Representations and Warranties of the Vendor 21

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF OAM AND THE PURCHASER 28
5.1 Representations and Warranties of OAM and the Purchaser 28

ARTICLE 6 PRE-CLOSING COVENANTS 30
6.1 Undertakings of the Vendor Prior to Closing 30
6.2 Conduct of the Business of OAM and the Purchaser Prior to Closing 31
6.3 Access to Books and Records 32
6.4 Notification of Breaches 32

ARTICLE 7 CLOSING AND CLOSING CONDITIONS 32
7.1 Date, Time and Place of Closing 32
7.2 Mutual Conditions to Closing 33
7.3 Conditions to Closing in Favour of the Purchaser 34
7.4 Conditions to Closing in Favour of the Vendor 35
7.5 Closing Procedures 36

ARTICLE 8 INDEMNIFICATION 37
8.1 Survival 37
8.2 Indemnification in Favour of the Purchaser 37
8.3 Indemnification in Favour of the Vendor 38
8.4 Thresholds and Limitations 39
8.5 Notification 40
8.6 Limitation Periods 40
8.7 Direct Claims 41
8.8 Third Party Claims 41
8.9 Payment of Claims 43
8.10 Exclusion of Other Remedies; Specific Performance 43
8.11 One Recovery 44
8.12 Duty to Mitigate 44
8.13 Adjustment to Purchase Price 44
8.14 Right of Set-Off 44

ARTICLE 9 POST-CLOSING COVENANTS 45
9.1 Confidentiality 45
9.2 Access to Books and Records 45
9.3 Further Assurances 46

ARTICLE 10 TERMINATION AND ABANDONMENT 46
10.1 Termination 46
10.2 Effect of Termination 47

ARTICLE 11 MISCELLANEOUS 47
11.1 Notices 47
11.2 Time of the Essence 48
11.3 Announcements 48
11.4 Third Party Beneficiaries 48
11.5 Expenses 49
11.6 Amendments 49
11.7 Waiver 49
11.8 Entire Agreement 49
11.9 Language 49
11.10 Successors and Assigns 49
11.11 Severability 50
11.12 Governing Law 50
11.13 Execution by Electronic Transmission 50
11.14 Counterparts 50
11.15 Independent Advice 50

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated January 22, 2024 among (a) **OVERACTIVE MEDIA CORP.** ("**OAM**"), (b) **OAMLEC, S.L.U.**, as purchaser (the "**Purchaser**"), (b) **GOATCH GLOBAL, S.L.** as vendor (the "**Vendor**").

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

"**10-Day VWAP**" means the volume weighted average trading price of the OAM Shares on the TSXV (or other stock exchange on which such shares are listed, if the shares are not listed on the TSXV) for the 10 consecutive trading days ending on the date of calculation, subject to compliance with the rules and policies of the TSXV. The weighted average trading price will be determined by dividing the aggregate sale price of all OAM Shares sold on the TSXV (or other stock exchange on which such shares are listed, if the shares are not listed on the TSXV) during the 10 consecutive trading days by the total number of OAM Shares so sold.

"**Adjusted EBITDA**" means net income or loss before income taxes, finance costs, depreciation and amortization, decrease in net present value of franchise obligations, foreign exchange gains / loss, restructuring costs, the reversal of certain provisions from franchise leagues and share-based compensation, determined in accordance with IFRS and the illustrative calculation set out in **Schedule 1.1**.

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one (1) or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"**Agreement**" means this asset purchase agreement and all Schedules and instruments in amendment of it.

"**Ancillary Agreements**" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement, including the Services Agreements, the Lock-Up Agreement, the Non-Competition Agreement and the Escrow Agreement, as each may be amended from time to time.

"**Assumed Liabilities**" has the meaning specified in Section 2.3(a).

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"**Basket**" has the meaning specified in Section 8.4(c).

"**Books and Records**" means originals, or where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Entity), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files primarily relating to the Purchased Assets.

"**Bribery Act**" has the meaning specified in Section 4.1(t)(B).

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which chartered banks are closed for business in any of: Toronto (Canada), Ontario (Canada), Madrid (Spain) or Barcelona (Spain).

"**Cap**" has the meaning specified in Section 8.4(d).

"**Claim**" means any claim, demand, complaint, grievance, action, application, order, proceeding, audit, investigation, suit, appeal, demand, grievance, arbitration, cause or right of action, or any other proceeding, arbitration, mediation or other dispute resolution procedure relating to any of the foregoing, or any orders, writs, injunctions or decrees of any Governmental Entity.

"**Claim Amount**" has he meaning specified in Section 8.9(a).

"**Closing**" means the completion of the transaction of purchase and sale contemplated in this Agreement, by means of the delivery of the Purchased Assets and the performance of the other actions provided for in this Agreement, as per Section 7.5 of this Agreement.

"**Closing Date**" means five (5) Business Days after the last of the conditions to Closing set forth in Article 7 has been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or such other date as may be agreed to in writing by the Purchaser and the Vendor.

"**Closing Share Consideration**" has the meaning specified in Section 3.2(i).

"**Closing Time**" means 10:00 a.m. (Spanish time) on the Closing Date at the offices of the Notary, or at such other place, on such other date or at such other time as the Vendor and the Purchaser may agree to in writing.

"**Collateral Source**" has the meaning specified in Section 8.4(g).

"**Confidentiality Agreement**" has the meaning specified in Section 9.1.

"**Cumulative Adjusted EBITDA**" means the Adjusted EBITDA of the EMEA Business on a consolidated basis over the First Earnout Period or the Second Earnout Period, as applicable.

"**Damages**" means any losses, liabilities, damages, Taxes, penalties, assessments, settlements, judgments, including fines, sanctions, charges, costs, expenses, payments, all costs and expenses of investigating any Claim, any appeal therefrom, all amounts paid incident to any compromise or settlement of any such Claim, and all reasonable legal fees and expenses related to the foregoing but excluding loss of profits and consequential damages, except to the extent forming part of a Third Party Claim.

"**Direct Claim**" means any cause, matter, thing, act, omission or state of facts not involving a Third Party Claim which entitles or may entitle an Indemnified Party to make a claim for indemnification under this Agreement.

"**Dispute Notice**" has the meaning specified in Section 3.5(b)(i).

"**Disputed Item**" has the meaning specified in Section 3.5(b)(i).

"**Draft Earnout Statement**" means the First Draft Earnout Statement or Second Draft Earnout Statement, as applicable.

"**Earnout Periods**" means the First Earnout Period and the Second Earnout Period.

"**Earnout Shares**" means the First Earnout Shares and the Second Earnout Shares.

"**EMEA Business**" means the esports and gaming entertainment business conducted in Europe, the Middle East and Africa during the Earnout Period by OAM and any of its direct or indirect domiciled Subsidiaries (including the Purchaser) during the Earnout Period.

"**Entity**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.

"**Escrow Agent**" means Olympia Trust Company.

"**Escrow Agreement**" means an escrow agreement to be entered into at Closing between the Purchaser, the Vendor and the Escrow Agent, in form and substance agreed to by the parties thereto, acting reasonably.

"**Escrow Shares**" has the meaning specified in Section 3.2(ii).

"**Excluded Assets**" means, subject to Section 2.2(b), the Team Contracts, the [redacted] and any other assets, rights or properties of the Vendor except for the Purchased Assets.

"**Excluded Claim**" means any claim for indemnification pursuant to (i) the Vendor's fraud or fraudulent or intentional misrepresentation or (ii) Section 8.2(a)(ii) through Section 8.2(a)(v).

"**First Earnout Period**" means the period from January 1, 2024 to December 31, 2026.

"**First Earnout Shares**" has the meaning specified in Section 3.5(b).

"**First Draft Earnout Statement**" has the meaning specified in Section 3.5(a)(i).

"**Final Earnout Statement**" has the meaning specified in Section 3.5(j) or Section 3.5(k), as the case may be.

"**Fundamental Representation Claim**" means any claim for indemnification pursuant to an inaccuracy or breach of any Fundamental Representation.

"**Fundamental Representations**" means those representations and warranties set out in (i) Section 4.1(a) (Power of Vendor), Section 4.1(b) (Authorization of Vendor), Section 4.1(c) (No Conflicts and Consents), Section 4.1(d) (Execution and Binding Obligation), Section 4.1(e) (No Other Agreements to Purchase) and Section 4.1(m) (Title to Assets and Sufficiency of Assets) and (ii) 5.1(a) (Incorporation and Corporate Power), 5.1(b) (Corporate Authorization), 5.1(c) (No Conflict), 5.1(e) (Execution and Binding Obligation) 5.1(h) (Authorized and Issued Capital), 5.1(i) (Share Consideration) and 5.1(n) (No Cease Trade Orders).

"**Governmental Entity**" means: (i) any governmental or public department, central bank, court, minister, governor-in-counsel, cabinet, commission, tribunal, judicial body, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, municipal, local, foreign, or other; (ii) any subdivision or authority of any of the above; (iii) any stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"**IFRS**" means International Financial Reporting Standards.

"**Indemnified Party**" means a Person with indemnification rights or benefits under Section 8.2 or Section 8.3, or otherwise under this Agreement.

"**Indemnifying Party**" means a Party against which a claim may be made for indemnification under this Agreement, including pursuant to Article 8.

"**Initial Purchase Price**" has the meaning specified in Section 3.1.

"**Initial Share Consideration**" means the Closing Share Consideration and the Escrow Shares.

"**Intellectual Property**" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, under the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trade-marks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations,

applications and renewals for, any of the foregoing; (b) all business names, corporate names, telephone numbers and other communication addresses owned or used by the Vendor in the conduct of the Business; (c) internet domain names, whether or not trade-marks, registered in any top-level domain by any authorized private registrar or Governmental Entity, web addresses, web pages, websites and related content, accounts with any social media companies and the content found thereon and related thereto, and URLs (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer and moral rights, and all registrations, applications for registration and renewals of such copyrights; (e) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations; (f) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (g) patents (including all patent registrations, reissues, divisional applications or analogous rights, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other Governmental Entity issued indicia of invention ownership (including inventor's certificates and patent utility models); and (h) software owned or used by the Vendor in the conduct of the Business.

"**Key Persons**" means Ibai Llanos and Gerard Piqué.

"**Laws**" means any applicable principles of common law and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations, instruments, by-laws (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) standards, policies, guidelines, notices and protocols, to the extent that they have the force of law.

"**Licenses**" means any permit, license, authorization, registration, statement of responsibility (*declaración responsable*), prior notice (*comunicación previa*), concession, or any other administrative enabling instrument (*título administrativo habilitante*).

"**Lien**" means any mortgage, debenture, deed of trust, charge, pledge, hypothec, security interest, option, right of first refusal, pre-emptive right, right-of-way, assignment, lien (statutory or otherwise), encumbrance, easement, claim, execution, reservation, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restriction on transfer, lease, sublease, license, work order, open permit, encroachment or survey defect, restrictive covenant or other encumbrance of any nature (including notices or other registrations in respect of any of the foregoing).

"**Lock-Up Agreements**" means a lock-up agreement to be entered into at Closing between OAM, the Vendor and the Key Persons, in substantially the form attached as Schedule 7.3(e)(iii).

"**Material Contract**" has the meaning specified in Section 4.1(o).

[redacted] has the meaning specified in Section 2.2(b).

"**Neutral Accountant**" has the meaning specified in Section 3.5(g).

"**Non-Competition Agreement**" means the non-competition, non-solicitation and non-interference agreement to be entered into at Closing between OAM and each of the Key Persons in substantially the form attached hereto as Schedule 7.3(e)(vi).

"**Notary**" has the meaning specified in Section 7.1.

"**Notary Fees**" has the meaning specified in Section 7.1.

"**Notice**" has the meaning specified in Section Article 11.

"**Notice Period**" has the meaning specified in Section 3.5(b)(i).

"**OAM**" has the meaning given to it in the introductory paragraph of this Agreement.

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

"**Order**" means a judgment, order, decree, writ, injunction, decree, ruling, stipulation, determination or award.

"**Outside Date**" means March 22, 2024.

"**Owned IP**" has the meaning specified in Section 4.1(p)(i).

"**Parties**" means the Vendor and the Purchaser and OAM, and any other Person who becomes a party to this Agreement, and "**Party**" means any one of the Parties individually.

"**Person**" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"**Personal Information**" means information about an identifiable individual as defined in Privacy Laws.

"**Privacy Laws**" means Laws relating to the collection, access, use, storage, processing, transfer, disclosure and protection of Personal Information, including Laws regarding (i) data privacy and information security, (ii) data breach notification (as applicable) and/or (iii) trespass, computer crime and other laws governing unauthorized access to or use of electronic data, including Spanish and community regulations on data protection and, particularly, with the General Data Protection Regulation (Regulation (EU) 2016/679), Spanish Act 3/2018, of December 5, on Data Protection and Guarantee of Digital Rights, and with all other applicable supplementary and implementation regulations.

"**Purchase Price**" has the meaning specified in Section 3.1.

"**Purchased Assets**" means the following assets:

(i) subject to Section 2.2(b), [redacted];

(ii) all Intellectual Property and social media profiles and accounts owned by the Vendor set out in **Schedule A** hereto; and

(iii) subject to Privacy Laws, all Books and Records related to the assets described in paragraphs (i) and (ii) above.

"**Purchaser**" has the meaning given to it in the introductory paragraph of this Agreement.

"**Purchaser Indemnified Persons**" has the meaning specified in Section 8.2(a).

[redacted]

"**Related Party**" means, with respect to a Person, (a) any Affiliate of such Person, and any direct or indirect beneficial owner of 10% or more of the equity securities or voting securities or other voting interests in such Person; (b) any member, manager, general partner, director, officer, trustee, executor, receiver, guardian, or personal representative of such Person or Person described in clause (a) above or the estate of such Person or any Person described in clause (a) above; (c) that is an individual, (i) any other individual who is a member of such individual's immediate family, (ii) the individual's spouse or domestic partner, or (iii) any Person related to such Persons within the second degree; and (d) any trust, family partnership, family limited partnership, family limited liability company, or other entity established for the benefit of such Person or any Person described in any of clauses (a) through (c) above.

"**Related Party Transaction**" has the meaning specified in Section 4.1(j).

"**Resolution Period**" has the meaning specified in Section 3.5(g).

"**Retained Liabilities**" has the meaning specified in Section 2.3(b)

"**Riders Acquisition**" means the acquisition of all issued and outstanding shares of Team RandomK eSports S.L. by OAM pursuant to the share purchase agreement dated as of the date hereof.

[redacted]

"**Second Earnout Period**" means the period from January 1, 2027 to December 31, 2028.

"**Second Earnout Shares**" has the meaning specified in Section 3.5(c).

"**Second Draft Earnout Statement**" has the meaning specified in Section 3.5(a)(ii).

