

AGENCY AGREEMENT

December 3, 2021

Pluribus Technologies Inc.
40 King Street West, Suite 5800
Toronto, ON M5H Attention: **Richard Adair, Chief Executive Officer**

Aumento Capital IX Corp. 77 King Street West,
TD North Tower, Suite 700
Toronto, ON M5K 1G8

Attention: Paul Pathak, Director

Dear Sirs:

Canaccord Genuity Corp. (“**Canaccord**”) and Scotia Capital Inc. (“**Scotia**” and, together with Canaccord, the “**Co-Lead Agents**”), as co-lead agents, and Desjardins Securities Inc., PI Financial Corp. and Raymond James Ltd. (collectively with the Co-Lead Agents, the “**Agents**”) understand that (i) Pluribus Technologies Inc., a corporation incorporated under the federal laws of Canada (the “**Corporation**”), proposes to issue and sell up to 3,703,705 subscription receipts of the Corporation (each, a “**Subscription Receipt**” and, collectively, the “**Subscription Receipts**”) at a price of \$6.75 per Subscription Receipt (the “**Issue Price**”) on a private placement basis for aggregate gross proceeds of up to approximately \$25,000,000 (the “**Offering**”), and (ii) Aumento Capital IX Corp., a corporation incorporated under the laws of the Province of Ontario (“**Aumento**”) has entered into the Definitive Agreement (as defined herein) with the Corporation pursuant to which Aumento, 1351563 Canada Inc., a wholly-owned subsidiary of Aumento incorporated under the federal laws of Canada (“**Aumento Subco**”), and the Corporation intend to complete a reverse take-over transaction on the terms set out therein (the “**Business Combination**”).

In addition, the Corporation hereby grants to the Agents an option (the “**Agents’ Option**”), exercisable by the Agents, in whole or in part, at any time prior to the Closing Date to arrange for the purchase of up to an additional 740,741 Subscription Receipts (the “**Additional Subscription Receipts**”) that may be sold under the Offering on the same terms as the Offering as described herein. If the Agents’ Option is exercised in full, the total gross proceeds of the Offering shall be approximately \$30,000,000. Except where the contrary is indicated, all references herein to the “Subscription Receipts” includes the Additional Subscription Receipts and the Agents’ Subscription Receipts (as defined herein).

The Subscription Receipts will be created pursuant to a subscription receipt agreement (the “**Subscription Receipt Agreement**”) among the Corporation, Aumento, Canaccord and TSX Trust Company, as subscription receipt agent (the “**Subscription Receipt Agent**”), to be dated as of the Closing Date (as defined herein). Each Subscription Receipt will, upon the satisfaction, or waiver, to the extent such waiver is permitted, in whole or in part by Canaccord, on behalf of the Agents, in their sole discretion, acting reasonably, of the Escrow Release Conditions (as defined herein), and without payment of additional consideration or further action on the part of the holders of the Subscription Receipts, be automatically converted into 0.134771 of one series 1 class A common share in the capital of the Corporation (each whole common share, a “**Common Share**” and collectively, the “**Common Shares**”).

The description of the Subscription Receipts herein is a summary only and is subject to the specific attributes and detailed provisions of the Subscription Receipts to be set forth in the Subscription Receipt Agreement. In the case of any inconsistency between the description of the Subscription Receipts in this

Agreement and their terms and conditions as set forth in the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement shall govern.

The Agents understand that the Corporation and Aumento, which is listed as a Capital Pool Company on the TSX Venture Exchange (the “**Exchange**”), have agreed that the Business Combination shall be a reverse take-over of Aumento by the Corporation and shall constitute Aumento’s “qualifying transaction” pursuant to Policy 2.4 – *Capital Pool Companies* of the Exchange and will be completed by way of a three-cornered amalgamation among the Corporation, Aumento and Aumento Subco, a wholly-owned subsidiary of Aumento incorporated for the sole purpose of facilitating the Amalgamation (as defined herein). As a result of the Business Combination, the securityholders of the Corporation will become securityholders of Aumento (which will be renamed “Pluribus Technologies Inc.” or such other name as is agreed to by the Corporation and Aumento) (such corporation referred to herein as the “**Resulting Issuer**”). The Agents further understand that pursuant to the Business Combination, among other things, (i) Aumento will complete the consolidation (the “**Consolidation**”) of the Aumento Common Shares (as defined herein) on the basis of one (1) post-Consolidation Aumento Common Share for every 7.94118 pre-Consolidation Aumento Common Shares; (ii) Aumento Subco will amalgamate with the Corporation (the “**Amalgamation**”) pursuant to an amalgamation agreement to be entered into pursuant to the Definitive Agreement; and (iii) pursuant to the Definitive Agreement, the Common Shares and other securities of the Corporation, other than the Agents’ Warrants (as defined herein) which will be exchanged for Resulting Issuer Agents’ Warrants on a one-for-one basis, will be exchanged for equivalent securities of the Resulting Issuer at an exchange ratio of 7.42 securities of the Resulting Issuer for each security of the Corporation (the “**Exchange Ratio**”) and, other than in respect of the Resulting Issuer Agents’ Warrants, the exercise price of securities exercisable to acquire Resulting Issuer Common Shares (as defined herein) shall be adjusted having regard to the Exchange Ratio. Pursuant to the Definitive Agreement and the Subscription Receipt Agreement, upon satisfaction, or waiver, to the extent such waiver is permitted, in whole or in part by Canaccord, on behalf of the Agents, in their sole discretion, acting reasonably, of the Escrow Release Conditions, the Common Shares issued upon conversion of the Subscription Receipts (the “**Underlying Shares**”) will be exchanged for, without payment of any additional consideration and without any further action on the part of the holder thereof, Resulting Issuer Common Shares such that such holder of Subscription Receipts shall receive one Resulting Issuer Common Share for each Subscription Receipt held immediately prior to the satisfaction or waiver of the Escrow Release Conditions.

Upon Closing (as defined herein), the gross proceeds from the Offering less: (i) the portion of the Agents’ Cash Compensation (as defined herein) that the Agents have not elected to receive in Agents’ Subscription Receipts in accordance with Section 9; and (ii) the Agents’ Expenses (as defined herein) accrued to the Business Day prior to the Closing Date (collectively, the “**Escrowed Proceeds**”) will be delivered to and held by the Subscription Receipt Agent in escrow pursuant to the terms of the Subscription Receipt Agreement pending the satisfaction or waiver (to the extent such waiver is permitted) of the Escrow Release Conditions in accordance with the provisions of the Subscription Receipt Agreement and may be invested in accordance with the Subscription Receipt Agreement, it being understood that the Agents have elected in accordance with Section 9 of this Agreement to receive a portion of the Agents’ Cash Compensation (as defined herein) in Agents’ Subscription Receipts, resulting in a corresponding increase in the amount of Escrowed Proceeds had the Agents elected to receive 100% of the Agent’s Cash Compensation in cash. Upon satisfaction, or waiver, to the extent such waiver is permitted, in whole or in part by Canaccord, on behalf of the Agents, in their sole discretion, acting reasonably, of the Escrow Release Conditions, the Subscription Receipt Agent shall release from the Escrowed Funds (as defined herein): (i) to Canaccord, on behalf of the Agents, all Agents’ Expenses not previously paid to the Agents, and (ii) to the Corporation, all remaining Escrowed Funds (less any amount payable to the Subscription Receipt Agent equal to its reasonable fees and for services rendered and disbursements incurred) in accordance with and subject to the terms of the Subscription Receipt Agreement.

