VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 7th day of November, 2022.

BETWEEN:

SIMON ORDISH, with an email: [redacted] (the "**Shareholder**")

- and -

14487460 CANADA INC., a corporation existing under the laws of Canada (the "**Acquiror**")

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of 579,961 common shares ("**Target Shares**") in the capital of TAAL Distributed Information Technologies Inc., a corporation existing under the federal laws of Canada ("**Target**") as set forth in Section 2.4;

AND WHEREAS the Shareholder understands that Target and Acquiror have entered into the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein) whereby Acquiror proposes to indirectly acquire all of the issued and outstanding voting and equity securities of Target;

AND WHEREAS in order for the Shareholder to realize the benefits that will accrue to such Shareholder in connection with the consummation of the Arrangement, the Shareholder desires to enter into this Agreement to provide his or her support for completion of the Arrangement on the terms and conditions set forth herein;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Target Shares and the other restrictions and covenants set forth herein;

AND WHEREAS the foregoing recitals, and the representations, warranties and covenants provided herein, are made or provided by the Shareholder only with respect to such Shareholder and such Target Shares and, for greater certainty, are not made or provided in relation to any other shareholder or such shareholders securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" has the meaning ascribed thereto in the *Securities Act* (Ontario) and the rules, regulations, instruments (including national and multilateral instruments) and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Arrangement**" means the arrangement of Target and 14487460 Canada Inc., a wholly-owned subsidiary of Acquiror, under Section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the parties to the Arrangement Agreement, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement dated November 2, 2022 between Target, Acquiror and Indigo IP Holdings Ltd., including the schedules thereto, as it may be amended, supplemented or modified from time to time in accordance with its terms;

"**Person**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind; and

"**Transaction Shareholder Approval**" has the meaning ascribed thereto in Section 2.1.

1.2 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere in this Agreement and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

ARTICLE 2
COVENANTS OF THE SHAREHOLDERS

2.1 Shareholder Support

In connection with the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), if and only if, any approval of securityholders of Target is required under applicable Canadian securities Laws (including the rules of the Canadian Securities Exchange and, for greater certainty, any "minority approval" as such term is defined in Multilateral Instrument 61-101 – *Protection of Minority Securityholders in Special Transactions*) ("**Transaction Shareholder Approval**"), the Shareholder hereby covenants, undertakes and agrees from time to time, until such time as this Agreement is terminated in accordance with Article 4, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Target Shares (to the extent they carry a right to vote): (i) at any meeting of any of the securityholders of Target at which the Shareholder or any registered or beneficial owner of the Target Shares are entitled to vote to obtain the Transaction Shareholder Approval; or (ii) in any action by written consent of the securityholders of Target, in favour of the approval, consent, ratification and adoption of any resolution approving the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement).

2.2 Restrictions with Respect to Target Shares

The Shareholder hereby covenants and agrees that, from the date hereof until the earlier of (i) the Effective Time, (ii) the termination of this Agreement in accordance with Article 4, or (iii) it being determined (by mutual agreement of Acquiror and Target) that the Transaction Shareholder Approval is not required, except as permitted by this Agreement, such Shareholder will:

(a) not, directly or indirectly, option, sell, assign, transfer, pledge, encumber, grant a participation or security interest in or power of attorney over, hypothecate or otherwise convey or dispose of any Target Shares, or any right or interest therein (legal or equitable), to any Person or group or Persons acting jointly or in concert or enter into any agreement, option or other arrangement to do any of the foregoing (each of the foregoing, a "**Transfer**"), other than to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled solely by, the Shareholder or a trust or account (including a Registered Retirement Savings Plan, Registered Education Savings Plan, Registered Retirement Income Fund or similar account) existing for the benefit of such Person or entity; provided, that a Transfer referred to in this sentence shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, in form and substance reasonably acceptable to Acquiror, to be bound by all of the terms of this Agreement with respect to the Target Shares; and provided further, that in the case of a Transfer to a corporation, partnership, limited liability company or other entity solely controlled by, the Shareholder, such entity shall remain solely controlled by the Shareholder until the earlier of: (i) the Effective Time; and (ii) the termination of this Agreement in accordance with Article 4. Any purported transfer of any Target Shares or interest therein in violation of this Section 2.2(a) shall be null and void;

(b) not, directly or indirectly, grant or agree to grant any proxy or other right to vote any Target Shares, except for any proxies granted to vote in favour of any Transaction Shareholder Approval in accordance with Section 2.1, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of Target or give consents or approval of any kind as to any Target Shares;