"**Securities Commission**" means the applicable securities commissions or regulatory authorities in each of the jurisdictions where securities of the Purchaser are traded or sold.

"**Service Agreement Early Termination**" has the meaning specified in 3.5(d).

"**Services Agreements**" means the services agreements to be entered into at Closing between the Purchaser and each of the Key Persons in substantially the form attached hereto as **Schedule 7.3(e)(v)**.

"**Share Consideration**" means the Closing Share Consideration, the Escrow Shares, and the Earnout Shares, if any.

"**Spanish GAAP**" means generally accepted accounting principles and practices in Spain under current applicable law, including the Commercial Code and the Spanish General Accounting Plan (*Plan General Contable*).

"**Subsidiary**" or "**Subsidiaries**" of any Person means any corporation, partnership, limited liability company or other legal entity in which such Person (either alone or through or together with any other Subsidiary), owns, directly or indirectly, fifty percent (50%) or more of the stock or other equity or ownership interests, the holder of which is generally entitled to elect a majority of the board of directors or other governing body of such legal entity.

"**Tax Returns**" means any and all returns, reports, declarations and elections, filed or required to be filed in respect of Taxes, including any amendment, schedule, attachment or supplement thereto and whether in tangible or electronic form.

"**Taxes**" means (i) any and all taxes (direct or indirect), duties, fees, excises, premiums, assessments, imposts, impositions, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity including any amounts required to be repaid in respect of any subsidy programs enacted by any Governmental Entity, those levied on, or measured by, or referred to as income, gross receipts, earnings, profits, capital, corporate, transfer, land transfer, sales, goods and services, use, value-added, excise, stamp, withholding, business, license, franchising, real or personal property, payroll, employment, wage, employer health, social services, severance, utility, occupation, premium, windfall, education and social security contributions and taxes, all surtaxes, all custom duties and import and export taxes, all license, franchise and registration fees and all employment insurance, health insurance and government pension plan premiums, workers' compensation levies, and retirement contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amount of the type described in the immediately preceding clauses (i) and/or (ii), above, or this clause, as a result of being a transferee or successor of another entity or a member of a related, non-arm's length, affiliated, consolidated, unitary or combined group; and (iv) any liability for any amount of the type described in the preceding clauses (i), (ii) and/or (iii) above as a result of a contractual obligation to indemnify any Person or other entity.

"**Team**" means the Vendor's esports team to which the [redacted] and the Team Contracts relate.

"**Team Contracts**" means the [redacted] player and coach contracts detailed in **Schedule B** hereto (the "**Players**" and the "**Coaches**", respectively), which are Excluded Assets.

"**Third Party Claim**" means any action, suit, proceeding, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, against an Indemnified Party pursuant to which an Indemnified Party makes a claim for indemnification under this Agreement.

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

"**TSXV Approval**" means the approval of the TSXV of the transactions contemplated by this Agreement, the issuance of Share Consideration to the Vendors in accordance with this Agreement and the listing of the Share Consideration on the TSXV, subject only to satisfaction of conditions acceptable to the Parties in their discretion, acting reasonably.

[redacted]

"**VAT**" means value-added tax.

"**Vendor**" has the meaning given to it in the introductory paragraph of this Agreement.

"**Vendor Indemnified Persons**" has the meaning specified in Section 8.3.

1.2 Gender and Number

Any reference in this Agreement to gender includes all genders. Words importing the singular number include the plural and vice versa.

1.3 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the interpretation of this Agreement.

1.4 Currency

All references in this Agreement to dollars, or to $ are expressed in the lawful currency of Canada unless otherwise specifically indicated.

1.5 Certain Phrases, etc.

In this Agreement (i) the words "**including**", "**includes**" and "**include**" mean "**including (or includes or include) without limitation**", and (ii) the phrase "**the aggregate of**", "**the total of**", "**the sum of**", or a phrase of similar meaning means "**the aggregate (or total or sum), without duplication, of**". Unless otherwise specified, the words "**Article**" and "**Section**" followed by a number mean and refer to the specified Article or Section of this Agreement. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "**from**" means "**from and including**" and the words "**to**" and "**until**" each mean "**to and including**".

1.6 Knowledge

Where any representation or warranty contained in this Agreement is qualified by reference to the "**knowledge**" of the Vendor, it refers to the knowledge of each of the directors of the Vendor, after reasonable inquiry (including, where appropriate, inquiries made to the Key Persons) and the knowledge that such individuals would reasonably be expected to obtain in the course of diligently performing their duties for the Vendor.

1.7 Ordinary Course

The terms "**ordinary course**" and "**in the ordinary course of business**" with respect to a Person means that such action or occurrence is materially consistent with past practices and customs of such Person (including with regard to nature, frequency and magnitude) and is taken or occurs in the ordinary course of the normal operations of such Person.

1.8 Accounting Terms

All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with Spanish GAAP.

1.9 Schedules

The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

1.10 References to Persons and Agreements

Any reference in this Agreement to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns. The term "Agreement" and any reference to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and includes all schedules to it.

1.11 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

1.12 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment shall be made or such action shall be taken on or not later than the next succeeding Business Day.

1.13 OAM Shares

Any reference in this Agreement, including the Schedules and the other agreements referred to herein (including the Ancillary Agreements), to a number or amount of any OAM Shares that are

part of the Share Consideration is subject to appropriate adjustment for any stock split, reverse stock split, stock dividend or similar transaction occurring after the date hereof.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale

Subject to the terms and conditions of this Agreement, on the Closing Date and effective as of the Closing, the Vendor agrees to sell, convey, assign, transfer and deliver to the Purchaser and the Purchaser agrees to purchase, acquire and accept from the Vendor, free and clear of all Liens, all of the Vendor's right, title and interest in the Purchased Assets.

This Agreement takes effect on the date it is signed. The Parties waive the application of article 1,120 of the Spanish Civil Code.

2.2 Excluded Assets

Notwithstanding anything to the contrary in this Agreement:

(a) nothing contained herein shall be construed as an acquisition by the Purchaser of the Excluded Assets, which assets shall remain the property of the Vendor; and

(b) [redacted]

2.3 Liabilities

(a) The Purchaser shall assume, as of the Closing Time, all liabilities relating the Purchased Assets to the extent arising or occurring following the Closing Time (the "**Assumed Liabilities**").

(b) Other than the Assumed Liabilities, the Purchaser shall not and does not assume, agree to pay, discharge, perform or fulfill, or otherwise have any responsibility for, any liabilities of the Vendor in connection with the purchase and sale of the Purchased Assets, and the Vendor shall be and remain solely responsible for, any and all such liabilities (the "**Retained Liabilities**"). For the avoidance of doubt, the Purchaser shall not and does not assume, agree to pay, discharge, perform or fulfill, or otherwise have any responsibility for, any liabilities of the Vendor for Taxes with respect to the Purchased Assets relating to the ownership of the Purchased Assets up until the Closing Time.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The aggregate consideration payable by the Purchaser to the Vendor for the Purchased Assets (the "**Purchase Price**") shall be (a) the Initial Share Consideration (the "**Initial Purchase Price**"), plus (b) the contingent right to receive the Earnout Shares, if any, that may be payable as provided in Section 3.5.

The Vendor and the Purchaser agree to allocate the Purchase Price among the Purchased Assets in accordance with and as reflected in **Schedule 2.1.** Such allocation shall be conclusive and binding upon the Parties. The Parties agree to execute and file all of their own Tax Returns and prepare all of their own financial statements and other instruments on the basis of the allocation set forth in Schedule 2.1.

OAM agrees that it will issue the Share Consideration to the Purchaser, or as the Purchaser may otherwise direct, when and as any Share Consideration is payable under the terms of this Agreement so as the Purchaser may satisfy its obligations to deliver the Share Consideration to the Vendor.

3.2 Satisfaction of the Initial Purchase Price

Subject to the terms and conditions of this Agreement, at Closing, the Initial Purchase Price will be paid and satisfied by the Purchaser, by:

(i) delivering 15,400,000 OAM Shares to the Vendor by way of the direct registration system at a deemed per share price of $0.246 (the "**Closing Share Consideration**"); and

(ii) delivering, subject to Article 8, 7,100,000 OAM Shares (the "**Escrow Shares**") to the Escrow Agent at a deemed per share price of $0.246 in accordance with the terms of the Escrow Agreement.

3.3 VAT

VAT at a 21% rate (or the relevant applicable rate in accordance with any applicable Law) will be added on Closing to the value of the Closing Share Consideration and the Escrow Shares and charged and included in the relevant invoice issued and it will be paid in cash by the Purchaser, no later than fifteen (15) Business Days from the date of issuance of the invoice.

The Vendor shall promptly remit such cash payment to the applicable Governmental Entities in satisfaction of its VAT remittance obligations and shall provide of evidence of such remittance to the Purchaser if requested by the Purchaser.

The same rule would apply to the delivery of the Earnout Shares, when issued and, consequently, the VAT would be added to the relevant invoice(s) and will be paid in cash no later than fifteen (15) Business Days from the date of issuance of the invoice.

The amount of VAT payable by the Purchaser will be calculated based on the value of the Share Consideration on the date of delivery, which will be determined based on the 10-Day VWAP as of.the date such Share Consideration is delivered

3.4 TSXV and Canadian Securities Law Matters

The Vendor acknowledges that the Purchaser may be required to file a report with the Canadian securities regulatory authorities containing personal information about the Vendor, including its full name, address and telephone number, the number and type of securities acquired, the fair value and total purchase price paid for the securities, the date of the Closing and the exemption relied upon for the distribution of the Share Consideration under applicable Canadian securities Laws.

3.5 Earnout

(a) As soon as reasonably practicable, but in no event later than thirty (30) days following the filing of the consolidated audited annual financial statements of OAM for the year ended:

(i) December 31, 2026, the Purchaser shall deliver to the Vendor a detailed report (the "**First Draft Earnout Statement**") setting forth in reasonable detail its calculations in accordance with this Agreement of the Cumulative Adjusted EBITDA for the First Earnout Period; and

(ii) December 31, 2028, the Purchaser shall deliver to the Vendor a detailed report (the "**Second Draft Earnout Statement**") setting forth in reasonable detail its calculations in accordance with this Agreement of the Cumulative Adjusted EBITDA for the Second Earnout Period.

OAM shall provide access to its books and records and the books and records of its Subsidiaries (upon reasonable advance notice during normal business hours) to the Vendor and its advisors, as they may reasonably request in order to confirm the Cumulative Adjusted EBITDA achieved for the Earnout Periods.

(b) Subject to the Purchaser's right of set-off pursuant to Section 8.14 and to Section 3.5(b)(i), the Purchaser will deliver up to a maximum of 4,000,000 OAM Shares (the "**First Earnout Shares**") by way of the direct registration system to the Vendor, as promptly as reasonably practicable (and, unless otherwise specified below, in no event later than fifteen 15 Business Days) after the date of determination of the Final Earnout Statement for the First Earnout Period. The exact number of First Earnout Shares to be delivered by the Purchaser to the Vendor shall be determined in accordance with the following parameters:

(i) if the Cumulative Adjusted EBITDA for the First Earnout Period is less than [redacted], the Purchaser shall not deliver any OAM Shares and the Vendor shall forfeit any and all rights to receive OAM Shares pursuant to this Section 3.5(b);

(ii) if the Cumulative Adjusted EBITDA for the First Earnout Period is equal to or greater than [redacted] but less than [redacted], the Purchaser shall deliver 800,000 OAM Shares;

(iii) if the Cumulative Adjusted EBITDA for the First Earnout Period is equal to or greater than [redacted] but less than [redacted], the Purchaser shall deliver 1,600,000 OAM Shares;

(iv) if the Cumulative Adjusted EBITDA for the First Earnout Period is equal to or greater than [redacted], but less than [redacted], the Purchaser shall deliver 2,400,000 OAM Shares;

(v) if the Cumulative Adjusted EBITDA for the First Earnout Period is equal to or greater than [redacted] but less than [redacted], the Purchaser shall deliver 3,200,000 OAM Shares; and

(vi) if the Cumulative Adjusted EBITDA for the First Earnout Period is equal to or greater than [redacted], the Purchaser shall deliver 4,000,000 OAM Shares.

(c) Subject to the Purchaser's right of set-off pursuant to Section 8.14 and to Section 3.5(b)(i), the Purchaser will deliver up to a maximum of 3,500,000 OAM Shares (the "**Second Earnout Shares**") by way of the direct registration system to the Vendor, as promptly as reasonably practicable (and, unless otherwise specified below, in no event later than fifteen 15 Business Days) after the date of determination of the Final Earnout Statement for the Second Earnout Period. The exact number of Second Earnout Shares to be delivered by the Purchaser to the Vendor shall be determined in accordance with the following parameters:

(i) if the Cumulative Adjusted EBITDA for the Second Earnout Period is less than [redacted], the Purchaser shall not deliver any OAM Shares and the Vendor shall forfeit any and all rights to receive OAM Shares pursuant to this Section 3.5(b);

(ii) if the Cumulative Adjusted EBITDA for the Second Earnout Period is equal to or greater than [redacted] but less than [redacted], the Purchaser shall deliver 700,000 OAM Shares;

(iii) if the Cumulative Adjusted EBITDA for the Second Earnout Period is equal to or greater than [redacted] but less than [redacted], the Purchaser shall deliver 1,400,000 OAM Shares;

(iv) if the Cumulative Adjusted EBITDA for the Second Earnout Period is equal to or greater than [redacted], but less than [redacted], the Purchaser shall deliver 2,100,000 OAM Shares;

(v) if the Cumulative Adjusted EBITDA for the Second Earnout Period is equal to or greater than [redacted], but less than [redacted], the Purchaser shall deliver 2,800,000 OAM Shares; and

(vi) if the Cumulative Adjusted EBITDA for the Second Earnout Period is equal to or greater than [redacted], the Purchaser shall deliver 3,500,000 OAM Shares.

(d) Should either of the Services Agreements be terminated by (i) the Key Persons (except for a termination for "Good Reason" as that term is defined in the Services Agreement) or (ii) the Purchaser for "just cause" (as that term is defined in the Services Agreements) (either of which is a "**Service Agreement Early Termination**"), in either case prior to the end of the First Earnout Period or the Second Earnout Period, as applicable, the Purchaser will not deliver and the Vendor will not receive any Earnout Shares in respect of the applicable period. For greater certainty, the Vendor shall be entitled to retain any Earnout Shares that have been issued prior to the occurrence of a Service Agreement Early Termination.