As a condition precedent to the execution of any direction or release certificate by Canaccord required by the Subscription Receipt Agent for the release of the Escrowed Funds, the Chief Executive Officer and the Chief Financial Officer of each of the Corporation and Aumento (or such other officers as may be acceptable to Canaccord, acting reasonably) shall certify to the Agents that the Escrow Release Conditions (other than delivery of any direction or release certificate to be signed by Canaccord as required by the Subscription Receipt Agent) have been satisfied (the “**Escrow Release Certificate**”), except for any such Escrow Release Conditions waived in whole or in part by Canaccord, on behalf of the Agents.

If (i) the Escrow Release Conditions are not satisfied or waived prior to 5:00 p.m. (Toronto time) on the date that is 120 days following the Closing Date (the “**Escrow Release Deadline**”), (ii) prior to the Escrow Release Deadline, the Corporation advises the Agents or announces to the public that it does not intend to satisfy any one or more of the Escrow Release Conditions; or (iii) prior to the Escrow Release Deadline, the Definitive Agreement is terminated (in any case, a “**Termination Event**”, and the date upon which such event occurs, the “**Termination Date**”), each Subscription Receipt (other than the Agents’ Subscription Receipts) shall be repurchased by the Company and each holder of Subscription Receipts shall be entitled to receive out of the Escrowed Funds an amount equal to \$6.75 per Subscription Receipt held plus a pro rata share of any Earnings (as defined herein) thereon less applicable withholding taxes, if any, all in accordance with the terms of, and subject to the timelines set out in, the Subscription Receipt Agreement. To the extent that the Escrowed Funds are insufficient to pay to the holders of the Subscription Receipts the foregoing amount, the Corporation shall be liable to the holders of Subscription Receipts (other than holders of Agents’ Subscription Receipts) for and will contribute such amounts as are necessary to satisfy any shortfall (the “**Shortfall Amount**”).

The Corporation has included certain Purchasers as identified by the Corporation on a president’s list (the “**President’s List Purchasers**”). The parties hereto acknowledge that the Agents shall not be obligated, and may, in their sole discretion, acting reasonably, refuse to participate in any subscription for Subscription Receipts by any President’s List Purchasers. It is acknowledged by the parties that certain purchasers of Subscription Receipts will settle directly with the Corporation on a non-brokered basis (the “**Non-Brokered Purchasers**”). The Corporation acknowledges and agrees that (i) the Agents shall not be required to conduct a suitability review in respect of sales of Subscription Receipts to Non-Brokered Purchasers; (ii) the Agents do not and will not have any liability whatsoever to the Corporation or to Non-Brokered Purchasers with respect to sales of Subscription Receipts to Non-Brokered Purchasers; and (iii) the indemnity set out in Sections 12 and 13 shall apply in respect of all sales of Subscription Receipts to Non-Brokered Purchasers.

Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, the Corporation hereby appoints the Agents, as the Corporation’s agents, to offer for sale by way of private placement on a commercially reasonable efforts agency basis, without underwriter liability, the Subscription Receipts to be issued and sold pursuant to the Offering and the Agents agree to arrange for purchasers of the Offered Securities (as defined herein) in the Designated Jurisdictions (as defined herein) and those other jurisdictions where the Subscription Receipts may be lawfully sold pursuant to the terms and conditions hereof (collectively, the “**Selling Jurisdictions**”).

In consideration of the services to be rendered by the Agents hereunder in connection with the Offering, the Agents will receive the compensation described in Section 9 of this Agreement. The Agents shall be entitled to appoint, at their sole expense, other registered dealers acceptable to the Corporation (“**Selling Firms**”) as agents to assist in the Offering and the Agents shall determine the remuneration payable by the Agents to such Selling Firms appointed by them.

Unless the context requires otherwise, all references herein to the “Offering” includes the Agents’ Option, all references herein to the “Subscription Receipts” includes the Additional Subscription Receipts, all

references to the “Underlying Shares” includes the Common Shares underlying the Additional Subscription Receipts and all references to “Resulting Issuer Common Shares” includes the Resulting Issuer Common Shares issued in exchange for the Underlying Shares and the Resulting Issuer Agents’ Warrant Shares issuable upon exercise of the Resulting Issuer Agents’ Warrants.

DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

“**Additional Subscription Receipts**” has the meaning ascribed to such term on page 1 hereof;

“**Advisory Fee**” has the meaning ascribed to such term in Section 9 hereof;

“**Advisory Subscription Receipts**” has the meaning ascribed to such term in Section 9 hereof;

“**Advisory Warrants**” has the meaning ascribed to such term in Section 9 hereof;

“**Agents**” has the meaning ascribed to such term on page 1 hereof;

“**Agents’ Cash Compensation**” has the meaning ascribed to such term in Section 9 hereof;

“**Agents’ Expenses**” has the meaning ascribed to such term in Section 10 hereof;

“**Agents’ Option**” has the meaning ascribed to such term on page 1 hereof;

“**Agents’ Subscription Receipts**” has the meaning ascribed to such term in Section 9 hereof;

“**Agents’ Warrant Certificates**” has the meaning ascribed to such term in Section 9 hereof;

“**Agents’ Warrants**” has the meaning ascribed to such term in Section 9 hereof;

“**Agent Warrant Shares**” means the Common Shares issuable upon exercise of the Agents’ Warrants;

“**Agreement**” means this agreement resulting from the acceptance by the Corporation and Aumento of the offer made by the Agents hereby, including all schedules hereto, as amended or supplemented from time to time;

“**Amalco**” means the corporation resulting from the Amalgamation;

“**Amalgamation**” has the meaning ascribed to such term on page 2;

“**Applicable Law**” means, in relation to any Person, agreement, property, transaction, event or other matter, all applicable laws, statutes, Authorizations, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, directives, rulings, subpoenas, or awards, and conditions of any grant or maintenance of any approval, permission, certification, consent, registration, authority or licence, any applicable federal or provincial pricing policies, and any other requirements of any Governmental Authority, by which such Person is bound or having application to the Business, the Business Combination or the Offering and any amendments or supplements to, or all replacements and substitutions of, any of the foregoing;

“**ASPE**” means the Accounting Standards for Private Enterprises;

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

“**Aumento**” has the meaning ascribed to such term on page 1 hereof;

“**Aumento Broker Warrants**” has the meaning ascribed to such term in Section 4(b)(iv);

“**Aumento Common Shares**” means the common shares of Aumento;

“**Aumento Consolidaton**” means the consolidation of the outstanding Aumento Common Shares on the basis of 7.94118 pre-consolidation Aumento Common Shares for one post-consolidation Aumento Common Share;