(c) not vote or cause to be voted any Target Shares in favor of, and vote or cause to be voted all Target Shares against, any proposed action, transaction or agreement by or involving Target or any of its Affiliates or the Shareholder or any other Person in a manner which could reasonably be expected to (i) prevent, hinder or delay the successful completion of the Arrangement or the transactions contemplated by the Arrangement Agreement; or (ii) change in any manner the voting rights of any class of shares of Target;

(d) other than set forth herein, take all such steps as are necessary or advisable to ensure that at all relevant times his, her or its Target Shares will not be subject to any shareholders' agreements, voting trust or similar agreements or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting or restricting the ability of him or her to exercise all voting rights attaching to such Target Shares;

(e) not withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, support for the transactions contemplated by the Arrangement Agreement; and

(f) irrevocably waives to the fullest extent permitted by Law any and all rights of the Shareholder to dissent with respect to the Arrangement, and will not exercise any such rights with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement.

2.3 Voting

The Shareholder hereby agrees with Acquiror that it will, on or before the fifth Business Day prior to any meeting of any of the securityholders of Target in respect of any Transaction Shareholder Approval, duly complete forms of proxy in respect of all of his, her or his/her/its Target Shares, and any other required documents in connection therewith, and cause same to be validly delivered in support of (and indicating that all Target Shares are voted in favour of approving) the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement) and will not withdraw the forms of proxy except as expressly otherwise provided in this Agreement. The Shareholder further agrees that he/she/it will, on or before the fifth Business Day prior to any meeting of any of the securityholders of Target in respect of any Transaction Shareholder Approval to be called to approve the Arrangement (and any transactions contemplated in connection with the Arrangement Agreement), deliver or cause to be delivered to Acquiror in accordance with Section 5.10 of this Agreement, a copy or screenshot of the duly completed and signed forms of proxy described in the preceding sentence.

2.4 Target Shares

The Shareholder's Target Shares are as follows: 579,961 common shares of the Target in the name of the Shareholder.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

The Shareholder hereby represents and warrants to and covenants with Acquiror as follows, and acknowledges that Acquiror is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, such Shareholder is a subsisting corporation or other entity under the laws of its incorporating or organizational jurisdiction. The Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming due authorization, execution and delivery by Acquiror, constitutes a legal, valid and binding agreement enforceable by Acquiror against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(b) Ownership of Target Shares. The Shareholder is, and, subject to any Transfer permitted pursuant to Section 2.2(a), will be continuously up until the Effective Time, the direct or indirect beneficial owner of the Target Shares, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder does not own or have any interest in any securities of Target other than the Target Shares. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, agreement provision, statute, regulation, judgment, order, decree or law which would be violated, contravened, breached by, or under which any default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Target Shares, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. None of such Target Shares is subject to any proxy, power of attorney, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the shareholders of Target or give consents or approvals of any kind, except pursuant to this Agreement.

(e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by the Shareholder in connection with (i) the execution and delivery by the Shareholder and enforcement against the Shareholder of this Agreement, or (ii) the consummation of any transactions by the Shareholder provided for herein.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates, or any of the Target Shares or other property of the Shareholder or any of its Affiliates, and there is no judgment, decree or order against the Shareholder or its Affiliates, or any of the Target Shares or other property of the Shareholder or any of its Affiliates, that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement or adversely affect the Shareholder's ability to perform its obligations hereunder or the title of the Shareholder to any of its Target Shares.

(g) No Spousal Consent. No consent of the Shareholder's spouse is necessary under any "community property" or other Laws in order for the Shareholder to enter into and perform its obligations under this Agreement.

(h) No Commitment. None of the Target Shares held by the Shareholder is the subject of any commitment, undertaking or agreement, the terms of which would affect in any way the ability of the Shareholder to perform the Shareholder's obligations with respect to such Target Shares as set out in this Agreement.

(i) Not Joint Actors. The Shareholder is not acting jointly or in concert, as defined in the Securities Act (Ontario), with the Acquiror in respect of the Arrangement.

3.2 Representations and Warranties of Acquiror

Acquiror hereby represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Acquiror is a corporation duly incorporated and validly existing under the laws of Canada and it has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder; and

(b) this Agreement has been duly executed and delivered by Acquiror and constitutes a legal, valid and binding agreement enforceable by the Shareholder against Acquiror in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate: (i) by a written instrument executed by both of the parties; (ii) in the event that the Arrangement Agreement is terminated in accordance with its terms; (iii) on the Effective Time, or (iv) it being determined (by mutual agreement of Acquiror and Target) that the Transaction Shareholder Approval is not required.