(e) Should either of the Services Agreements be terminated by (i) the Key Persons for "Good Reason" (as that term is defined in the Services Agreement) or (ii) the Purchaser without "just cause" (as that term is defined in the Services Agreements), in either case prior to the end of the First Earnout Period or the Second Earnout Period, as applicable, the Purchaser will, not later than five Business Days after the date of such termination, deliver to the Vendor the maximum number of Earnout Shares that are deliverable by the Vendor pursuant to this Section 3.5 in respect of the Second Earnout Period (if such termination occurs during the Second Earnout Period) or in respect of the First Earnout Period and the Second Earnout Period (if such termination occurs during the First Earnout Period).

(f) The Draft Earnout Statement and the Purchaser's calculation of the Cumulative Adjusted EBITDA set forth therein shall be final, binding and conclusive on the parties hereto unless the Vendor, within twenty (20) Business Days following the Vendor's receipt of the Draft Earnout Statement (the "**Notice Period**"), delivers to the Purchaser a written notice of disagreement (a "**Dispute Notice**") setting forth in reasonable detail (A) each specific item or amount in the Draft Earnout Statement as to which the Vendor disagrees in good faith (each, a "**Disputed Item**"); (B) the basis for each Disputed Item (which shall be that either (1) a Disputed Item was not calculated in accordance with the definition of Cumulative Adjusted EBITDA or the other terms of this Agreement or (2) the Draft Earnout Statement contains a mathematical or clerical error or (3) the scope of the EMEA Business and the effectively inclusion within the calculation of the Cumulative Adjusted EBITDA of the whole EMEA Business) and reasonable supporting documentation therefor and (C) the Vendor's alternative calculation of the Cumulative Adjusted EBITDA, if any. The Vendor shall be deemed to have agreed with all items and amounts set forth in the Draft Earnout Statement other than the Disputed Items set forth in any Dispute Notice with respect to the Draft Earnout Statement.

(g) If the Vendor sends a Dispute Notice in accordance with Section 3.5(e), the Purchaser and the Vendor shall work expeditiously and negotiate in good faith to see if they can resolve such objections within ten (10) Business Days (the "**Resolution Period**") following receipt of the Dispute Notice. Failing resolution of all disputes listed in the Dispute Notice, within ten (10) days after the expiration

of the Resolution Period, the Purchaser and the Vendor shall jointly engage PricewaterhouseCoopers LLP or if such firm is unable to act, Ernst & Young LLP, or if such firm is unable to act, an independent recognized firm of chartered accountants mutually agreed to by the Purchaser and the Vendor, each acting reasonably (the "**Neutral Accountant**") to resolve all unresolved disputes set forth in the Dispute Notice. The Neutral Accountant shall identify a member of its office with experience in resolving similar disputes to act in such mandate and shall determine the procedures applicable to the resolutions of the amounts in dispute with the primary purposes of an accurate yet, while taking into consideration the amount of the dispute, expeditious resolution of the dispute and minimizing the expenses of the Parties relating to the resolution of the dispute.

(h) Within fifteen (15) days after the Neutral Accountant is appointed as described above, the Purchaser shall forward a copy of the Draft Earnout Statement to the Neutral Accountant, and the Vendor shall forward a copy of the Dispute Notice, as well as, in each case, any relevant supporting documentation. The Neutral Accountant shall allow each of the Purchaser and the Vendor to present in writing their respective positions regarding the Draft Earnout Statement and the Dispute Notice and each of them shall have the right to present additional documents, materials and other information (copies of which shall be concurrently provided to the other Party). The Neutral Accountant's role shall be limited to resolving such disputes and determining the amounts to be set forth in the Draft Earnout Statement in order to determine each of the Disputed Items, in accordance with the terms of this Agreement (for greater certainty, the Neutral Accountant shall assign a value for each item in dispute that is not greater or less than the highest and lowest amount specified by the Purchaser and the Vendor). In resolving such disputes, the Neutral Accountant shall (i) apply the provisions of this Agreement concerning determination of the Draft Earnout Statement and the amounts to be set forth therein, (ii) act as an expert and not as an arbitrator and (iii) base its determination solely on the written submissions of the Purchaser and the Vendor and shall not conduct an independent investigation. The Neutral Accountant shall promptly provide written notice to the Purchaser and the Vendor of its resolution of such disputes and the resulting calculation of the Disputed Item, which calculations and determinations shall be final and binding upon the Parties and will not be subject to appeal. The Neutral Accountant shall be instructed to use commercially reasonable efforts to perform its services within thirty (30) days of its receipt of the Draft Earnout Statement and Dispute Notice, together with all relevant supporting documentation.

(i) The Neutral Accountant will determine the allocation of the cost of its review and report based on the inverse of the percentage its determination (before such allocation) bears to the total amount of the disputed portions of the Draft Earnout Statement as originally submitted to the Neutral Accountant. However, the Vendor and the Purchaser shall each bear their own costs in presenting their respective cases to the Neutral Accountant. The Purchaser and the Vendor will each bear their own fees and expenses, including the fees and expenses of their respective auditors, in preparing or reviewing, as the case may be, the Draft Earnout Statement.

(j) If the Vendor does not notify the Purchaser of any objection within the Notice Period, the Vendor shall be deemed to have accepted and approved the Draft Earnout Statement and such Draft Earnout Statement will be final, conclusive and binding upon the Parties, and will not be subject to appeal. The Draft Earnout Statement will become the "**Final Earnout Statement**" on the next Business Day following the end of the Notice Period.

(k) If the Vendor sends a Dispute Notice in accordance with Section 3.5(e), the Purchaser and the Vendor will revise the Draft Earnout Statement to reflect the final resolution of such objections under Section 3.5(g) or final determination of such objections under Section 3.5(h) within two (2) Business Days following such final resolution or determination. Such revised Draft Earnout Statement will be final, conclusive and binding upon the Parties, and will not be subject to appeal; provided, however, that nothing contained in this Section 3.5 shall serve to limit a Party's liability for any breach of representation, warranty or covenant in this Agreement. The Draft Earnout Statement will become the "**Final Earnout Statement**" on the next Business Day following the revision of the Draft Earnout Statement under this Section 3.5(k).

(l) The Parties agree that the procedure set forth in this Section 3.5 for resolving disputes with respect to the Draft Earnout Statement is the sole and exclusive method of resolving such disputes.

(m) Any amount paid pursuant to this Section 3.5 shall be treated as an adjustment to the Purchase Price for Tax purposes, except to the extent otherwise required by applicable Law.

(n) The Vendor acknowledges and agrees that the Earnout Shares received by it pursuant to this Section 3.5, if any, will not be sold over a Canadian stock exchange or into Canada for at least a period of four (4) months following the date that any such Earnout Shares are received by the Vendor accordance with Section 3.5(b) or (c).

(o) The Purchaser shall not, directly or indirectly, take any actions that would have the purpose of avoiding the payment of Earnout Shares. Notwithstanding the foregoing, Purchaser has no obligation to operate its business in a manner to achieve any specific amount of Cumulative Annual Result at the end of the Earnout Period.

(p) The Vendor acknowledges that the contingent right of the Vendor to receive the Earnout Shares, if any, pursuant to this Section 3.5, (i) is speculative in nature and not guaranteed, (ii) is solely a contractual right and is not a security for purposes of any federal, provincial or state securities laws (and shall confer upon the Vendor only the rights of a general, unsecured creditor under applicable Law), (iii) will not be represented by any form of certificate or instrument, (iv) does not give the Vendor any dividend rights, voting rights, liquidation rights, pre-emptive rights or other rights of holders of equity securities, and (v) is not assignable or otherwise transferable by the Vendor except by operation of law (and any purported assignment or transfer in violation hereof shall be null and void ab initio).

3.6 19.9% Ownership Limitation

Notwithstanding anything to the contrary in this Agreement, in no event will the Purchaser deliver any Share Consideration to the Vendor if, after giving effect to such delivery, the Vendor would own 20% or more of the outstanding OAM Shares. If due to the Vendor exceeding such 20% the Purchaser is prevented from delivering any Share Consideration to the Vendor at a time when they are otherwise required to be delivered pursuant to the terms of this Agreement, the Purchaser's obligation to deliver such Share Consideration will be deferred until such time that the delivery of such Share Consideration would not result in the Vendor owning 20% or more of the outstanding OAM Shares.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

4.1 Representations and Warranties of the Vendor

As a material inducement to the Purchaser entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Purchaser is entering into this Agreement in reliance upon the representations and warranties set out in this Section 4.1, the Vendor represents and warrants as follows to the Purchaser.

General Matters

(a) **Power of Vendor**. The Vendor is a corporation duly incorporated, organized or formed, validly existing and in good standing under the Laws of its jurisdiction of organization. The Vendor has the corporate power to enter into and perform its obligations under this Agreement and the Ancillary Agreements to which it is a party as contemplated herein. The Vendor has not been discontinued or dissolved under the Laws of its jurisdiction of organization and no steps or proceedings have been taken to authorize or require such discontinuance or dissolution.

(b) **Authorization by the Vendor.** The Vendor has the requisite legal capacity and authority to execute and deliver this Agreement and the Ancillary Agreements to which the Vendor is a party and to perform its obligations hereunder and thereunder. The consummation of the transactions contemplated by this Agreement involving the Vendor have been duly authorized by all necessary corporate action on the part of the Vendor.

(c) **No Conflict and Consents.** Assuming the satisfaction of the conditions set out in Article 7, the execution, delivery and performance by the Vendor of this Agreement and each Ancillary Agreement to which it is or will be a party and the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements:

(i) do not and will not (or would not with the giving of written or oral notice, the lapse of time, or both, or the happening of any other event or condition) constitute or result in a breach or a violation of, or default under, or conflict with or allow any other Person to exercise any rights under (including any rights of termination, cancellation or acceleration), or any obligation or loss

of material benefit under, or result in the creation of any Lien upon any of the Purchased Assets under any terms or provisions of its articles of incorporation, certificates of incorporation, by-laws, other constating documents and other organizational documents, as applicable, except where any such breach, violation, default, conflict, exercise of rights, obligation, loss or Lien has not had and would not reasonably be expected to have, individually or in the aggregate, be material to the Purchased Assets, taken as a whole;

(ii) do not and will not (or would not with the giving of written or oral notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or default under, or conflict with or allow any other Person to exercise any rights under (including any rights of termination, cancellation or acceleration), or any obligation or loss of material benefit under, or result in the creation of any Lien upon any of the Purchased Assets under any of the terms or provisions of any contract to which the Vendor is a party or pursuant to which any of their respective assets or property may be affected, except where any such breach, violation, default or conflict, exercise of rights, obligation, loss or Lien has not had and would not reasonably be expected to be material to the Purchased Assets, taken as a whole;

(iii) do not and will not result in a breach of, or cause the termination or revocation of, any Authorization held by the Vendor in connection with the ownership of the applicable Purchased Assets;

(iv) do not and will not result in the violation of any Law; and

(v) do not and will not require the consent of or provision of notice to any Person or result in a violation or breach of, conflict with, constitute a default under, or give rise to any right of termination, cancellation, payment or acceleration of any right or benefit (including any right to purchase interests in a third party) or any liability under, any of the terms, conditions or provisions of any contract, Order or permit affecting or relating in any way the Purchased Assets, except where the failure to obtain any such consent, provide such notice or where such breach, conflict, default, right or Liability, has not had and would not reasonable be expected to be, individually or in the aggregate, material to the Purchased Assets, taken as a whole

(d) **Execution and Binding Obligation.** This Agreement and the Ancillary Agreements to which the Vendor is or will be a party has been, or will be at or prior to Closing, duly executed and delivered by the Vendor and constitutes or will constitute a legal, valid and binding agreement of the Vendor enforceable against it in accordance with its terms, subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar Laws of general application affecting creditors' rights, and (ii) the discretion that a court

may exercise in the granting of equitable remedies including specific performance and injunction.

(e) **No Other Agreements to Purchase.** Except for the Purchaser's right under this Agreement, no Person has any contractual right, or privilege capable of becoming such, for the purchase or acquisition from the Vendor of any Purchased Assets.

(f) **Litigation.** There are no Claims in progress, pending, or to the Vendor's knowledge, threatened against the Vendor, which prohibits, restricts or seeks to enjoin the transactions contemplated by this Agreement.

(g) **Commissions.** The Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement, because of any action taken by, or agreement or understanding reached by the Vendor.

(h) **Share Consideration.** The Vendor has not received or been provided with, nor has the Vendor requested, nor do they have any need to receive, any offering memorandum, or any other document describing the business and affairs of OAM in order to assist the Vendor in making an investment decision in respect of the Share Consideration, other than documents and information regarding OAM and OAM Shares that are publicly available.

(i) **Canadian Securities Law Matters.** The Vendor: (i) is domiciled outside Canada; (ii) is acquiring the Share Consideration pursuant to an exemption from any prospectus, registration or similar requirements under the applicable securities laws of the jurisdiction in which it is resident; (iii) has no present intention of distributing any of the Share Consideration issuable to it into Canada; and (iv) understands the Share Consideration is being distributed to it in reliance on Ontario Securities Commission Rule 72-503 in reliance on such representation.

(j) **Related Party Transactions**. Except for this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, no Related Party (A) is a party to any contract or transaction with respect to the Team or the Purchased Assets; (B) provides or has since January 1, 2022 provided, or received, any material loans, assets, services (other than ordinary course employment services) or facilities to or from, as applicable, to the Vendor in respect of the Team or the Purchased Assets; (C) provides any services to, or (except for any amounts that will be paid in full at or prior to the Closing) is owed any money by or owes any money to, any Vendor in respect of the Team or the Purchased Assets (other than, in each case, compensation for services performed by a Person as a service provider and amounts reimbursable for routine travel and other business expenses); or (D) has any right, title or interest in the Team or the Purchased Assets.

General Matters Relating to the Purchased Assets

(k) **Compliance with Laws.** The Vendor is currently, and has been since incorporation, conducting its business in material compliance with all applicable Laws. The Vendor has not received any written notice of any actual or alleged

material non-compliance or violation of any Laws in connection with its operations, the Team or the Purchased Assets.

(l) **Authorizations.** Assuming the satisfaction of the conditions set out in Article 7, no filing with, notice to or Authorization of, any Governmental Entity is required by the Vendor (i) in connection with the execution, delivery and performance by the Vendor of the transactions contemplated by this Agreement or the Ancillary Agreements; (ii) in respect of the Team or the Purchased Assets, as a condition to the lawful completion of the transactions contemplated by this Agreement or the Ancillary Agreements; or (iii) generally as a condition to the lawful completion of the transactions contemplated by this Agreement or the Ancillary Agreements.

(m) **Title to Assets**. The Vendor is the sole beneficial (and where its interests are registered, the sole registered) owner of the Purchased Assets, free and clear of all Liens. Other than the Purchased Assets, the Vendor does not own any assets related to the Team.

(n) **Real Property.** The Vendor does not have any real property interests.