“**Aumento Financial Statements**” means, collectively, the audited financial statements of Aumento for the period from incorporation (February 16, 2021) to March 3, 2021, together with the notes thereto and the auditors’ report thereon, and the unaudited condensed interim financial statements of Aumento for the three months ended September 30, 2021 and for the period from the date of incorporation (February 16, 2021) to September 30, 2021;

“**Aumento Options**” has the meaning ascribed to such term in Section 4(b)(iv);

“**Aumento Public Record**” means all information filed by or on behalf of Aumento with the Securities Regulators or the Exchange via SEDAR or otherwise, including without limitation, the Aumento Financial Statements, as applicable, and any other information filed with any Security Regulator or the Exchange in compliance, or intended compliance, with applicable Securities Laws;

“**Aumento Subco**” has the meaning ascribed to such term on page 1 hereof; “**Authorizations**” has the meaning ascribed to such term in Section 4(a)(xlii) hereof;

“**Beneficiaries**” has the meaning ascribed to such term in Section 12;

“**Broker Subscription Receipts**” has the meaning ascribed to such term in Section 9 hereof;

“**Broker Warrant**” has the meaning ascribed to such term in Section 9 hereof;

“**Business**” means the business carried on by the Corporation and the Subsidiaries as of the date hereof and the business to be carried on by the Resulting Issuer and its subsidiaries (including Amalco and the Subsidiaries) upon completion of the Business Combination;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;

“**Business Combination**” has the meaning ascribed to such term on page 1 hereof;

“**BCA**” means the *Canada Business Corporations Act*;

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

“Claims” has the meaning ascribed to such term in Section 12 hereof;

“Closing” means the completion of the purchase and sale of the Subscription Receipts as contemplated by this Agreement and the Subscription Agreements;

“Closing Date” means December 3, 2021, or such other date as may be agreed upon by the Corporation and the Co-Lead Agents;

“Closing Time” means 10:00 a.m. (Toronto time) on the Closing Date, or such other time as may be agreed upon by the Corporation and the Co-Lead Agents;

“Co-Lead Agents” has the meaning ascribed to such term on page 1 hereof;

“Common Shares” has the meaning ascribed to such term on page 1 hereof;

“Consolidation” has the meaning ascribed thereto on page 2 hereof;

“Corporation” means Pluribus Technologies Inc., a corporation existing under the CBCA;

“Corporation Financial Statements” has the meaning ascribed thereto in Section 4(a)(xxix);

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

“Definitive Agreement” means the definitive business combination agreement pertaining to the Business Combination dated December 1, 2021 among the Corporation, Aumento and Aumento Subco;

“Designated Jurisdictions” means, collectively, each of the provinces and territories of Canada;

“DocMoto Notes” means, collectively, the £2,500,000 principal amount of fixed rate secured exchangeable loan notes dated September 30, 2021 issued by Pluribus Technologies Limited as partial consideration for the acquisition of all of the shares of Cranham Haig Limited (DocMoto);

“Due Diligence Materials” means, collectively, (i) the materials relating to the Corporation and the Subsidiaries provided to the Agents and the Agents’ counsel in connection with the Offering, which materials shall be deemed to include the materials relating to the Corporation and the Subsidiaries provided to Canaccord’s counsel in connection with the Prior Offerings to the extent the information therein has not changed since July 15, 2021; and (ii) the draft Listing Document of Aumento prepared in connection with the Business Combination and provided to the Agents on November 17, 2021 including, for greater certainty, the financial statements of the Corporation and the Subsidiaries to be included therein as required by the TSXV in connection with the Business Combination;

“Earnings” means any income (including interest or gains) derived from investing the Escrowed Proceeds;

“Employee Plans” has the meaning ascribed to such term in Section 4(a)(li);

“Encumbrance” means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, restriction, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege or any contract to create any of the foregoing;

“Engagement Letter” means the letter agreement dated September 27, 2021 between the Corporation, Aumento and Canaccord relating to the Offering;

“Environmental Laws” means all Applicable Laws and agreements with Governmental Authorities and all other statutory requirements relating to public health and safety, noise control, pollution or the protection of the environment or to the generation, production, installation, use, storage, treatment, transportation, release or threatened release of Hazardous Materials, including civil responsibility for acts or omissions with respect to the environment, and all Authorizations issued pursuant to such Applicable Laws, agreements or other statutory requirements;

“Environmental Permits” includes all orders, permits, certificates, approvals, consents, registrations and licences issued by any authority of competent jurisdiction under any Environmental Law;

“Escrow Release Deadline” has the meaning ascribed to such term on page 3 hereof;

“Escrow Release Certificate” has the meaning ascribed to such term on page 3 hereof;

“Escrow Release Conditions” has the meaning ascribed to the term “Escrow Release Conditions” in the Subscription Receipt Agreement;

“Escrow Release Date” means the date the Corporation, Aumento and Canaccord, on behalf of the Agents, deliver a release notice to the Subscription Receipt Agent in accordance with the terms of the Subscription Receipt Agreement confirming that the Escrow Release Conditions have been satisfied and/or waived, as applicable;

“Escrowed Funds” means the aggregate of the Escrowed Proceeds together with any Earnings thereon;

“Escrowed Proceeds” has the meaning ascribed to such term on page 2 hereof;

“Exchange” means the TSX Venture Exchange;

“Exchange Ratio” has the meaning ascribed to such term on page 2;

“Go-Public Resale Legends” has the meaning ascribed to such term in Section 3(a)(xviii);

“Go-Public Resale Restrictions” has the meaning ascribed to such term in Section 3(a)(xviii);

“Governmental Authority” means any provincial, state, territorial or federal, and as applicable in the circumstances, any foreign: (a) government; (b) court, arbitral or other tribunal or governmental or quasi-governmental authority of any nature (including any governmental agency, political subdivision, instrumentality, branch, department, official, or entity); (c) body or other instrumentality exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature pertaining to government;; or (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange;

“Hazardous Substances” has the meaning ascribed to such term in Section 4(a)(lviii);

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board;

“including” means including without limitation;

“Indebtedness” of any Person means all obligations of such Person: (a) for borrowed money; (b) evidenced by notes, bonds, debentures or similar instruments; (c) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business); (d) under capital and operating leases; (e) under “vendor take-back” financing or deferred payments in connection with any acquisition; and (f) which are guarantees of the obligations described in clauses (a) through (e) above of any other Person if secured by any or all of the Assets and Properties of the guarantor;

“Indemnified Party” or **“Indemnified Parties”** has the meaning ascribed to such term in Section 12 hereof;

“Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to (a) trademarks, trade dress, trade and business names, branding, brand names, logos, design rights, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing; (b) internet domain names registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (c) works of authorship, expressions, designs and industrial design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (d) inventions, discoveries, trade secrets, business and technical information, know-how, databases, data collections, patent disclosures and other confidential or proprietary information; and (e) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered, such registered rights including patent, trademark, industrial design, copyright and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the Applicable Law of any jurisdiction in any part of the world;