4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void in relation to the Shareholder and Acquiror and no such party shall have liability to such other party in respect of whom this Agreement has been terminated, except in respect of a wilful, intentional or material breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Acquiror agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of Target and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of Target or any of Target's subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any party from properly fulfilling his or her fiduciary duties as a director or officer of Target.

5.2 Further Assurances

The Shareholder will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as Acquiror may reasonably require to effectively carry out or better evidence or perfect the full intent of the parties and meaning of this Agreement.

5.3 Survival of Representations and Warranties

No investigations made by or on behalf any party or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by any other party herein or pursuant hereto.

5.4 Disclosure

No press release or other disclosure (public or otherwise) with respect to the existence or details of this Agreement or the Arrangement shall be made by a Shareholder without the prior written consent of Acquiror, except (a) to the extent required by applicable law, or (b) to the Shareholder's legal advisors, provided that such advisors shall be required to comply with the foregoing disclosure obligations and the Shareholder agrees to be responsible for any breach of such disclosure obligations by any of such advisors.

The Shareholder hereby expressly consents to the disclosure of the existence and details of this Agreement in any press release, information circular, court documents or other public disclosure document prepared by the Target or the Acquiror any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement, and acknowledges that a copy of this Agreement shall be filed on System for Electronic Document Analysis and Retrieval (SEDAR) on or following the date hereof.

5.5 Assignment

Subject to prior written notice to the Shareholder, Acquiror may assign all or part of its rights under this Agreement to an Affiliate of Acquiror. Other then as expressly contemplated by Section 2.2(a), this Agreement shall not be otherwise assignable by a Shareholder without the prior written consent of Acquiror, which consent may not be unreasonably withheld.

5.6 Time

Time shall be of the essence of this Agreement.

5.7 Governing Law

This Agreement will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction) and the federal laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto. The parties to this Agreement hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum. This Section 5.7 shall survive the termination of this Agreement.

5.8 Entire Agreement

This Agreement, including the appendices hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no representations, warranties, conditions, undertakings, commitments, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party hereto, except as specifically set forth in this Agreement .

5.9 Amendments

This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Notices

(a) **Method of Delivery.** Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(i) sent by electronic means of sending messages (in this Section, "**Electronic Transmission**"), by either facsimile transmission (if specified below) or e-mail, during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender's name and facsimile number or e-mail address as applicable, the date and time of transmission, and if sent by facsimile transmission the name and telephone number of a Person to contact in the event of facsimile transmission problems or if sent by e-mail acknowledgement that the transmission is transmitted to the sender by the recipient or the recipient's electronic system; or

(ii) delivered in person in a sealed package entitled Personal and Confidential addressed to the recipient during normal business hours on a Business Day and left with a receptionist or other responsible employee of the recipient, who is required to provide written acknowledgement of receipt, at the applicable address set forth below;

a. in the case of a notice to the Shareholder, to such address and email indicated in the preamble to this Agreement; and

b. in the case of a notice to Acquiror, addressed to it at:

Suite 410, Canada Place
Lauchland Benjamin Dr.
St. John's, Antigua and Barbuda

Attention: Paul Rajchgod, Managing Director – Private Equity
Email: [redacted]

With a copy (which shall not constitute notice) to:
Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
P.O. Box 20
Toronto, ON M5H 2T6

Attention: Wojtek Baraniak
Email: [redacted]

Deemed Delivery. Each notice sent in accordance with this Section shall be deemed to have been received:

(iii) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or

(iv) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the electronic acknowledgement of delivery is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

Any party hereto may change its address for notice by written notice delivered to the other parties hereto.

5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain irreparable harm for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Shareholder will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement.

To evidence the fact that a party hereto has executed this Agreement, such party may send a copy of its executed counterpart to the other parties hereto by Electronic Transmission and if sent by email, in Portable Document File (PDF) format. That party will be deemed to have executed this Agreement on the date it sent such Electronic Transmission.

5.15 Independent Legal Advice

The Shareholder acknowledges that:

(a) the Shareholder has read this Agreement in its entirety, understands this Agreement and agrees to be bound by its terms and conditions;

(b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and

(c) the Shareholder is entering into this Agreement voluntarily.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.]**

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

14487460 CANADA INC.

Per: (signed) *"Paul Rajchgod"*
Name: Paul Rajchgod
Title: Director

SIMON ORDISH

(signed) *"Simon Ordish"*