(o) **Material Contracts.** The [redacted], the Team Contracts and [redacted] (collectively, the "**Material Contracts**") are the only contracts to which the Vendor is a party relating to the Team. True, correct, signed and complete copies of each of the Material Contracts have been provided to the Purchaser. Each of the Material Contracts is in full force and effect and is unamended and there are no outstanding defaults, alleged defaults or breaches under any of the Material Contracts on the part of the Vendor or, to the knowledge of the Vendor, any other party thereto. Neither the Vendor or, to the knowledge of the Vendor, any other party to a Material Contract has provided or received any notice of any intention to terminate any Material Contract.

(p) **Intellectual Property**.

(i) **Schedule A** lists: (A) all intellectual property including that which has been registered or for which applications for registration have been filed by or on behalf of the Vendor; (B) particulars of all registrations and applications for registration in respect of such Intellectual Property; and (C) all contracts, licenses, leases and instruments in respect of such Intellectual Property. The Vendor owns, directly and exclusively, all right, title and interest in and to all Intellectual Property set out in **Schedule A** (the "**Owned IP**"), with a good and marketable title, free and clear of all Liens, encumbrances or any other rights of others, and the Owned IP is valid, subsisting and enforceable.

(ii) All required filings and fees related to the Owned IP registrations have been timely filed with and paid to the relevant Governmental Entity and authorized registrars, and all registrations are otherwise in good standing. The Vendor has provided the Purchaser with true and complete copies of file histories, documents, certificates, examiner's reports, office actions, correspondence and other materials related to all Owned IP registrations.

(iii) The consummation of the transactions contemplated by this Agreement shall not impair any right, title or interest of the Vendor in or to any Owned IP, and immediately subsequent to the Closing, all Owned IP will be owned by, licensed to, or available for use on terms and conditions identical to those under which the Vendor and their respective Affiliates, licensed, owned, or used the Owned IP immediately prior to the Closing, without the payment of any additional amounts or consideration.

(iv) The Vendor has taken all reasonable steps to protect the Owned IP. The Vendor is not a party to or bound by any contract, license, lease or instrument that limits or impairs their ability to use, sell, transfer, assign or convey, or that otherwise affects, any of the Owned IP.

(v) There are no claims (including any oppositions, expungement proceedings, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a licence): (i) alleging any infringement, misappropriation, dilution or violation of the Owned IP of any Person by the Vendor; (ii) challenging the validity, enforceability, registrability or ownership of any Owned IP or the Vendor's rights with respect to any Owned IP; or (iii) by the Vendor or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of the Owned IP. The Vendor is not subject to any outstanding or prospective order (including any application or petition therefor) that does or would restrict or impair the use of any Owned IP.

(vi) The Owned IP has not, to the knowledge of the Vendor, infringed upon, misappropriated, or otherwise violated the Intellectual Property rights of any Person and no actions, suits, proceedings, arbitrations or mediations or similar actions have been instituted, are pending or, to the knowledge of the Vendor, are threatened against the Vendor that challenge the rights of the Vendor in or to the validity, enforceability or ownership of the Owned IP.

(vii) To the knowledge of the Vendor, no Person is currently infringing, misappropriating, or otherwise violating any of the Owned IP.

Financial Matters

(q) **No Undisclosed Liabilities**. Other than the Assumed Liabilities, there are no material Liabilities of the Vendor in respect of which the Purchaser may become liable on or after consummation of the transactions contemplated by this Agreement.

(r) **Litigation.** There are no Claims in progress, pending, or, to the knowledge of the Vendor, threatened against, by or affecting the Team or any of the Purchased Assets.

(s) **Tax Matters**.

(i) There are no proceedings, assessments, reassessments, audits or examinations pending or, to the knowledge of the Vendor, threatened against the Vendor in respect of Taxes that relate to its business and/or the Purchased Assets, nor are any material matters under discussion with any Governmental Entity relating to such Taxes.

(ii) There are no Liens for Taxes on any of the Purchased Assets and the Vendor has not received notice from any Governmental Entity threatening, proposing or indicating that it is in the process of imposing any Lien for Taxes on any of the Purchased Assets (in each case, other than for current Taxes not yet due and payable).

(t) **Brokers.** No broker, agent or other intermediary is entitled to any fee, commission or other remuneration in connection with the transactions contemplated by this Agreement based upon arrangements made by the Vendor.

(u) **Anti-Money Laundering and Anti-Corruption Practices.**

(i) The Vendor has not, and to the knowledge of the Vendor, any of its directors, officers or employees or agents, consultants or representatives have not:

(A) violated, and the Vendor's execution and delivery of and performance of its obligations under this Agreement will not violate, any Laws related to money laundering or government guidance regarding anti-money laundering and international anti-money laundering principles or procedures of an intergovernmental group or organization and any executive order, directive or regulation under the authority of any of the foregoing, or any orders or licenses issued thereunder in each case to which the Vendor is subject, including but not limited to the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, Spanish Law 10/2010, of 28 April, on the prevention of money laundering and terrorism financing and Royal Decree 304/2014 of 5 May, on the adoption of Regulation of Law 10/2010 of 28 April, on the prevention of money laundering and terrorist financing;

(B) in the course of their actions for, or on behalf of, the Vendor (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (b) paid or received any bribe or otherwise unlawfully offered or provided, directly or indirectly, anything of value to (or received anything of value from) any foreign or domestic government employee or official or any other Person, (c) violated or taken any act that would violate any provision of the Bribery Act

2010, Organic Law 10/1995 of 23 November, approving the Spanish Criminal Code (the "**Bribery Act**"), and any other applicable national and international Laws enacted, or other similar Laws of other jurisdictions, in each case to which the Vendor is subject;

(C) received any notice, request or citation from any Person alleging that the Vendor or any of its directors, officers, employees, agents, consultants or representatives has violated the Bribery Act or any additional corrupt practices legislation;

(D) become a Person identified under any European Union or any United Nations resolution or regulation or otherwise a target of economic sanctions under other similar applicable foreign Laws; or

(E) engaged in any business with any Person with whom it is prohibited for a Person to engage under any Spanish, European Union or United Nations resolution or regulation or any other Law.

(v) **Privacy Laws**.

(i) The Vendor has complied in all material respects with all Privacy Laws in connection with its collection, use and disclosure of Personal Information, including with respect to the collection, storage, transmission, transfer (including cross-border transfers), disclosure, destruction and use of information and Personal Information has been collected, used and disclosed with the consent of each individual to whom such Personal Information relates and has been used only for the purposes for which it was initially collected.

(ii) The Vendor has not been subject of any complaints concerning its collection, use and disclosure of Personal Information.

(iii) The Vendor has taken reasonable measures to ensure that all information which is governed by Privacy Laws is protected against loss, damage, and unauthorized access, use or modification, or other misuse.

(iv) The Vendor has not, in the past five years, experienced any loss, damage or any unauthorized access, collection, disclosure of any Personal Information in the possession, custody or control, or otherwise held or processed on behalf of any of the Vendor.

(v) No person has provided any notice, made any claim, or commenced any proceeding with respect to loss, damage, or unauthorized access, use or modification, or other misuse of any such Personal Information by the Vendor and there is no reasonable basis for any such notice, claim or proceeding.

(w) **No Errors and Completeness of Information**. To the knowledge of the Vendor, the information delivered to the Purchaser for the purposes of conducting due

diligence or negotiating the Agreement by the Vendor is (i) correct and does not contain any inaccurate data, (ii) does not omit any fact whose omission might be misleading and (iii) comprises all information that an investor would need to make a sufficient and reasonable judgment on the Purchased Assets.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF OAM AND THE PURCHASER

5.1 Representations and Warranties of OAM and the Purchaser

OAM and the Purchaser jointly and severally represent and warrant as follows to the Vendor and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

(a) **Incorporation and Corporate Power.** Each of the Purchaser and OAM is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of organization. Each of the Purchaser and OAM has the corporate power to enter into and perform its obligations under this Agreement and the Ancillary Agreements to which it is a party as contemplated herein. Neither the Purchaser nor OAM has not been discontinued or dissolved under the Laws of its jurisdiction of organization and no steps or proceedings have been taken to authorize or require such discontinuance or dissolution.

(b) **Corporate Authorization.** The execution and delivery of and performance by each of OAM and the Purchaser of this Agreement (including the issuance of the Share Consideration as contemplated herein) and the Ancillary Agreements to which it is a party have been, or will be at or prior to Closing, authorized by all necessary corporate action on the part of OAM and the Purchaser.

(c) **No Conflict.** The execution and delivery of and performance by each of OAM and the Purchaser of this Agreement and the Ancillary Agreements to which each of them is a party or will be a party and the consummation of the transactions contemplated in this Agreement and the Ancillary Agreements:

(i) do not and will not (or would not with the giving of written or oral notice, the lapse of time, or both, or the happening of any other event or conditions) constitute or result in a violation or breach of, or default under, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws;

(ii) do not and will not (or would not with the giving of written or oral notice, the lapse of time, or both, or the happening of any other event or conditions) constitute or result in a breach or violation of, or default under, or conflict with or allow any Person to exercise any rights under, any contract, license, lease or instrument to which it is a party; and

(iii) do not result in the violation of any Law.

(d) **Required Authorizations.** Except for the TSXV Approval, no filing with, notice to or Authorization of, any Governmental Entity (including, without limitation, those from the General Directorate for International Trade or the Spanish Ministry of Industry, Commerce and Tourism such as the foreign direct investment authorization, and the competition authorities) is required on the part of OAM or the Purchaser as a condition to the lawful completion of the transactions contemplated by this Agreement or the Ancillary Agreements to which it is or will be a party.

(e) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which OAM or the Purchaser is or will be a party has been, or will be at or prior to Closing, duly executed and delivered by OAM or the Purchaser and constitutes or will constitute legal, valid and binding agreements of OAM or the Purchaser, enforceable against it in accordance with its terms.

(f) **Litigation.** There are no Claims in progress, pending, or to the Purchaser's knowledge, threatened against OAM or the Purchaser, which prohibit, restrict or seek to enjoin the transactions contemplated by this Agreement or the Ancillary Agreements.

(g) **Brokers.** No broker, agent or other intermediary is entitled to any fee, commission or other remuneration in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of OAM or the Purchaser.

(h) **Authorized and Issued Capital.**

(i) The authorized capital of OAM consists of an unlimited number of common shares and an unlimited number of preferred shares, of which as of the date hereof, 80,308,502 common shares are issued and outstanding, and no preferred shares were outstanding.

(ii) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the shares of OAM or obligating OAM to issue or sell any shares of, or any other interest in, OAM except in connection with the Riders Acquisition and upon the exercise or settlement of outstanding stock options, warrants and equity awards issued by OAM pursuant to the terms of its omnibus equity incentive award plan.

(i) **Share Consideration.** The Share Consideration shall be issued in compliance with all applicable Laws. The Share Consideration shall not be issued in violation of any agreement, arrangement or commitment to which OAM is a party at the time of issuance or are subject to or in violation of any pre-emptive or similar rights of any Person.

(j) **Reporting Issuer.** OAM is a "reporting issuer" under the securities legislation in those jurisdictions of Canada listed in its public disclosure, and OAM is in

compliance in all material respects with all continuous disclosure obligations under applicable Canadian securities legislation.

(k) **OAM Shares are Listed.** The OAM Shares are listed and posted for trading on the TSXV and OAM has not taken any action which would reasonably be expected to result in the delisting or suspension of the OAM Shares on or from such stock exchanges.

(l) **Stock Exchange Compliance.** OAM is, and will at the Closing Time be, in compliance in all material respects with the by-laws, policies, rules and regulations of the TSXV existing on the date hereof.

(m) **Compliance with Laws.** Neither OAM nor the Purchaser has received any notice or other communication (official or otherwise) during the past twelve (12) months from any court, tribunal, arbitrator, governmental agency or regulatory body with respect to an alleged, actual or potential violation and/or failure to comply with any applicable law or regulation that would have a material adverse effect on the Purchaser's right to acquire the Purchased Assets on the Closing Date or any of the arrangements entered into between the Parties in this Agreement or any other Ancillary Agreements, or requiring it to take or omit any action which in any such case has had a material adverse effect on the Purchaser's right to acquire the Purchased Assets on the Closing Date or any of the arrangements entered into between the Parties in this Agreement or any other Ancillary Agreements.

(n) **No Cease Trade Orders.** No order ceasing or suspending trading in the securities of OAM or prohibiting the sale of securities by OAM has been issued by any Securities Commission or any similar regulatory authority, and no proceedings for this purpose have been instituted, or are, to OAM's knowledge, pending, contemplated or threatened.

ARTICLE 6
PRE-CLOSING COVENANTS

6.1 Undertakings of the Vendor Prior to Closing

Except as otherwise specifically permitted by this Agreement or with the Purchaser's prior written consent, during the period from the date of this Agreement to the Closing:

(a) the Vendor shall give notice to the Purchaser of any potential defaults or breaches of representations, warranties or covenants of the Vendor or any other material matter which may affect the Team or the Purchased Assets forthwith upon becoming aware of such matters;

(b) the Vendor shall comply with all applicable Laws;

(c) the Vendor shall not perform or make any act or decision or enter into any contract, commitment or transaction not in the ordinary course of business or which could have a material adverse effect on the Team or the Purchased Assets or which would constitute a breach of the covenants, representations or warranties of the Vendor

contained in this Agreement or which would cause such covenants, representations and warranties not to be true at the Closing;

(d) the Vendor shall not:

(i) sell, pledge, dispose of, grant, transfer, lease, license, guarantee, create or allow any Lien on or affecting, or authorize the sale, pledge, disposition, grant, transfer, lease, guarantee or any such Lien of or on any Purchased Assets (including by merger, consolidation or acquisition of stock or assets or otherwise);

(ii) enter into any commitment (or series of related commitments) or liabilities with respect thereto relating to the Team or the Purchased Assets;

(iii) cancel any debts owed to, or waiving any material claims or rights held by the Vendor in respect of the Team or the Purchased Assets;

(iv) initiate or settle any Claims relating to the Team or the Purchased Assets;

(v) enter into any transaction, understanding or arrangement relating to the Team or the Purchased Assets with any Related Party; or

(vi) enter into any commitment or obligation to do any of the foregoing.