“Investor Presentation” means the investor presentation of the Corporation dated October 2021, a final copy of which was provided to Canaccord by the Corporation;

“Issue Price” has the meaning ascribed to such term on page 1 hereof;

“knowledge of” (or similar phrases) means, (i) with respect to the Corporation, the actual knowledge of any of Richard Adair (Chief Executive Officer of the Corporation), Simon Giannakis (Chief Financial Officer) and Diane Pedreira (Chief Operating Officer), after reasonable investigation and due enquiry, or (ii) with respect to Aumento the actual knowledge of any one of its directors or officers, after reasonable investigation and due enquiry;

“Listing” means the listing of the Resulting Issuer Common Shares on the Exchange upon completion of the Business Combination;

“Listing Document” has the meaning ascribed to such term in Section 3(a)(xxxii);

“Locked-up Holder” has the meaning ascribed to such term in Section 3(a)(xvi);

“Lock-Up Agreements” has the meaning ascribed to such term in Section 3(a)(xvi);

“Losses” has the meaning ascribed to such term in Section 12 hereof;

“Material Adverse Effect” means the effect resulting from any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy or circumstance that is

materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, or results of operations of the Corporation and the Subsidiaries, taken as a whole, or Aumento and Aumento Subco, taken as a whole, as applicable;

“**misrepresentation**”, “**material fact**”, “**material change**”, “**affiliate**”, “**associate**”, and “**distribution**” have the respective meanings ascribed thereto in the *Securities Act* (Ontario) in effect on the date hereof;

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*;

“**Non-Brokered Purchasers**” has the meaning ascribed to such term on page 3;

“**OBCA**” means the *Business Corporations Act* (Ontario);

“**Offering**” has the meaning ascribed to such term on page 1 hereof;

“**Offered Securities**” means the Subscription Receipts and the Additional Subscription Receipts to be issued to Purchasers in accordance with the terms of this Agreement;

“**Person**” includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

“**Preferred Share Rollover**” means the exchange of an aggregate of 164,852 Class A non-voting preferred shares of the Corporation for an aggregate of 21,938 series 2 class A common shares of the Corporation pursuant to share exchange agreements between the Corporation and certain holders of Class A non-voting preferred shares of the Corporation, which exchange shall become effective on the date of this Agreement;

“**President’s List Purchasers**” has the meaning ascribed to such term on page 3 hereof;

“**Prior Offerings**” means, together, the issue and sale of units of the Corporation pursuant to an agency agreement between the Corporation and Canaccord and a syndicate of agents dated March 30, 2021 and the issue and sale of 1 Class A common shares of the Corporation pursuant to an agency agreement between the Corporation and Canaccord and a syndicate of agents date July 15, 2021;

“**Pro Forma Capital Structure**” means the issued and outstanding share capital of the Resulting Issuer after giving effect to the Business Combination (including options, warrants and other convertible securities) as set out in Schedule “A”;

“**Pluribus Stock Option Plan**” means the stock option plan of the Corporation dated effective November 2020;

“**Purchasers**” means the Persons (which may include the Agents) who, as purchasers, acquire the Subscription Receipts by duly completing, executing and delivering the Subscription Agreements;

“**Registered Plan**” has the meaning ascribed to such term in Section 3(b)(xxiv);

“**Restricted Resulting Issuer Securities**” has the meaning ascribed to such term in Section 3(a)(xviii);

“Resulting Issuer” means the resulting issuer following the completion of the Business Combination to be renamed “Pluribus Technologies Inc”. (formerly Aumento) or such other name as agreed to by the Corporation and Aumento;

“Resulting Issuer Agents’ Warrants” has the meaning ascribed to such term in Section 9 hereof;

“Resulting Issuer Common Shares” means, following the completion of the Consolidation and the Amalgamation, the common shares in the capital of the Resulting Issuer;

“Resulting Issuer Agents’ Warrant Shares” means the Resulting Issuer Common Shares issuable upon exercise of the Resulting Issuer Agents’ Warrants;

“Resulting Issuer Securities” means, collectively, the Resulting Issuer Common Shares, the Resulting Issuer Agents’ Warrants and the Resulting Issuer Agents’ Warrant Shares underlying the Resulting Issuer Agents’ Warrants;

“Securities Laws” means, unless the context otherwise requires, all applicable securities laws in each of the Selling Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions, including the Securities Regulators;

“Securities Regulators” means, collectively, the securities regulators or other securities regulatory authorities in the Designated Jurisdictions (including the Exchange);

“Selling Firms” has the meaning ascribed to such term on page 3 hereof;

“Selling Jurisdictions” has the meaning ascribed to such term on page 3 hereof;

“Shareholders’ Agreement” means the amended and restated unanimous shareholders' agreement of the Corporation dated as of January 15, 2021, as amended October 1, 2021, between the Corporation and each Person who from time to time holds shares of the Corporation, as amended at any time or from time to time in accordance with the provisions thereof;

“Shortfall Amount” has the meaning ascribed to such term on page 3;

“Subscription Agreements” means, collectively, the forms of subscription agreements agreed upon by the Agents and the Corporation pursuant to which Purchasers agree to subscribe for and purchase Subscription Receipts as contemplated herein and shall include, for the avoidance of doubt, all schedules and exhibits thereto, as may be amended or supplemented;

“Subscription Receipt Agent” has the meaning ascribed such term on page 1 hereof;

“Subscription Receipt Agreement” has the meaning ascribed to such term on page 1 hereof;

“Subscription Receipts” has the meaning ascribed to such term on page 1 hereof;

“Subsidiaries” has the meaning ascribed to such term in Section 4(a)(iii);

“subsidiary” has the meaning ascribed to such term in the *Securities Act* (Ontario);

“Subsidiary Financial Statements” means, collectively, the audited financial statements of TeleMED

Diagnostic Management Inc. as at and for the year ended September 30, 2019, the audited financial statements of LogicBay Corporation, LLC as at and for the years ended September 30, 2020 and December 31, 2019, the financial statements of Claymore Operations as at and for the years ended April 30, 2021 and April 30, 2020, the audited financial statements of ICOM Productions Inc. as at and for the years ended December 31, 2020, 2019 and January 1 2019 and condensed interim financial statements as at and for the three months ended March 31, 2021 and 2020, the audited financial statements of POWR, Inc. as at and for the years ended December 31, 2020 and 2019 and the condensed interim financial statements as at and for the three and six months ended June 30, 2021 and 2020, the audited financial statements of Cranham Haig Ltd. as at and for year ended September 30, 2021 and 2020 and the interim financial statements as at and for the nine months ended June 30, 2021, audited financial statements of Pathways Training and eLearning Inc. as at and for the periods ending September 30, 2021 and 2020 and the interim financial statements for the nine month period ended June 30, 2021;

“**Tax Act**” means the *Income Tax Act* (Canada) and all rules and regulations made pursuant thereto, all as may be amended, re-enacted or replaced from time to time and any proposed amendments thereto announced publicly from time to time;

“**Taxes**” has the meaning ascribed to such term in Section 4(xxv);

“**Term Sheet**” means a term sheet in the form of the term sheet attached to the form of Subscription Agreement;

“**Tier 1 Participants**” has the meaning ascribed thereto in the Pluribus Stock Option Plan;

“**Transaction Documents**” means, collectively, this Agreement, the Subscription Receipt Agreement, the Subscription Agreements and the Agents’ Warrant Certificates;

“**Underlying Shares**” has the meaning ascribed such term on page 2 hereof; and

“**Uninsured Period**” has the meaning ascribed to such term in Section 4(a)(lviii);

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

The following schedules are annexed to this Agreement, which schedules are deemed to be a part hereof and is hereby incorporated by reference herein:

Schedule “A” – Pro Forma Capital Structure

Schedule “B” – Go-Public Resale Restrictions

Schedule “C” – Pluribus Issued and Outstanding Convertible Securities

TERMS AND CONDITIONS

1. (a) **Sale on Exempt Basis.** The Agents shall use commercially reasonable efforts to arrange, severally, and not jointly or jointly and severally, for the purchase of the Offered Securities:

(i) in the Designated Jurisdictions on a private placement basis in compliance with applicable Securities Laws; and

- (ii) in such other jurisdictions, as may be agreed upon between the Corporation and the Agents, on a private placement basis in compliance with all applicable Securities Laws of such other jurisdictions provided that no offering memorandum, prospectus, registration statement or similar document is required to be filed or delivered in such jurisdiction and no registration or similar requirement would apply with respect to the Corporation in connection with the Offering or the Business Combination in such other jurisdiction and neither the Corporation nor the Resulting Issuer thereafter becomes subject to ongoing continuous disclosure obligations in such other jurisdictions.

(b) **Filings.** The Corporation undertakes to file or cause to be filed all forms or undertakings required to be filed by the Corporation in connection with the purchase and sale of the Offered Securities so that the distribution of the Offered Securities may lawfully occur without the necessity of filing a prospectus, a registration statement or an offering memorandum (other than the Investor Presentation) in Canada or elsewhere (but on terms that will permit any Offered Securities acquired by the Purchasers to be sold by such Purchasers in the Designated Jurisdictions subject to, and in compliance with, applicable hold periods and other restrictions under applicable Securities Laws) and the Agents undertake to use commercially reasonable efforts to cause Purchasers under the Offering to complete any forms required by applicable Securities Laws in respect of such distribution. All fees payable in connection with such filings shall be at the expense of the Corporation.

(c) **Offering Memorandum.** Neither the Corporation nor the Agents shall: (i) other than the Investor Presentation, provide to prospective Purchasers any document or other material or information that would constitute an offering memorandum within the meaning of the Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Offered Securities, including, but not limited to, causing the sale of the Offered Securities to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Offered Securities whose attendees have been invited by general solicitation or advertising.

(d) **Press Releases.** Subject to Applicable Law, each of the Corporation and Aumento agrees that it shall obtain prior approval of Canaccord as to the content and form of any press release relating to the Offering and the Business Combination, such approval not to be unreasonably withheld or delayed. In addition, any press release announcing or otherwise referring to the Offering shall not be distributed to U.S. newswire services or disseminated in the United States and shall include a prominent notation on the top of the first page to the following effect: *“Not for distribution to United States newswire services or for dissemination in the United States”*. In addition, any press release announcing or otherwise referring to the Offering shall contain substantially the following language: *“This news release does not constitute an offer to sell, or a solicitation of an offer to buy, any securities in the United States. The securities referred to herein have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or any state securities laws and may not be offered or sold in the United States (as defined in Regulation S under the U.S. Securities Act) unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available.”*

(e) **Non-Brokered Purchasers.** Notwithstanding any other provision hereof, the Corporation acknowledges and agrees that the Non-Brokered Purchasers do not and will not have any recourse to or any rights against the Agents, and it is further understood and agreed that the Agents are not acting as agent or in any other capacity in connection with any Offered Securities sold by the Corporation to Non-Brokered Purchasers and expressly disclaims any fiduciary or similar obligations to any Non-Brokered Purchasers (either in connection with the transactions contemplated by this Agreement or any matters leading up to

such transaction), and any and all liability arising out of or in connection with the offer and sale by the Corporation of Offered Securities to any Non-Brokered Purchasers.

2. (a) **Material Changes - Corporation.** Until the earlier of the date that the Escrow Release Conditions are satisfied or waived in accordance with the provisions of the Subscription Receipt Agreement and the Escrow Release Deadline, the Corporation shall:

- (i) promptly notify the Co-Lead Agents in writing if the Corporation becomes aware of any material fact not previously disclosed to the Agents, any material change or change in a material fact (in any case, whether actual, anticipated, or to its knowledge, contemplated or threatened and other than a change of fact relating solely to the Agents) or any event or development that would result in a material change or change in a material fact in the business of the Corporation, the terms of the Business Combination or the Definitive Agreement, or any other change that is of such a nature as to result in, or that could result in, this Agreement, the Investor Presentation, or the other documents to be prepared and filed with the Securities Regulators by the Corporation or, to the knowledge of the Corporation, Aumento in connection with the Business Combination containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing to be not in material compliance with any Securities Laws;
- (ii) promptly notify the Co-Lead Agents in writing of the full particulars of any actual, anticipated, or to the knowledge of the Corporation, contemplated, threatened or prospective change referred to in Section 2(b)(i) below;
- (iii) if required to do so, issue or file or use commercially reasonable efforts to cause Aumento to issue or file, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Regulators, a press release, material change report or document as may be required under the Securities Laws and comply with all other applicable filing and other requirements under the Securities Laws, and subject to compliance with applicable Securities Laws, the Corporation shall not, and shall use its commercially reasonable efforts to cause Aumento not to, file any such new or amended disclosure documentation without first notifying the Agents, and shall not issue or file, as applicable, any press release or material change report without giving the Agents and their counsel an opportunity for review of the proposed forms, and who shall review any such documents as expeditiously as reasonably possible; and
- (iv) in good faith discuss with the Co-Lead Agents within a reasonable amount of time any circumstance or event within the knowledge of the Corporation that is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact described in Sections 2(a)(i) or (ii) above.

(b) **Material Changes - Aumento** Until the earlier of the date that the Escrow Release Conditions are satisfied and the Escrow Release Deadline, Aumento shall:

- (i) promptly notify Canaccord in writing if Aumento becomes aware of any material fact not previously disclosed, any material change or change in a material fact (in any case, whether actual, anticipated, or to its knowledge, contemplated or threatened and other than a change of fact relating solely to the Agents) or any event or development that would result in a material change or change in a material fact with respect to Aumento,

the terms of the Business Combination or the Definitive Agreement, or any other change that is of such a nature as to result in, or could result in this Agreement or the documents to be prepared and filed with the Securities Regulators by Aumento in connection with the Business Combination containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing not in compliance with any Securities Laws;

- (ii) promptly notify Canaccord in writing of the full particulars of any actual, anticipated, or to the knowledge of Aumento, contemplated, threatened or prospective change referred to in Section 2(b)(i) above;
- (iii) if required to do so, issue or file, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Regulators, a press release, material change report or other document as may be required under the Securities Laws and comply with all other applicable filing and other requirements under the Securities Laws; provided that subject to compliance with applicable Securities Laws, Aumento shall not file any such new or amended disclosure documentation without first notifying the Agents, and shall not issue or file, as applicable, any press release or material change report without giving the Agents and their counsel an opportunity for review of the proposed forms, and who shall review any such documents as expeditiously as reasonably possible; and
- (iv) in good faith discuss with Canaccord within a reasonable amount of time any circumstance or event within the knowledge of Aumento that is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact described in Sections 2(b)(i) or (ii) above.