6.2 Conduct of the Business of OAM and the Purchaser Prior to Closing

OAM and the Purchaser hereby covenant and agree that during the period from the date of this Agreement to the Closing, except (a) as required by applicable Law, (b) in connection with the Riders Acquisition or (c) with the prior consent of the Vendor (such consent not to be unreasonably withheld), it will not, directly or indirectly:

(a) amend its constating documents in a manner that would have a material adverse effect on the value of the OAM Shares to be issued pursuant to this Agreement,

(b) adopt any resolution or execute any transaction such as capital increases that could lead to a dilution of the OAM's share capital, other than capital increases as a result of the exercise of any options, warrants, restricted share units, or other equity awards of the Purchaser outstanding as of the date of this Agreement;

(c) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of OAM or the Purchaser;

(d) reorganize, amalgamate, merge or proceed with any business combination or acquisition transaction with any other Person, where such transaction would reasonably be expected to materially delay, impede or impair the transactions contemplated by this Agreement; or

(e) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

6.3 Access to Books and Records

The Vendor shall at all times until the Closing, during normal business hours, under the supervision of Vendor's personnel and in such a manner as not to interfere with the normal operations of the Vendor and does not result in a breach of any applicable anti-trust Law, make available to the Purchaser and its representatives for examination all books and records and other documents relating to the Team or the Purchased Assets in the Vendor's possession or under its control to the extent the Purchaser reasonably believes necessary or advisable to familiarize itself with such properties and other matters. The Vendor shall provide copies of any of the books and records when reasonably requested by the Purchaser. The Vendor shall at all times until the Closing give the Purchaser and its representatives full and unrestricted access to the Purchased Assets in order to make such investigations as they shall deem necessary or advisable including for purposes of conducting its due diligence. The Vendor shall also permit such Persons as the Purchaser may reasonably require to inspect the Purchased Assets at any time prior to the Closing. The Vendor shall give all such Persons all means necessary to effect such examinations and investigations and shall cause its agents, employees, officers and directors to use their best efforts to aid such Persons in such examinations and investigations at all times until the Closing. The Vendor consents to the Purchaser making applications and inquiries under any freedom of information legislation (federal, state, provincial and municipal) and shall sign any documents or forms of consent incidental thereto. The exercise of any rights of access, inspection or examination by or on behalf of the Purchaser shall not affect or mitigate the Vendor's covenants, representations and warranties in this Agreement or the remedies of the Purchaser for breaches of those representations and warranties. The Purchaser shall, and shall cause its representatives to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided under this Section 6.3.

6.4 Notification of Breaches

(a) If, on or before the Closing Date, the Vendor becomes aware of any breach or potential breach of Section 6.1 it must notify the Purchaser of the breach or the potential breach as soon as reasonably practicable and in any event within seven (7) Business Days of becoming aware of the breach and provide the Purchaser with reasonable details of the alleged breach.

(b) If the Purchaser receives a notification of a breach or potential breach of Section 6.1 on or before the Closing Date, the Purchaser may (at its discretion) provide the Vendor with a written notice requiring the Vendor to remedy that breach or potential breach (at the Vendor's cost) within a reasonable timeframe if the breach or potential breach is remediable. On receipt by the Vendor of such notice, the Vendor will take any reasonable action to remedy the breach or potential breach in the manner (if any) specified by the Purchaser.

ARTICLE 7
CLOSING AND CLOSING CONDITIONS

7.1 Date, Time and Place of Closing

The completion of the transaction of purchase and sale contemplated by this Agreement will take place on the Closing before a notary public of Madrid (Spain) (the "**Notary**"), designated by the

Purchaser and notified to the Vendor. The fees of the Notary (the "**Notary Fees**") will be paid by the Purchaser.

7.2 Mutual Conditions to Closing

The obligation of each of the Purchaser and the Vendor to consummate the Closing is subject to the fulfillment, performance and satisfaction of, or compliance with, or waiver by the Purchaser and the Vendor of, at or before the Closing, each of the following conditions precedent, which are for the mutual benefit of the Purchaser and the Vendor and which may be waived, in whole or in part, by consent of the Purchaser and the Vendor at any time without prejudice to any right of the Purchaser or the Vendor to rely on any other condition precedent:

(a) **Legal Impediments**

(i) There shall not be in effect any Laws or Claim restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated in this Agreement.

(ii) There shall not be pending or threatened any Claim or any other action in, before or by any Governmental Entity or any other Person which could reasonably be expected to result in the issuance of any order, or the enactment, promulgation or deemed applicability to the Purchaser, the Vendor or the Purchased Assets, or any transaction contemplated by this Agreement or any of the agreements or documents contemplated by this Agreement, to restrain or prohibit the completion of the transactions contemplated by this Agreement or to prevent or restrain the Purchaser from acquiring the Purchased Assets.

(b) **TSXV Approval.** The Purchaser shall have obtained the TSXV Approval.

(c) **Riders Acquisition.** The Riders Acquisition shall have been completed, or will be completed concurrently with Closing.

(d) [redacted]

(e) [redacted]

(f) **Team Contracts**. The Vendor shall have terminated each of the Team Contracts and the Purchaser shall have entered into new contracts with each of the Players and Coaches.

7.3 Conditions to Closing in Favour of the Purchaser

The obligation of the Purchaser to consummate the Closing is subject to the fulfillment, performance and satisfaction of, or compliance with, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part without prejudice to the Purchaser's right to rely on any other condition precedent).

(a) **Truth and Accuracy of Representations and Warranties.** Each of the representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and correct on and as of the date hereof and shall be true and correct in all material respects on and as at the Closing Time with the same force and effect as if made at and as of the Closing Time and (ii) representations and warranties that speak of a specific date or time (in which case such representations and warranties shall be true and correct on and as of such date or time).

(b) **Performance of Covenants.** The Vendor shall have performed and complied with, in all material respects, each obligation, agreement and covenant in this Agreement required to be performed or complied with by them under this Agreement or any other agreement or document contemplated by this Agreement at or prior to the Closing.

(c) **No Material Adverse Change.** From the period beginning on the date of this Agreement to the Closing Date, there has been no material adverse change with respect to the Purchased Assets, including the operations and financial condition of the Purchased Assets, and no events, facts or circumstances shall have occurred which would result or which could reasonably be expected to result, individually or in the aggregate, in a material adverse change with respect to the Purchased Assets (in each case as determined by the Purchaser, in its sole discretion).

(d) **Authorizations, Consents and Approvals.** All filings with, notifications to and consents from Governmental Entities and third parties, will have been made, given or obtained on terms acceptable to the Purchaser, acting reasonably, so that the transactions contemplated by this Agreement may be completed without resulting in the breach of, or any default, termination, amendment or acceleration of any obligation under, any of the Purchased Assets.

(e) **Deliveries.** At the Closing, unless otherwise specified, the Vendor shall deliver or cause to be delivered to the Purchaser:

(i) a certificate of the Vendor, dated the Closing Date, in form and substance reasonably satisfactory to the Purchaser, certifying (A) the resolutions of the shareholders or the board of directors, as applicable, of the Vendor approving the execution, delivery and performance of the Agreement and the Ancillary Agreements that the Vendor is a party to and consummation

of the transactions contemplated by this Agreement, which resolutions shall have been certified as true, correct and in full force and effect without rescission, revocation or amendment as of the Closing Date, (B) that the conditions set out in Sections 7.3(a), Section 7.3(b) and Section 7.3(c) have been satisfied, and (C) a list of the directors or officers of the Vendor, as applicable, authorized to sign agreements, together with their specimen signatures;

(ii) the forms to be filed with the *Oficina Española de Patentes y Marcas* relating to the transfer of the Intellectual Property in favour of the Purchaser, duly executed by the Vendor;

(iii) the Lock-Up Agreement, duly executed by the Vendor and the Key Persons;

(iv) the Escrow Agreement, duly executed by the Vendor;

(v) the Service Agreements, duly executed by each Key Person;

(vi) the Non-Competition Agreement, duly executed by each Key Person;

(vii) evidence, as reasonably satisfactory to the Purchaser, of the satisfaction of the conditions set out in Section 7.2(d);

(viii) the Books and Records related to the Purchased Assets; and

(ix) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to the Purchaser, as may be required to give effect to this Agreement.

7.4 Conditions to Closing in Favour of the Vendor

The obligation of the Vendor to consummate the Closing is subject to the fulfillment, performance and satisfaction of, or compliance with, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by the Vendor in whole or in part without prejudice to the Vendor's right to rely on any other condition precedent).

(a) **Truth and Accuracy of Representations and Warranties.** Each of the representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and correct on and as of the date hereof and shall be true and correct in all material respects on and as at the Closing Time with the same force and effect as if made at and as of the Closing Time, other than representations and warranties that speak of a specific date or time (in which case such representations and warranties shall be true and correct on and as of such date or time).

(b) **Performance of Covenants.** The Purchaser shall have performed and complied with, in all material respects, each obligation, agreement and covenant in this Agreement required to be performed or complied with by it under this Agreement

or any other agreement or document contemplated by this Agreement at or prior to the Closing.

(c) **Director Appointment.** Gerard Piqué shall have been appointed to the board of directors of OverActive Media Corp., with such appointment to be effective concurrently with Closing, subject to his compliance with the applicable requirements of the Business Corporations Act (*British Columbia*) and the TSXV, including the filing of a personal information form with the TSXV.

(d) **Deliveries.** At Closing, OAM and the Purchaser shall deliver or cause to be delivered:

(i) to the Vendor:

(A) certified copies of (A) the charter documents and extracts from the by-laws of OAM and the Purchaser relating to the execution of documents, (B) resolutions of the board of directors of OAM and the Purchaser approving the execution, delivery and performance of this Agreement and the Ancillary Agreements, and (C) a list of officers and directors of OAM and the Purchaser authorized to sign agreements together with their specimen signatures;

(B) a certificate of status, compliance, good standing or like certificate with respect to OAM and the Purchaser issued by appropriate government official of the Province of British Columbia;

(C) a certificate signed by a senior officer of OAM confirming that the conditions set out in Sections 7.4(a) and 7.4(b) have been satisfied;

(D) the Closing Share Consideration in accordance with Section 3.2, registered in the name of the Vendor;

(E) the Lock-Up Agreements, duly executed by OAM;

(F) the Escrow Agreement, duly executed by the Purchaser and the Escrow Agent;

(G) the forms to be filed with the *Oficina Española de Patentes y Marcas* relating to the transfer of the Intellectual Property in favour of the Purchaser, duly executed by the Purchaser; and

(ii) the Escrow Shares to the Escrow Agent.

7.5 Closing Procedures

On the Closing Date, the Vendor will transfer title to the Purchased Assets to the Purchaser and will make the deliveries required by Section 7.3(e) and upon such delivery the Purchaser will pay or satisfy the Purchase Price in accordance with Section 3.2, and make the deliveries required by Section 7.4(d).

ARTICLE 8
INDEMNIFICATION

8.1 Survival

The representations and warranties contained in this Agreement survive the Closing and continue in full force and effect for a period of thirty-six (36) months after the Closing Date, except that:

(a) the Fundamental Representations will survive and continue in full force and effect without limitation of time;

(b) the representations and warranties set out in Sections 4.1(s) (Taxes) and 4.1(u) (Anti-Money Laundering and Anti-Corruption Practices) will survive and continue in full force and effect the expiration of the period allowed for objecting to or appealing from the final determination of any proceedings relating to any assessment, reassessment, additional assessment issued by a Governmental Entity, or any kind of procedure, in respect of any year to which such representations and warranties extend. Such period will be determined with regard to any consent, waiver, agreement or other document, made or filed after the Closing Date that extends the period during which a Governmental Entity may issue an assessment. An assessment includes any assessment, reassessment, statement, minutes or other form of recognized document assessing liability for any matter related to Sections (Taxes) and 4.1(u) (Anti-Money Laundering and Anti-Corruption Practices) under applicable Law;

(c) all covenants and agreements of the Parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein, except that for such covenants and agreements that survive for a shorter period of time, breaches thereof shall survive indefinitely or until the later date permitted by Law; and

(d) there is no limitation as to time for Claims against a Party based on fraud or fraudulent or intentional misrepresentation by that Party in this Agreement.

Notwithstanding the foregoing, any Claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved or the expiry of the limitation period under applicable Law, whichever is sooner.

8.2 Indemnification in Favour of the Purchaser

(a) Subject to Section 8.4, following Closing the Vendor will indemnify and save the Purchaser and its Affiliates and its directors, officers, employees, agents and representatives (collectively, the "**Purchaser Indemnified Persons**") harmless of and from, and will pay for any Damages suffered by, imposed upon or asserted against any Purchaser Indemnified Persons as a result of, in respect of, connected with, or arising out of, under, or pursuant to:

(i) any breach or inaccuracy of any representation or warranty made by the Vendor in this Agreement as such representation or warranty would read disregarding any reference to "materiality", "material adverse effect" or other similar qualification or limitation (for purposes of determining both whether or not such breach or inaccuracy of any representation or warranty has occurred and for determining Damages);

(ii) any failure of the Vendor to perform or fulfil any of its covenants or obligations under this Agreement;

(iii) any Excluded Asset;

(iv) the Retained Liabilities; and

(v) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of the Vendor or any of its affiliates (other than the Purchased Assets or Assumed Liabilities) conducted, existing or arising on or before the Closing Date.

The Parties waive the regime under article 1,532 of the Spanish Civil Code regarding lump-sum and global sales as well as any other remedy they may have under the Spanish Law (especially the termination of this Agreement if there is a breach) being the indemnification regime agreed hereto the sole remedy for the Parties.

8.3 Indemnification in Favour of the Vendor

(a) Subject to Section 8.4, following Closing OAM and the Purchaser will jointly and severally indemnify and save the Vendor and their Affiliates and their respective directors, officers, employees, agents and representatives (collectively, the "**Vendor Indemnified Persons**"), as applicable, harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against any Vendor Indemnified Persons as a result of, in respect of, connected with, or arising out of, under or pursuant to:

(i) any breach or inaccuracy of any representation or warranty made by OAM or the Purchaser in this Agreement as such representation or warranty would read disregarding any reference to "materiality", "material adverse effect" or other similar qualification or limitation (for purposes of determining both whether or not such breach or inaccuracy of any representation or warranty has occurred and for determining Damages); and

(ii) any failure of the Purchaser to perform or fulfil any of its covenants or obligations under this Agreement; and

(iii) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of OAM, the Purchaser or any of its Affiliates conducted, existing or arising on or before the Closing Date.

8.4 Thresholds and Limitations

(a) A Party has no obligation or liability for indemnification or otherwise with respect to any representation or warranty made by such Party in this Agreement after the end of the applicable time period specified in Section 8.1, except for claims relating to the representations and warranties that the Party has been notified of prior to the end of the applicable time period.

(b) Neither the Vendor nor the Purchaser nor OAM have any liability for, or obligation with respect to, any punitive or indirect Damages, except to the extent paid or payable (as determined by a court of competent jurisdiction) to a third party.