3. (a) **Covenants of the Corporation.** The Corporation hereby covenants to the Agents and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in connection with the transactions contemplated by this Agreement, that the Corporation (including its successors and assigns if applicable) will:

- (i) allow the Agents and their representatives to conduct all due diligence regarding the Corporation which the Agents may reasonably require to be conducted prior to the Escrow Release Date, including making its senior management, legal counsel and auditors available to answer any questions which the Agents or their counsel may have and to participate in one or more due diligence sessions to be held prior to closing of the Offering and the Business Combination;
- (ii) use its commercially reasonable efforts to remain a corporation validly subsisting under the CBCA, licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the nature of the activities conducted by it makes such licensing, registration or qualification necessary and shall carry on its business in the ordinary course and in compliance in all material respects with all Applicable Laws, rules and regulations of each such jurisdiction;
- (iii) provided that the Escrow Release Conditions are satisfied at or prior to the Escrow Release Deadline, for a period of 24 months after the date the Escrow Release Conditions are satisfied, use its commercially reasonable efforts to maintain the Resulting Issuer's

status as a “reporting issuer” under the Securities Laws of at least one of the Designated Jurisdictions not in default of any requirement of such Securities Laws, provided that this provision shall not be construed as limiting or restricting the Resulting Issuer from completing a consolidation, amalgamation, arrangement, sale of all or substantially all of the Resulting Issuer’s assets, takeover bid, merger or other transaction whereby the Resulting Issuer ceases to be a “reporting issuer”;

- (iv) use its commercially reasonable efforts to maintain the listing of the Resulting Issuer Common Shares (including those issuable pursuant to the exchange of Underlying Shares in accordance with the provisions of the Definitive Agreement and the Subscription Receipt Agreement) on the Exchange or such other recognized stock exchange or quotation system as the Resulting Issuer may determine, upon due consultation with Canaccord, on behalf of the Agents, for a period of 24 months following the Escrow Release Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Resulting Issuer and shall not prevent the Resulting Issuer from completing a merger, amalgamation, arrangement, take-over bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Resulting Issuer Common Shares;
- (v) use its commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Time, each of the conditions required to be fulfilled as set out in Section 6;
- (vi) duly execute and deliver the Transaction Documents and the certificates representing the Subscription Receipts, if any, at the Closing Time, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Corporation;
- (vii) not take any action that would cause the exemptions from the prospectus requirements afforded by the Securities Laws to be unavailable for offers and sales of the Offered Securities pursuant to this Agreement, for the issuance of the Underlying Shares upon conversion of the Subscription Receipts, or for the issuance or exercise of the Agents Warrants;
- (viii) allow the Agents and their counsel a reasonable opportunity to review and comment on any documents relating to the Business Combination;
- (ix) following the Escrow Release Date, use the net proceeds of the Offering substantially in the manner described in the Term Sheet;
- (x) ensure that the Offered Securities and the Agents’ Warrants are duly and validly created, authorized and issued to the Purchasers and Agents in accordance with the Subscription Agreements and this Agreement and have attributes corresponding in all material respects to the description set forth in the Term Sheet, this Agreement, the Subscription Agreement and the Subscription Receipt Agreement;
- (xi) ensure that the Underlying Shares issuable upon conversion of the Subscription Receipts, upon issuance, shall be validly issued as fully paid and non-assessable shares in the capital of the Corporation and shall have the attributes corresponding in all material respects to the description thereof set forth in the Term Sheet, this Agreement and the Subscription Agreements;

- (xii) ensure that, upon due exercise of the Agents' Warrants in accordance with their terms, the Agent Warrant Shares shall be validly issued as fully paid and non-assessable shares in the capital of the Corporation and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Agents' Warrant Certificates;
- (xiii) ensure that, at all times on and after the Closing Date, a sufficient number of Common Shares are allotted and reserved for issuance upon conversion of the Subscription Receipts in accordance with their terms;
- (xiv) ensure that, at all times prior to the expiry of the Agents' Warrants, a sufficient number of Common Shares are allotted and reserved for issuance upon due exercise of the Agents' Warrants in accordance with their terms;
- (xv) execute and deliver or file with the Securities Regulators as required all forms, notices, offering memoranda (including the Investor Presentation) and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the time required by applicable Securities Laws, including, for greater certainty, all forms, notices, offering memoranda and certificates set forth in the opinions delivered to the Agents pursuant to this Agreement required to be filed by the Corporation;
- (xvi) prior to the Closing Time, cause each of the Persons agreed to between the Corporation and Canaccord, for and on behalf of the Agents (the "**Locked-Up Holders**"), to execute a lock-up agreement in favour of the Agents (the "**Lock-Up Agreements**") in the forms agreed to between Canaccord and the Corporation, provided that in respect of any Lock-Up Agreements not delivered prior to the Closing Time, the Corporation shall use its best efforts to deliver such Lock-Up Agreements prior to delivery of the Escrow Release Certificate;
- (xvii) will, and will cause the Resulting Issuer to: (a) comply with all covenants and agreements of the Corporation and the Resulting Issuer set out in the Lock-Up Agreements, including, without limitation, affixing one more legends to the certificates representing securities of the Corporation and the Resulting Issuer, as applicable, as set out in Section 2 of the Lock-Up Agreements; and (b) otherwise give effect to the provisions of the Lock-Up Agreements;
- (xviii) with respect to all Persons who are securityholders of the Corporation immediately prior to the Closing Time who are not Locked-Up Holders (and who, for greater certainty, have not entered into a Lock-Up Agreement), ensure that (a) upon completion of the Business Combination, all certificates and DRS Advice statements representing Resulting Issuer Common Shares and securities exercisable to acquire Resulting Issuer Common Shares issued and delivered to such securityholders as a result of the completion of the Business Combination (collectively, the "**Restricted Resulting Issuer Securities**") are subject to restrictions on transfer as more particularly described in Schedule "B" attached hereto (the "**Go-Public Resale Restrictions**"); and (b) such certificates and DRS Advice statements are affixed with one or more legends referring to the Go-Public Resale Restrictions, the text of such legend(s) which shall be subject to the prior approval of Canaccord, on behalf of the Agents, prior to the Escrow Release Date (the "**Go-Public Resale Legends**");

- (xix) not, and will cause the Resulting Issuer not to (a) waive any of the Go-Public Resale Restrictions; or (b) approve or permit the removal of any Go-Public Resale Legends from any certificate or DRS Advice statement representing Restricted Resulting Issuer Securities prior to the expiry of the applicable restricted period attached thereto, in each case without the prior written consent of Canaccord, on behalf of the Agents;
- (xx) if requested by Canaccord, on behalf of the Agents: (a) waive, and cause the Resulting Issuer to waive, one or more Go-Public Resale Restrictions that apply to any Restricted Resulting Issuer Securities held by any particular holder thereof in respect of such number and kind of Restricted Resulting Issuer Securities held by such holder as Canaccord shall direct; (b) take, and cause the Resulting Issuer to take, all necessary action to facilitate the removal of the applicable Go-Public Resale Legend affixed to any certificate or DRS Advice statement for which Canaccord has made a request as set out above, including instructing the Resulting Issuer's registrar and transfer agent accordingly;
- (xxi) promptly notify the Agents of the receipt by the Corporation of any notice by any judicial or regulatory authority requesting any information, meeting or hearing relating to such entity in respect of the Offering or the Business Combination;
- (xxii) following the date hereof, not complete the issuance and sale of any Subscription Receipts to any Person who will settle directly with the Corporation without the prior written consent of Canaccord, such consent not to be unreasonably withheld or delayed;
- (xxiii) until the completion of the Business Combination, not enter into any reorganizations nor complete any capital or share reorganization, including, but not limited to, any subdivision, consolidation or reclassification of the Corporation's outstanding shares, without the consent of Canaccord, such consent not to be unreasonably withheld or delayed;
- (xxiv) not amend the Definitive Agreement in any material respect without the consent of Canaccord, on behalf of the Agents, which consent will not be unreasonably withheld or delayed;
- (xxv) use its commercially reasonable efforts to satisfy the Escrow Release Conditions prior to the Escrow Release Deadline;
- (xxvi) give effect to the Business Combination forthwith following the release of the Escrowed Funds upon the satisfaction of the Escrow Release Conditions;
- (xxvii) keep Canaccord (on behalf of the Agents) apprised of the progress and status of discussions with the Exchange relating to the Business Combination, including all favourable and adverse developments;
- (xxviii) duly execute and deliver the Escrow Release Certificate to Canaccord, dated as of the date that the Escrow Release Conditions are satisfied;
- (xxix) until the Escrow Release Conditions are satisfied, promptly provide to the Agents, for review by the Agents and their legal counsel before filing or issuance:

(A) any financial statements of the Corporation or the Subsidiaries;

- (B) any material document to be filed with any Securities Regulator; and
 - (C) any document to be sent to the securityholders of the Corporation or Aumento;
- (xxx) promptly notify Canaccord in writing or disclose to the public if the Corporation no longer intends to complete the Business Combination prior to the Escrow Release Deadline;
- (xxxi) take all required actions to ensure that the capital structure of the Resulting Issuer after giving effect to the Business Combination will be consistent in all material respects with the Pro Forma Capital Structure as set out in Schedule “A” attached hereto unless Canaccord consents to such change, such consent not to be unreasonably withheld or delayed;
- (xxxii) together with Aumento, prepare and file a filing statement in the form prescribed by the Exchange (the “**Listing Document**”) prior to the Escrow Release Deadline, which statement will include historical financial statements for the Corporation, the Subsidiaries and Aumento as well as business, operational and management information that complies with all requirements of the Exchange and Securities Laws in all material respects;
- (xxxiii) in the event of a Termination Event, it shall remit the Shortfall Amount, if any, to the Subscription Receipt Agent forthwith following the Termination Event in accordance with the terms of the Subscription Receipt Agreement;
- (xxxiv) use its commercially reasonable efforts to obtain all consents, including approvals, permits, authorizations or filing as may be required under Securities Laws or otherwise necessary for the execution and delivery of and the performance by the Corporation of its obligations under the Transaction Documents and the Definitive Agreement;
- (xxxv) notify the Agents forthwith of any breach of any covenant contained in any Transaction Document or the Definitive Agreement by any party thereto, or upon it becoming aware that any representation or warranty contained in any Transaction Document or the Definitive Agreement of any party thereto is or has become untrue or inaccurate in any material respect;
- (xxxvi) immediately prior to the Escrow Release Date, deliver a certificate signed by such officers of the Corporation as may be acceptable to Canaccord, acting reasonably, certifying to the Agents that, after giving effect to the Business Combination, the share structure of the Resulting Issuer will conform to the Pro Forma Capital Structure set out in Schedule “A” attached hereto in all material respects;
- (xxxvii) immediately prior to the Escrow Release Date, deliver a certificate signed by an appropriate officer of the Corporation, addressed to Canaccord, certifying that the Corporation is not in breach or default in any material respect of any of its covenants, obligations or representations and warranties under the Subscription Receipt Agreement, the Definitive Agreement or this Agreement, except (in the case of Subscription Receipt Agreement and this Agreement only) for those breaches or defaults that have been waived by Canaccord, on behalf of the Agents;

- (xxxviii) until the earlier of (A) the satisfaction or waiver of the Escrow Release Conditions and (B) the Termination Date, the Corporation shall not permit any transfer of securities of the Corporation, and the board of directors of the Corporation shall not approve any such transfer of securities of the Corporation, without the prior written consent of Canaccord, such consent not to be unreasonably withheld or delayed;
- (xxxix) the Corporation shall not take any action that would result in an adjustment to the rights attached to the Subscription Receipts as contemplated in Article 4 of the Subscription Receipt Agreement without the prior written consent of Canaccord, on behalf of the Agents;
- (xl) if the holders of the DocMoto Notes elect to convert greater than 10% of the aggregate principal amount of the DocMoto Notes into series 1 class A common shares of the Corporation, the Corporation will ensure that (a) upon completion of the Business Combination, all certificates and DRS Advice statements representing the Resulting Issuer Common Shares issuable upon the exchange of such series 1 class A common shares of the Corporation shall be subject to such restrictions on transfer as Canaccord may require; and (b) such certificates and DRS Advice statements are affixed with one or more legends referring to the such restrictions on transfer, the text of such legend(s) being subject to the prior approval of Canaccord, on behalf of the Agents, prior to the Escrow Release Date;
- (xli) prior to the delivery Escrow Release Certificate, cause counsel to the Corporation, which counsel in turn may rely, as to matters of fact, on certificates of public officials, to provide a legal opinion addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably with respect to the Corporation holding both legal and beneficial title to all of the issued and outstanding ordinary shares of Cranham Haig Limited;
- (xlii) prior to the delivery of the Escrow Release Certificate, deliver to the Agents a certificate of status (or equivalent) with respect to the jurisdiction in which each of Pluribus Technologies Limited, Cranham Haig Limited and SkilSure Software Ltd. (UK) was incorporated or continued, as the case may be.