(c) The Vendor have no liability or obligation for Damages pursuant to Section 8.2 unless and until the aggregate amount of Damages incurred by all Purchaser Indemnified Parties in the aggregate exceeds $50,000 (the "**Basket**"), in which event the Vendor shall be obligated to indemnify the Purchaser Indemnified Parties from and against the first dollar of Damages; provided, however, the Vendor shall not be required to indemnify the Purchaser Indemnified Parties for any individual Claim, or series of related Claims, brought pursuant to Section 8.2 where the Damages relating to such Claim (or series of Claims arising from the same or substantially similar facts or circumstances) is less than $2,500 (a "**De Minimis Claim**"). De Minimis Claims shall be taken into account in determining whether the Basket has been reached.

Any claim against the Vendor with respect to an Excluded Claim or a Fundamental Representation Claim shall not be subject to the limitations set forth in this Section 8.4(c) and any Excluded Claim and any Fundamental Representation Claim shall not be counted towards the Basket and De Minimis Amount.

(d) Except for as set forth in Section 8.4(e), the indemnification obligations of the Vendor under Section 8.2 are limited in the aggregate to the transfer or assignment of the Escrow Shares to the Purchaser for cancellation (the "**Cap**") with any such transfer or assignment to be completed using the 10-Day VWAP as of the date of determination of the Claim Amount; provided, however, that the foregoing limitation set forth in this Section 8.4(d) shall not apply to any claim against the Vendor with respect to an Excluded Claim and any Excluded Claim shall not be counted towards the Cap.

(e) The indemnification obligations of the Vendor under Section 8.2 only with respect to Fundamental Representation Claims are limited in the aggregate to the transfer or assignment of the Share Consideration to the Purchaser for cancellation with any such transfer or assignment to be completed using the 10-Day VWAP as of the date of determination of the Claim Amount.

(f) The Purchaser has no liability or obligation for Damages pursuant to Section 8.3 in excess of an amount equal to 25% of the Purchase Price; provided, however, that any claims against the Purchaser with respect to Section 4.1(d) or fraud or

fraudulent or intentional misrepresentation shall not be subject to the limitations set out in this Section 8.4(f).

(g) The amount which the Indemnifying Party is required to pay to, for or on behalf of the Indemnified Party pursuant to this Article 8 shall be reduced by any amounts recovered or recoverable by the Indemnified Party or any of its Affiliates under insurance policies, indemnities or other reimbursement agreements applicable to the indemnifiable Damages (in each case, net of the costs of recovery (including reasonable legal fees and expenses) any increased premiums directly attributable to such claim or Taxes due in connection therewith) (a "**Collateral Source**"), it being agreed and understood that no Indemnified Party shall have any obligation to seek recovery under any insurance policy prior to making any claim for indemnification hereunder. If the Indemnified Party receives any amounts from any Collateral Source for any indemnifiable Damages after receiving an indemnification payment from the Indemnifying Party in respect of such indemnifiable Damages, then the Indemnified Party shall promptly reimburse the Indemnifying Party for any such indemnification payment up to the amount received by the Indemnified Party from such Collateral Source (net of the costs of recovery (including reasonable legal fees and expenses)).

8.5 Notification

(a) If a Third Party Claim is instituted or asserted against an Indemnified Party, the Indemnified Party will promptly (and, in any case, three days before the term for replying the Third Party Claim elapses) notify the Indemnifying Party in writing of the Third Party Claim. The notice must specify in reasonable detail: (i) the identity of the Person making the Third Party Claim, and (ii) to the extent known, (A) the nature and estimated amount of the Damages and (B) the estimated amount needed to investigate, defend, remedy or address the Third Party Claim.

(b) If an Indemnified Party becomes aware of a Direct Claim, the Indemnified Party will promptly notify the Indemnifying Party in writing of the Direct Claim.

(c) Notice to an Indemnifying Party under this Section 8.5 of a Direct Claim or a Third Party Claim is assertion of a claim for indemnification against the Indemnifying Party under this Agreement. Upon receipt of such notice, the provisions of Section 8.7 will apply to any Direct Claim and the provisions of Section 8.8 will apply to any Third Party Claim. Notwithstanding anything to the contrary in this Agreement, no delay or failure to provide notice pursuant to this Section 8.5 shall relieve or otherwise affect the obligation of the Indemnifying Party to provide indemnification hereunder except to the extent (i) that the defense of a Third Party Claim by the Party entitled to notice is prejudiced by such failure or (ii) of any Damages resulting from such failure.

8.6 Limitation Periods

A proceeding in respect of a claim for indemnification or otherwise arising from any breach or inaccuracy of any representation or warranty in this Agreement may be commenced on or before the date that is six (6) months after the date on which the Party making the representation or

warranty was notified of the claim, so long as the Party was notified of the claim prior to the end of the applicable time period specified in Section 8.1. Any applicable limitation period is extended or varied to the full extent permitted by law to give effect to this Section 8.6.

8.7 Direct Claims

(a) Following receipt of notice of a Direct Claim, the Indemnifying Party has thirty (30) days to investigate the Direct Claim and respond in writing. For purposes of the investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with such other information as the Indemnifying Party may reasonably request.

(b) If the Indemnifying Party disputes the validity or amount of the Direct Claim, the Indemnifying Party shall provide written notice of the dispute to the Indemnified Party within the thirty (30) day period specified in Section 8.7(a). The Dispute Notice must describe in reasonable detail the nature of the Indemnifying Party's dispute. During the thirty (30) day period immediately following receipt of a Dispute Notice by the Indemnified Party, the Indemnifying Party and the Indemnified Party shall attempt in good faith to resolve the dispute. If the Indemnifying Party and the Indemnified Party fail to resolve the dispute within that thirty (30) day time period, the Indemnified Party is free to pursue all rights and remedies available to it, subject to the terms and conditions of this Agreement. If the Indemnifying Party fails to respond in writing to the Direct Claim within the thirty (30) day period specified in Section 8.7(a), the Indemnifying Party is deemed to have rejected the Direct Claim, in which event the Indemnified Party is free to pursue all rights remedies available to it, subject to the terms and conditions of this Agreement.

8.8 Third Party Claims

(a) If a Third Party Claim is made against any Indemnified Party, and if such Indemnified Party intends to seek indemnity with respect thereto under this Article 8, such Indemnified Party shall promptly notify the Indemnifying Party of such Third Party Claim; provided that the failure to so notify shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent that the Indemnifying Party is actually and materially prejudiced thereby. The Indemnifying Party shall have thirty (30) days after receipt of such notice to assume the conduct and control, through counsel reasonably acceptable to the Indemnified Party at the expense of the Indemnifying Party, of the settlement or defence thereof and the Indemnified Party shall cooperate with it in connection therewith; provided that (i) the Indemnifying Party shall permit the Indemnified Party to participate in such settlement or defence through counsel chosen by such Indemnified Party, provided that the fees and expenses of such counsel shall be borne by such Indemnified Party, and (ii) the Indemnifying Party shall promptly be entitled to assume the defence of such action only to the extent the Indemnifying Party acknowledges its indemnity obligation and assumes and holds such Indemnified Party harmless from and against the full amount of any loss resulting therefrom,

and pays any amounts required to be paid in order to contest such Third Party Claim; and provided further that the Indemnifying Party shall not be entitled to assume control of such defence and shall pay the fees and expenses of counsel retained by the Indemnified Party if: (A) the parties agree, reasonably and in good faith, that such Third Party Claim would give rise to losses which are more than twice the amount indemnifiable by such Indemnifying Party pursuant to this Article 8; (B) the Third Party Claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (C) the Third Party Claim seeks an injunction or equitable relief against the Indemnified Party; (D) the Indemnified Party has been advised by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party; (E) the Indemnified Party reasonably believes an adverse determination with respect to the action, lawsuit, investigation, proceeding or other claim giving rise to such Claim for indemnification would be detrimental to or injure the Indemnified Party's reputation or future business prospects; (F) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such Third Party Claim; or (G) the Third Party Claim for indemnification relates to or arises in connection with any Excluded Claim.

(b) Any Indemnified Party shall have the right to employ separate counsel in any such action or Third Party Claim and to participate in the defence thereof, but the fees and expenses of such counsel shall not be at the expense of the Indemnifying Party unless (i) the Indemnifying Party shall have failed, within a reasonable time after having been notified by the Indemnified Party of the existence of such Third Party Claim as provided in the preceding sentence, to assume the defence of such Third Party Claim, (ii) the employment of such counsel has been specifically authorized by the Indemnifying Party, which Authorization shall not be unreasonably withheld, conditioned or delayed, or (iii) the named parties to any such action include both such Indemnified Party and the Indemnifying Party and such Indemnified Party shall have been advised by such counsel that there may be one or more legal defences available to the Indemnified Party which are not available to the Indemnifying Party, or available to the Indemnifying Party the assertion of which would be adverse to the interests of the Indemnified Party. So long as the Indemnifying Party is reasonably contesting any such Third Party Claim in good faith, the Indemnified Party shall not pay or settle any such Third Party Claim.

(c) Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such Third Party Claim, provided that in such event it shall waive any right to indemnity therefor by the Indemnifying Party for such Third Party Claim unless the Indemnifying Party shall have consented to such payment or settlement. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days after the receipt of the Indemnified Party's notice of a Claim of indemnity hereunder that it elects to undertake the defence thereof, the Indemnified Party shall have the right to contest, settle or compromise the Third Party Claim but shall not thereby waive any right to indemnity therefor pursuant to this Agreement.

(d) The Indemnifying Party shall not, except with the consent of the Indemnified Party, enter into any settlement that is not entirely indemnifiable by the Indemnifying Party pursuant to this Article 8 and does not include as an unconditional term thereof the giving by the Person or Persons asserting such Claim to all Indemnified Parties of an unconditional release from all liability with respect to such Claim or consent to entry of any judgment. The Indemnifying Party and the Indemnified Party shall cooperate with each other in all reasonable respects in connection with the defence of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense to the Indemnifying Party and/or its counsel, such employees of the Indemnified Party as may be reasonably necessary for the preparation of the defence of any such Third Party Claim or for testimony as witnesses in any proceeding relating to such claim. Notwithstanding the foregoing, the Vendor as Indemnifying Party shall not have any right to settle any Third Party Claim related to Taxes that could increase the Tax liability of the Purchaser without the consent of the Purchaser.

8.9 Payment of Claims

(a) Once the validity and amount of a Claim has been finally determined (the "**Claim Amount**"), by agreement between the Indemnifying Party and the Indemnified Party or by binding, final and non-appealable determination or settlement, then:

(b) if the Indemnifying Party is the Vendor, subject to Section 8.14, the Claim Amount will be paid by the transfer or assignment of the Escrow Shares (with each Escrow Share valued, for these purposes, in the manner contemplated by Section 8.4(d)) to the Purchaser for cancellation; and

(c) if the Indemnifying Party is the Purchaser, the Purchaser will promptly pay the Claim Amount to the Indemnified Party, in its sole discretion, in cash or by issuing additional OAM Shares to the Indemnified Party (with each Purchaser Share valued for these purposes at an amount equal to the 10-Day VWAP as of the date of determination of the Claim Amount).

8.10 Exclusion of Other Remedies; Specific Performance

Except as provided in this Section 8.10 or in Section 8.14, and except with respect to (a) claims for Damages arising out of or resulting from fraud or intentional misrepresentations, and (b) claims relating to any breach of covenant, the indemnities provided in Section 8.2 and Section 8.3 constitute the only remedy of the Purchaser or the Vendor, respectively, against a Party in the event of any breach of such Party contained in this Agreement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific performance of the terms hereof, in each case, without proof of actual damage (and without requirement of posting a bond or other security). Each of the Purchaser and the Vendor expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which it would otherwise be entitled to as against any other Party.

8.11 One Recovery

No Indemnified Party is entitled to double recovery for any claims even though such claims may have resulted from the breach of more than one of the representations, warranties, covenants and obligations of the Indemnifying Party in this Agreement. No Party has any liability or obligation with respect to any claim for indemnification to the extent that such matter was reflected as an adjustment to the Purchase Price in Article 2.

8.12 Duty to Mitigate

Nothing in this Agreement in any way restricts or limits the general obligation at Law of an Indemnified Party to mitigate any loss which it may suffer or incur by reason of the breach by an Indemnifying Party of any representation, warranty, covenant or obligation of the Indemnifying Party under this Agreement. If any claim can be reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the Indemnified Party shall take commercially reasonable steps to enforce such recovery, settlement or payment. Notwithstanding the foregoing, an Indemnified Party's obligation to mitigate any Damages shall not require such Indemnified Party to (i) initiate any Claim, (ii) assume or incur any material liability or (iii) take any other action that would reasonably be expected to materially disrupt or otherwise materially affect such Indemnified Party's business.

8.13 Adjustment to Purchase Price

Any payment made by the Vendor as an Indemnifying Party pursuant to this Article 8 will be treated as a dollar-for-dollar decrease of the Purchase Price and any payment made by the Purchaser as an Indemnifying Party pursuant to this Article 8 will be treated a dollar-for-dollar increase of the Purchase Price.

8.14 Right of Set-Off

In the event that the Purchaser is entitled to indemnification or other recovery for Damages in accordance with the provisions of this Agreement, the Vendor agrees that all or any portion of any Damages alleged to be incurred or suffered by any Purchaser Indemnified Persons (subject to the limitations set forth in this Article 8) may, at the Purchaser's option and upon at least five (5) days' prior written notice from the Purchaser to the Vendor, be set-off against any amount otherwise due and payable by the Purchaser to the Vendor hereunder, including without limitation, the Earnout Shares, if any (and for such purposes each Earnout Share shall be valued at an amount equal to the 10-Day VWAP as at the date that the Purchaser's entitlement to indemnification or other recovery is finally determined). The Vendor shall execute and deliver any agreements and documents, and shall do all things necessary at the Purchaser's direction, to allow the Purchaser to setoff the Escrow Shares, and the Earnout Shares, if any, or the proceeds thereof, against the Claim Amount as contemplated by this Section 8.14. For the avoidance of doubt, the right of set-off provided in this Section 8.14 is not intended to be the exclusive means of collecting Damages incurred or suffered by any Purchaser Indemnified Person.

ARTICLE 9
POST-CLOSING COVENANTS

9.1 Confidentiality

(a) OAM acknowledges having signed a confidentiality agreement with the Vendor and Team RandomK eSports S.L. dated November 11, 2023 (the "**Confidentiality Agreement**"). Upon Closing, the Confidentiality Agreement will terminate.

(b) The Vendor agrees that, from and after Closing, the Vendor shall not use or disclose to anyone, except authorized personnel of the Vendor, or Purchaser or its Affiliates, any trade secrets or confidential matters concerning the Purchased Assets, including, without limitation, secrets, customer lists and credit records, employee data, sales representatives and their territories, mailing lists, consultant arrangements, pricing policies, operational methods, marketing plans or strategies, product development and techniques or plans, product formulas and designs, research and development programs and plans, business acquisition plans, new personnel acquisition plans, designs and design projects, any Intellectual Property (unless previously publicly disclosed in a manner which would not and does not constitute a breach of this Agreement or any other relevant agreement or obligation of confidentiality) and any other research or business information concerning the Business and/or Purchased Assets (whether or not a trade secret under applicable Law) (collectively, "**Confidential Information**"); provided, however, that the foregoing obligations of confidentiality shall not extend to information that is (i) properly in the public domain through no fault of the Vendor in violation of this Agreement or (ii) disclosed to the Vendor by a third party who may lawfully do so and who, to the actual knowledge of the Vendor, was not under any confidentiality obligation with respect thereto. Notwithstanding the foregoing, the Vendor may disclose such information (i) to its legal and accounting advisors who reasonably need to know such information, and (ii) if required to be disclosed by any Law (if not subject to protection as confidential business information or otherwise protected by statute or common law privilege against disclosure); provided, however, that prior to any such disclosure required by any Law, the Vendor shall use commercially reasonable efforts to (A) give Purchaser written notice of such requirement prior to any such disclosure, if permitted and (B) allow Purchaser reasonable time to take such steps as to limit such disclosure; and provided, further, that the Vendor shall reasonably cooperate with Purchaser, at Purchaser's expense, in the good faith making or assertion of any available defense or privilege relating to the disclosure of such information. In addition, the existence and terms and conditions of this Agreement shall be deemed to be Confidential Information and subject to the restrictions and obligations of this Section 9.1(b).

9.2 Access to Books and Records

For a period of five (5) years from the Closing Date or for such longer period as may be required by Law, the Purchaser will retain all Books and Records related to the Purchased Assets. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendor shall have the right to inspect them at any time for any reasonable legal or business purpose

with respect to periods or occurrences prior to or on the Closing Date (without prejudice to the possibility of accessing to the books and records and employees in order to confirm the Cumulative Adjusted EBITDA achieved for the Earnout Period as provided for in Section 3.5(f)) upon reasonable request during normal business hours and upon reasonable notice for any proper purpose in connection with the affairs of the Vendor and without undue interference to the business operations of the Business. The Purchaser has the right to have its representatives present during any such inspection. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall not be required to disclose any information to the Vendor if (a) such disclosure would contravene any applicable Laws or contract, fiduciary duty or binding agreement which the Purchaser or the Vendor is or becomes bound by, (b) such disclosure would jeopardize any attorney client, litigation or other legal privilege or the attorney work-product doctrine, (c) such information is pertinent to any dispute in which the Purchaser, on the one hand, and the Vendor, on the other hand, are adverse parties, or (d) would cause significant competitive harm to the Purchaser and its respective businesses.

9.3 Further Assurances

From time to time after the Closing Date, each Party will, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Assets to the Purchaser and carry out the intent of this Agreement and any Ancillary Agreements.

ARTICLE 10
TERMINATION AND ABANDONMENT

10.1 Termination

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

(a) by mutual consent of the Vendor, on the one hand, and of the Purchaser, on the other hand;

(b) by any Party if the Closing shall not have occurred by the Outside Date, provided that the right to terminate this Agreement under this Section 10.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall be the cause of the failure of the Closing to occur on or before such date;

(c) by either the Vendor, on the one hand, or the Purchaser, on the other hand, if there has been a breach of any covenant or a breach of any representation or warranty of the Purchaser or the Vendor, respectively, which breach would cause the failure of any condition precedent set forth in Section 7.2, Section 7.3, or Section 7.4, as the case may be, provided that any such breach of a covenant or representation or warranty has not been cured within fifteen (15) Business Days following receipt by the breaching party of written notice of such breach; or

(d) by any Party, if there shall be any Law of any Governmental Entity that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or if any order of any Governmental Entity prohibiting such transactions is entered and such order shall become final and non-appealable.

10.2 Effect of Termination

If this Agreement is terminated pursuant to Section 10.1 by the Purchaser, on the one hand, or the Vendor, on the other hand, written notice thereof shall be given to the other Party specifying the provision of Section 10.1 pursuant to which such termination is made, and this Agreement shall be terminated and there shall be no liability hereunder on the part of the Purchaser or the Vendor. Nothing in this Section 10.2 shall relieve any Party of liability as a result of any wilful breach of this Agreement or fraud with respect to any express provisions of this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 Notices

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") must be in writing, sent by personal delivery, courier or e-mail (with a receipt confirmation requested) and addressed:

(a) to the Vendor at:

Goatch Global, S.L.
Avinguda Josep Tarradellas, 123, 6ª planta
08029 Barcelona
Spain

[redacted]

(b) to the Purchaser and to OAM at :

41 Fraser Avenue
Toronto, Ontario M6K 1Y7
Canada

[redacted]

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

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Canada

Attention: Michael Partridge and Jay Piett
E-mail: mpartridge@goodmans.ca and jpiett@goodmans.ca

-and-

Ana Montero Martín-Caloto

Email: ana.montero@icam.es

A Notice is deemed to be given and received (i) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (ii) if sent by e-mail, on the Business Day following the date of receipt confirmation. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

11.2 Time of the Essence

Time is of the essence in this Agreement.

11.3 Announcements

No press release, public statement or announcement or other public disclosure with respect to this Agreement or the transactions contemplated in this Agreement may be made except with the prior written consent and joint approval of the Vendor and the Purchaser, or if required by Law or a Governmental Entity. Where the public disclosure is required by Law or a Governmental Entity, the Party required to make the public disclosure will use its commercially reasonable efforts to obtain the approval of the Purchaser (where the Party required to make the public disclosure is the Vendor) or the Vendor (where the party required to make such public disclosure is the Purchaser) as to the form, nature and extent of the disclosure.

11.4 Third Party Beneficiaries

Except as otherwise provided in Section 8.2 and Section 8.3 the Vendor and the Purchaser intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties. No Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Vendor acknowledges to each of the Purchaser Indemnified Persons their direct rights against them under Section 8.2 of this Agreement and the Purchaser acknowledges to the Vendor Indemnified Persons their direct rights against it under Section 8.3 of this Agreement. To the extent required by law to give full effect to these direct rights, the Vendor and the Purchaser agree and acknowledge that they are acting as agent of their respective Indemnified Parties. The Parties reserve their right to vary or rescind the rights, granted by or under this Agreement to any Person who is not a Party, at any time and in any way whatsoever, without notice to or consent of that Person, including any Indemnified Party.

11.5 Expenses

Except as otherwise expressly provided in this Agreement, (i) the Purchaser will pay for its own costs and expenses incurred both prior to and following Closing in connection with this Agreement, the Ancillary Agreements and the transactions contemplated by them, (ii) the Vendor will pay for its own costs and expenses incurred after Closing in connection with this Agreement, the Ancillary Agreements and the transactions contemplated by them and (iii) the Notary Fees will be paid by the Purchaser. The fees and expenses referred to in this Section 11.5 are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements and the transactions contemplated by them, including the fees and expenses of legal counsel, investment advisers, accountants and other costs.

11.6 Amendments

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendor and the Purchaser.

11.7 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

11.8 Entire Agreement

This Agreement, the Ancillary Agreements and the Confidentiality Agreement, constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement, the Ancillary Agreements and the Confidentiality Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

11.9 Language

The Parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including Notices, Schedules, Exhibits and Authorizations, have been and shall be drawn up in the English language only.

11.10 Successors and Assigns

(a) This Agreement becomes effective only when executed by the Vendor and the Purchaser. After that time, it is binding on and enures to the benefit of the Vendor

and the Purchaser and their respective heirs, administrators, executors, legal representatives**,** successors and permitted assigns.

(b) Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Parties; provided however, and notwithstanding the foregoing, the Purchaser may assign this Agreement and its rights hereunder without the prior written consent of any other Party to any of its Affiliates.

11.11 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

11.12 Governing Law

(a) This Agreement is governed by and will be interpreted and construed in accordance with the laws of Spain (*derecho español común*).

(b) Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Spanish courts situated in the City of Barcelona and appellate courts therefrom and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

11.13 Execution by Electronic Transmission

The signature of any of the Parties may be evidenced by a facsimile, electronic signature, scanned email or internet transmission copy of this Agreement bearing such signature.

11.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

11.15 Independent Advice

Each Party acknowledges that it has been advised to seek independent legal and Tax advice prior to executing this Agreement and has retained such independent legal and Tax advice to the extent it considers necessary and desirable and agrees that any failure on its part to seek independent legal and Tax advice shall not affect (and it shall not assert that it affects) the validity of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Asset Purchase Agreement as of the date first written above.

OVERACTIVE MEDIA CORP.

Per: *"Adam Adamou"*
Name: Adam Adamou
Title: Authorized Signatory

OAMLEC, S.L.U

Per: *"Adam Adamou"*
Name: Adam Adamou
Title: Authorized Signatory

GOATCH GLOBAL, S.L.

Per: *"Alex Bardera"*
Name: Alex Bardera
Title: Authorized Signatory

Per: *"Ferran Vilaseca"*
Name: Ferran Vilaseca
Title: Authorized Signatory

SCHEDULE A

INTELLECTUAL PROPERTY AND SOCIAL MEDIA PROFILES

AND ACCOUNTS OWNED BY THE VENDOR

[Redacted]

SCHEDULE B

TEAM CONTRACTS

[Redacted]

SCHEDULE 1.1

ADJUSTED EBITDA
ILLUSTRATIVE CALCULATION

[Redacted]

SCHEDULE 2.1

ALLOCATION OF THE PURCHASE PRICE AMONG THE PURCHASE ASSETS

[Redacted]

SCHEDULE 7.3(E)(VI)

FORM OF EACH OF THE SERVICES AGREEMENTS

[Redacted]

SCHEDULE 7.3(E)(III)
FORM OF LOCK-UP AGREEMENT

FORM OF LOCK-UP AGREEMENT

[●], 2024

OverActive Media Corp.
181 Bay Street, Suite 320
Toronto, Ontario
M5J 2V1

Attention: Adam Adamou, Chief Executive Officer

Ladies and Gentlemen:

Re: OverActive Media Corp. - Lock-Up Agreement

This lock-up agreement (the "**Agreement**") is entered into by and among Goatch Global, S.L. (the "**Vendor**") and OverActive Media Corp. ("**OAM**", and together with the Vendor, the "**Parties**"). OAMLEC, S.L.U (the "**Purchaser**"), a wholly-owned subsidiary of OAM, and the Vendor entered into an agreement dated January 18, 2024 (the "**Purchase Agreement**") whereby the Purchaser will acquire certain assets from the Vendor on and subject to terms of the Purchase Agreement (the "**Transaction**"). All capitalized terms used and not defined herein have the meaning ascribed thereto in the Purchase Agreement.

12,100,000 OAM Shares issued by OAM to the Vendor as a portion of the Initial Share Consideration payable to the Vendor under the Purchase Agreement are subject to the Restrictions (as defined below) under this Agreement (the "**Locked-Up Shares**"). Following the issuance of the Locked-Up Shares by OAM, the Vendor may freely transfer some or all of the Locked-Up Shares to its owners, [redacted] (collectively with the Vendor, the "**Shareholders**" and each a "**Shareholder**"). The Shareholders understand that, in connection with the Transaction, it is a requirement that the Shareholders enter into an agreement in the form of this letter. The Shareholders acknowledge that the Purchaser is relying on the covenants of the Shareholders contained in this letter in having decided to effect the Transaction.

In consideration of the benefit that the Transaction will confer upon the Shareholders, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor (and, indirectly, the Shareholders) hereby agrees that, unless they first obtains the prior written consent of the Purchaser, they will not, directly or indirectly:

(a) offer, sell, contract to sell, secure, pledge, grant or sell any option, right or warrant to purchase, or otherwise lend, transfer, assign or dispose of beneficial ownership of the Locked-Up Shares;

(b) make any short sale, engage in any hedging transaction, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Locked-Up Shares, whether any such transaction

is to be settled by delivery of the Locked-Up Shares, other securities, cash or otherwise; or

(c) agree or publicly announce any intention to do any of the foregoing,

(collectively, the "**Restrictions**")

for a period beginning on:

(a) the date hereof and ending on the first anniversary of the date hereof with respect to 100% of the Locked-Up Shares;

(b) the date that is a day after the first anniversary of the date hereof and ending on the second anniversary of the date hereof with respect to 6/7 of the Locked-Up Shares;

(c) the date that is a day after the second anniversary of the date hereof and ending on the third anniversary of the date hereof with respect to 5/7 of the Locked-Up Shares;

(d) the date that is a day after the third anniversary of the date hereof and ending on the fourth anniversary of the date hereof with respect to 4/7 of the Locked-Up Shares;

(e) the date that is a day after the fourth anniversary of the date hereof and ending on the fifth anniversary of the date hereof with respect to 3/7 of the Locked-Up Shares;

(f) the date that is a day after the fifth anniversary of the date hereof and ending on the sixth anniversary of the date hereof with respect to 2/7 of the Locked-Up Shares; and

(g) the date that is a day after the sixth anniversary of the date hereof and ending on the seventh anniversary of the date hereof with respect to 1/7 of the Locked-Up Shares;

(collectively, the "**Lock-Up Period**")

The Restrictions shall not apply to: (A) an acquisition of all of the shares of OAM by another entity by means of any transaction or series of related transactions (including any reorganization, merger, arrangement, or take-over bid or arrangement) that has been approved by the board of directors of OAM and provided that in the event that the acquisition transaction is not completed, any Locked-Up Shares held by the Vendor or the Shareholders shall remain subject to the restrictions contained in this agreement; or (B) transfers by the Shareholders of Locked-Up Shares, to the extent applicable, (i) to Affiliates of the Shareholders (including, in the case of the Vendor, but not limited to Gerard Piqué and Ibai Llanos), so long as they remain Affiliates, (ii) as a result of the operation of law through estate, other testamentary document or intestate succession pursuant to a qualified domestic order, or, if the Shareholder is not an entity, (iii) pursuant to bona fide gifts to the immediate family of the Shareholders (and for purposes of this paragraph, "immediate family" shall mean the Shareholder and the spouse, any lineal descendent, father, mother, brother or sister of the Shareholder); provided that in the case of any transfer pursuant to clause (iii) above, each transferee shall sign and deliver a lock-up letter substantially in the form of this letter.

If, after the Lock-Up Period has expired, the Vendor or a Shareholder (the "**Selling Party**") wishes to sell any **Purchaser Shares** (collectively, the "**ROFO Shares**") over the TSX Venture Exchange

("**TSXV**") or any other stock exchange on which the Purchaser Shares are then listed (a "**Market Trade**"), the Selling Party shall give OAM written notice of the proposed Market Trade, indicating the number of ROFO Shares it intends to sell, at least five (5) trading days prior to completing such Market Trade (a "**Trade Notice**").

If a Selling Party delivers a Trade Notice to OAM, OAM shall have the right to purchase, or arrange for a third party designated by OAM to purchase (in either case, the "**ROFO Purchaser**"), all but not less than all of the ROFO Shares specified in the Trade Notice (the "**Purchased ROFO Shares**") at price equal to the volume weighted average trading price of OAM Shares on the TSXV for the five (5) trading day period ending on the last trading day immediately prior to the date on which the ROFO Closing (as defined below) occurs, payable in cash (the "**ROFO Purchase Price**"). In order to exercise its right to have the ROFO Purchaser purchase the Purchased ROFO Shares, OAM must deliver written notice to that effect (the "**ROFO Purchase Notice**") to the Selling Party not later than 11:59 pm (Toronto time) on the fifth trading day after the Selling Party delivered the Trade Notice to OAM.

If OAM delivers a ROFO Purchase Notice to a Selling Party in accordance with the paragraph above, the ROFO Purchaser shall purchase from the Selling Party, and the Selling Party shall sell to the ROFO Purchaser, all of the Purchased ROFO Shares on the date that is two (2) trading days after the date on which OAM delivered the ROFO Purchase Notice (the "**ROFO Closing Date**"). On the ROFO Closing Date, (i) the Selling Party and the ROFO Purchaser shall enter into a customary purchase agreement for the purchase and sale of the Purchased ROFO Shares, (ii) the Selling Party shall transfer ownership of the Purchased ROFO Shares to the ROFO Purchaser and (iii) the ROFO Purchaser shall pay the ROFO Purchase Price to the Selling Party by wire transfer.

If OAM does not deliver a ROFO Purchase Notice to the Selling Party in accordance with this letter, or if the ROFO Purchaser fails to pay for the Purchased ROFO Shares on the ROFO Closing Date, the Selling Party shall be entitled to sell the ROFO Shares through one or more Market Trades for a period of thirty (30) days beginning on either the day that is five (5) days after the date the Selling Party delivered a Trade Notice or the ROFO Closing Date, as applicable. If any of the ROFO Shares have not been sold by the Selling Party by the end of that thirty (30) day period, they may not be subsequently sold through Market Trades unless the Selling Party has once again complied with this letter with respect to those ROFO Shares.
The Vendor and the Shareholders hereby agree that the certificates (for the purposes of this Agreement, any reference to certificates includes a Direct Registration System Advice) evidencing the Locked-Up Shares shall bear a legend indicating in form and substance that such Locked-Up Shares are subject to the terms and provisions of this Agreement.

The Vendor and the Shareholders understand that the Purchaser and OAM are relying upon this Agreement in proceeding toward consummation of the Transaction. Each Shareholder and the Vendor hereby represents and warrants that they have full power and authority to enter into this Agreement, and that, upon the reasonable request of OAM, the Vendor and the Shareholders will execute (or cause any of the associates of the Shareholders to execute) any additional documents necessary or desirable in connection with the enforcement hereof. Each Shareholder and the vendor further understands that this Agreement is irrevocable and shall be binding upon each Vendor and Shareholder's legal representatives, successors, and permitted assigns, and shall enure to the benefit of OAM and its legal representatives, successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. All of the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purposes of this Agreement.

This Agreement may be executed in counterpart and may be executed and delivered by facsimile or by email in portable document or other similar format and all such counterparts and electronic copies shall together constitute one and the same agreement.

The parties hereto acknowledge that they have requested and are satisfied that this Agreement be drawn up in the English language only.

[*The remainder of this page has been left blank intentionally.*]

Yours truly,

GOATCH GLOBAL, S.L.

Name
Title

KOSMOS GLOBAL MEDIA, S.L.

IBAI LLANOS

OAM hereby acknowledges this lock-up agreement as of the date first indicated above.

OVERACTIVE MEDIA CORP.

By: _____
Name: Adam Adamou
Title: Chief Executive Officer

SCHEDULE 7.3(E)(V)
FORM OF NON-COMPETITION AGREEMENT

NON-COMPETITION, NON-SOLICITATION AND NON-INTERFERENCE AGREEMENT

THIS NON-COMPETITION, NON-SOLICITATION AND NON-INTERFERENCE AGREEMENT (the "**Agreement**") is entered into as of **[●]**, 2024 by and between OverActive Media Corp. ("**OAM**"), Goatch Global, S.L. (the "**Vendor**"), Ibai Llanos and Gerard Piqué (together with the Vendor, Ibai Llanos and Gerard Piqué, the "**Restricted Parties**" and each a "**Restricted Party**");

WHEREAS on January 22, 2024, OAM, OAMLEC, S.L.U., a wholly-owned subsidiary of OAM ("**OAMLEC**"), and the Vendor entered into an asset purchase agreement (the "**Purchase Agreement**"), pursuant to which OAMLEC has acquired from the Vendor certain assets of the Vendor on and subject to terms of the Purchase Agreement (the "**Transaction**");

WHEREAS the Restricted Parties have received significant economic benefit from the completion of the Transaction and are therefore willing to enter into this Agreement, the whole in accordance with the terms and conditions of the Purchase Agreement;

AND WHEREAS capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Purchase Agreement;

NOW THEREFORE the parties hereby agree as follows:

1. Definitions and Interpretation

(a) In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"**Business**" means the esports and gaming entertainment business conducted in Europe, the Middle East and Africa during the Restricted Period by OAM and any of its direct or indirect Subsidiaries, including OAMLEC.

"**Restricted Period**" means the period extending from the Closing Time up to and including (i) with respect to Ibai Llanos, the earlier to occur of (A) the second (2^{nd}) anniversary of the termination of the Services Agreement between Ibai Llanos and OAMLEC and (B) the date on which either OAMLEC terminates such Services Agreement without "just cause" or Ibai Llanos terminates such Services Agreement for "Good Reason" and (ii) with respect to Gerard Piqué, the earlier to occur of (A) the second (2^{nd}) anniversary of the termination of the Services Agreement between Gerard Piqué and OAMLEC and (B) the date on which either OAMLEC terminates such Services Agreement without "just cause" or Gerard Piqué terminates such Services Agreement for "Good Reason" and (iii) with respect to the Vendor, the date on which both periods set out in (i) and (ii) above have ended.

"**Restricted Territory**" means the European Union.

(b) The division into sections and clauses and the insertion of headings are for

convenience of reference only and do not affect the construction or interpretation of this Agreement. Unless specified otherwise: (i) where the word "**including**" or "**includes**" is used in this Agreement, it means "including without limitation" or "includes without limitation"; (ii) the expressions "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this Agreement and not to any particular section or clause of this Agreement; (iii) any reference to legislation or any regulations thereunder shall mean the legislation and regulations in force as at the effective date of this Agreement, as the same may be amended, re-enacted, consolidated or replaced from time to time and any successor legislation thereto; and (iv) words in the singular include the plural and vice-versa and words in the one gender include all genders.

2. Non-Competition

Each Restricted Party shall not, and shall cause its Affiliates to not, for the duration of the Restricted Period, on their or its own behalf or on behalf of any Entity, whether directly or indirectly, in any capacity whatsoever (including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, lender, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any Entity or otherwise), carry on, be engaged in, have any financial or other interest in or be otherwise commercially involved in any endeavour, activity or business in all or any part of the Restricted Territory which is in competition with the Business; *provided however*, that no Restricted Party shall be in default under this Section 2 by virtue of such Restricted Party holding, directly or indirectly, strictly for portfolio purposes and as a passive investor, no more than ten percent (10%) of the issued and outstanding shares of, or any other interest in, any body corporate which is listed on any recognized stock exchange, the business of which body corporate is in competition, in whole or in part, with the OAM.

None of the activities conducted by the Restricted Parties on the date hereof, which are listed in Schedule A shall be considered a breach of the obligations assumed by each of the Restricted Parties under this Agreement to the extent that those activities continue to be conducted substantially in the manner they have been conducted up to the date hereof.

3. Non-Solicitation of Employees

Each Restricted Party shall not, and shall cause its Affiliates to not, for the duration of the Restricted Period, on their or its own behalf or on behalf of or in connection with any other Entity, directly or indirectly, in any capacity whatsoever (including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, lender, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by or through any Entity or otherwise) employ, engage, offer employment to or solicit the employment or engagement of or otherwise entice away from the employment or engagement of OAM or any of its Affiliates, any individual who is employed by OAM or any of its Affiliates (an "**Employee**") whether or not such individual would commit any breach of his/her contract or terms of employment or engagement by leaving the employ or engagement of OAM or its Affiliates; *provided*

however, that nothing in this Section 3 shall prohibit any Restricted Party from making general solicitation advertisements in the ordinary course of business that are not targeted at any employee of OAM or any of its Affiliates and from hiring any such employee that responds to a general solicitation advertisement (such as general newspaper advertisements for available positions).

4. Non-Interference

Each Restricted Party shall not, and shall cause its Affiliates to not, for the duration of the Restricted Period, on their or its own behalf or on behalf of or in connection with any other Entity, directly or indirectly, in any capacity whatsoever (including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, lender, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any Entity or otherwise), interfere or attempt to interfere with the Business or persuade or attempt to persuade any customer, Employee, supplier, sponsor (including, for greater certainty, any sponsor of any esports team owned by OAM or its Affiliates) or partner of the Business or alter such Person's relationship with OAM or its Affiliates.

5. Penalty

If a Restricted Party breaches its obligations under this Agreement OAM, without prejudice to its right to claim for damages caused to it by that breach will be entitled to claim €1,000,000 from the breaching Restricted Party (but not from the other Restricted Parties) as a penalty. This penalty will apply as an exception to the general regime set out in article 1,152 of the Spanish Civil Code and in addition to any compensation for the damages caused. The Restricted Parties acknowledge the adequacy of the penalty and its amount in the event of a breach of the obligations under this Agreement, given the consideration received by them within the Transaction and the essential nature of those obligations and their performance for the execution of this Agreement by OAM and for the attainment of its object. The Restricted Parties agree that the penalty established in this Section 5 will be applied in full and will not be mitigated by any court in view of the degree of breach or any other circumstances, as expressly waived by the Parties. Also, it is stated that OAM can request both the fulfillment of the obligation and the payment of the penalty, under article 1,153 of the Spanish Civil Code.

6. Enforcement

(a) Each Restricted Party acknowledges and agrees that a breach of the covenants set out in this Agreement would result in damage to OAM and/or its Affiliates and that damages may not be an adequate remedy to compensate OAM for any breach of the Restricted Party's obligations under this Agreement. Accordingly, each Restricted Party agrees that in addition to any and all other remedies available, OAM shall be entitled to seek relief by way of a temporary or permanent injunction or through other equitable relief to enforce these obligations.

(b) Each Restricted Party shall fully indemnify and hold harmless OAM and its

Affiliates (each, an "**Indemnified Party**") of and from and will pay for any claim, demand, action, cause of action, judgment, liability, damage (excluding incidental and consequential damage) or expense suffered by, imposed upon or asserted against the Indemnified Party as a result of or in connection with or arising out of any violation, contravention or breach of this Agreement by such Restricted Party.

(c) The Parties agree that failure to comply with any of the obligations assumed by the Restricted Parties under this Agreement shall not entitle OAM to terminate any of the contracts entered into within the framework of the Transaction.

(d) The Restricted Parties shall immediately notify OAM of any violation, contravention or breach of this Agreement as soon as it becomes aware of any such event.

7. Acknowledgments of the Restricted Parties

Each Restricted Party acknowledges and agrees that:

(a) the Restricted Party has agreed to be bound by the covenants contained in this Agreement in consideration of (i) OAMLEC's agreement to enter into and complete the Transaction and (ii) the direct or indirect receipt of the payments provided for pursuant to the Purchase Agreement and the other agreements provided for in the Purchase Agreement and (iii) the payments under the Services Agreements entered with Ibai Llanos and Gerard Piqué;

(b) the covenants contained in this Agreement are separate and independent of any covenants contained in any other agreement between the parties or any of them whether entered into prior to, contemporaneously with or following the date hereof;

(c) the provisions of this Agreement, including the Restricted Period and the scope of the Restricted Territory, are reasonable in all respects and all defences to the reasonableness thereof are waived by the Restricted Party;

(d) the covenants provided for in this Agreement may seriously constrain the Restricted Party's freedom to pursue alternative business activities in the Restricted Territory during the Restriction Period but only if such activities are concurrent with the Business; and

(e) the Restricted Party (i) has had the opportunity to obtain independent legal advice prior to entering into this Agreement; (ii) understands the duties and obligations of the Restricted Party under this Agreement; and (iii) is executing this Agreement voluntarily.

8. Notices

(a) Any Notice must be in writing, sent by personal delivery, courier or e-mail (with a receipt confirmation requested) and addressed:

(i) to the Restricted Parties at:

Goatch Global, S.L.
Avinguda Josep Tarradellas, 123, 6ª planta
08029 Barcelona
Spain]

[redacted]

(ii) to OAM at:

41 Fraser Avenue
Toronto, Ontario M6K 1Y7
Canada

[redacted]

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

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Canada

Attention: Michael Partridge and Jay Piett
E-mail: mpartridge@goodmans.ca and jpiett@goodmans.ca

(b) A Notice is deemed to be given and received: (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt confirmation), and otherwise on the next Business Day; or (b) if sent by email, on the Business Day following the date of receipt. A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed.

9. General

(a) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

(b) This Agreement may not be altered, modified, amended or terminated unless agreed to in writing by OAM and the Restricted Parties.

(c) In no event may the Restricted Parties assign or delegate to any other party the Restricted Parties' rights, duties or obligations under this Agreement. The Restricted Parties agree that OAM has the right, with prior notice to the Restricted Parties, to assign this Agreement to any of its Affiliates.

(d) This Agreement shall enure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.

(e) Any purported waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature). No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.

(f) The provisions of this Agreement shall be deemed severable and independent and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision or covenant of this Agreement, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, then the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(g) This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Spain applicable therein and shall be treated, in all respects, as an Spanish contract. All of the Parties irrevocably submit to the exclusive jurisdiction of the courts of the city of Madrid (Spain) for the purposes of this Agreement.

(h) The parties represent and warrant to each other that the recitals in this Agreement are true.

(i) This Agreement may be executed and delivered by facsimile or by e-mail in portable document or other similar format and in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

[*The remainder of this page is intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF the parties have executed this Non-Competition, Non-Solicitation and Non-Interference Agreement as of the date first written above.

OVERACTIVE MEDIA CORP.

Per: _____
Name: Adam Adamou
Title: Chief Executive Officer

GOATCH GLOBAL, S.L.

Per: _____
Name: Ferran Vilaseca Lemus and Alex Bardera
Title: Authorized Signatory

_____
IIBAI LLANOS

_____
GERARD PIQUÉ

SCHEDULE A – NON COMPETITON

[redacted]

[redacted]