(b) **Covenants of Aumento.** Aumento hereby covenants to the Agents and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in the purchase of the Offered Securities (including their successors and assigns if applicable) that it will:

- (i) allow the Agents and their representatives to conduct all due diligence regarding Aumento which the Agents may reasonably require to be conducted prior to the Escrow Release Date, including making its senior management, legal counsel and auditors available to answer any questions which the Agents or their counsel may have and to participate in one or more due diligence sessions to be held prior to the closing of the Offering and the Business Combination;
- (ii) subject to and upon completion of the Business Combination, promptly issue the following Resulting Issuer Securities immediately prior to giving effect to the Business Combination: (A) Resulting Issuer Common Shares upon the exchange of Underlying Shares; and (B) Resulting Issuer Agents' Warrants upon exchange of the Agents' Warrants;

- (iii) subject to the completion of the Business Combination, ensure that the Resulting Issuer Common Shares issued in exchange for the Underlying Shares shall be duly issued as fully paid and non-assessable shares of the Resulting Issuer;
- (iv) subject to the completion of the Business Combination, ensure that the Resulting Issuer Agents' Warrants, upon issuance, shall be duly and validly created, authorized and issued and shall have substantially the same attributes as the Agents' Warrants, except that the Resulting Issuer Agents' Warrants will not be subject to any hold periods under Securities Laws;
- (v) subject to the completion of the Business Combination, ensure that at all times a sufficient number of Resulting Issuer Common Shares are allotted and reserved for issuance upon the due exercise of the Resulting Issuer Agent's Warrants;
- (vi) subject to the completion of the Business Combination, ensure that, upon due exercise of the Resulting Issuer Agents' Warrants in accordance with their terms, the Resulting Issuer Agents' Warrant Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Resulting Issuer on payment of the purchase price therefor;
- (vii) use commercially reasonable efforts to satisfy the Escrow Release Conditions prior to the Escrow Release Deadline;
- (viii) use its commercially reasonable efforts to obtain all consents, including approvals, permits, authorizations or filing as may be required under Securities Laws or otherwise necessary for the execution and delivery of and the performance by the Corporation of its obligations under this Agreement and the Definitive Agreement;
- (ix) give effect to the Aumento Consolidation prior to the completion of the Business Combination;
- (x) other than the Aumento Consolidation, until the completion of the Business Combination, not enter into any reorganizations nor complete any capital or share reorganization, including, but not limited to, any subdivision, consolidation or reclassification of Aumento's outstanding shares, without the consent of Canaccord, such consent not to be unreasonably withheld or delayed;
- (xi) give effect to the Business Combination forthwith following the release of the Escrowed Funds upon the satisfaction of the Escrow Release Conditions;
- (xii) keep Canaccord (on behalf of the Agents) apprised of the progress and status of discussions with the Exchange relating to the Business Combination, including all favourable and adverse developments;
- (xiii) until the Escrow Release Conditions are satisfied, Aumento shall promptly provide to the Agents, for review by the Agents and their legal counsel before filing or issuance:
 - (A) any financial statements of Aumento;
 - (B) any material document to be filed with any Securities; and
 - (C) any document to be sent to the securityholders of Aumento;

- (xiv) take all required actions to ensure that the capital structure of the Resulting Issuer after giving effect to the Business Combination will be consistent in all material respects with the Pro Forma Capital Structure as set out in Schedule “A” attached hereto;
- (xv) subject to the completion of the Business Combination, ensure that the Resulting Issuer Common Shares issuable in exchange for the Underlying Shares, are, when issued upon the completion of the Business Combination, contemporaneously listed and posted for trading on the Exchange;
- (xvi) subject to the completion of the Business Combination, ensure that the Resulting Issuer Agents’ Shares issuable upon the due exercise of the Resulting Issuer Agents’ Warrants are contemporaneously listed and posted for trading on the Exchange;
- (xvii) promptly notify the Agents of the receipt by Aumento of any notice by any judicial or regulatory authority or any stock exchange requesting any information, meeting or hearing relating to such entity in respect of the Offering or the Business Combination;
- (xviii) not amend the Definitive Agreement in any material respect without the consent of Canaccord, on behalf of the Agents, which consent will not be unreasonably withheld or delayed;
- (xix) notify the Agents forthwith of any breach of any covenant of this Agreement, the Definitive Agreement or the Subscription Receipt Agreement by any party thereto, or upon it becoming aware that any representation or warranty contained in this Agreement, the Definitive Agreement or the Subscription Receipt Agreement of any party thereto is or has become untrue or inaccurate in any material respect;
- (xx) provided that the Escrow Release Conditions are satisfied at or prior to the Escrow Release Deadline, for a period of 24 months after the date the Escrow Release Conditions are satisfied, use its commercially reasonable efforts to maintain the Resulting Issuer’s status as a “reporting issuer” under the Securities Laws of at least one of the Designated Jurisdictions not in default of any requirement of such Securities Laws, provided that this provision shall not be construed as limiting or restricting the Resulting Issuer from completing a consolidation, amalgamation, arrangement, sale of all or substantially all of the Resulting Issuer’s assets, takeover bid, merger or other transaction whereby the Resulting Issuer ceases to be a “reporting issuer”;
- (xxi) use its commercially reasonable efforts to maintain the listing of the Resulting Issuer Common Shares (including those issuable pursuant to the exchange of Underlying Shares in accordance with the provisions of the Definitive Agreement and the Subscription Receipt Agreement) on the Exchange or such other recognized stock exchange or quotation system as the Resulting Issuer may determine, upon due consultation with Canaccord, on behalf of the Agents, for a period of 24 months following the Escrow Release Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Resulting Issuer and shall not prevent the Resulting Issuer from completing a merger, amalgamation, arrangement, take-over bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Resulting Issuer Common Shares;

- (xxii) together with the Corporation, prepare and file the Listing Document prior to the Escrow Release Deadline, which statement will include historical financial statements for the Corporation, the Subsidiaries and Aumento as well as business, operational and management information that complies with all requirements of the Exchange and Securities Laws in all material respects;
- (xxiii) at the date of completion of the Business Combination, make or obtain, as applicable all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by Aumento or Aumento Subco under Securities Laws necessary for the creation, issuance of the Resulting Issuer Securities, and the consummation of the transactions contemplated by the Definitive Agreement;
- (xxiv) use commercially reasonable efforts to ensure that the Resulting Issuer Common Shares will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, a registered disability savings plan and tax free savings accounts (each a “**Registered Plan**”);
- (xxv) immediately prior to the Escrow Release Date, deliver a certificate signed by an appropriate officer of Aumento, addressed to the Agents, certifying that Aumento is not in breach or default in any material respect of any of its covenants, obligations or representations and warranties under the Definitive Agreement, the Subscription Receipt Agreement or this Agreement, except (in the case of the Subscription Receipt Agreement and this Agreement only) for those breaches or defaults that have been waived by Canaccord, on behalf of the Agents;
- (xxvi) in connection with the completion of the Business Combination and thereafter, comply with the covenants set out in Section 3(a)(xvii) with respect to all matters in respect of the Lock-Up Agreements set out therein and take all necessary action to give effect thereto;
- (xxvii) in connection with the completion of the Business Combination and thereafter, comply with the covenants set out in Sections 3(a)(xviii), 3(a)(xix) and 3(a)(xx) with respect to all matters in respect of the Go-Public Resale Restrictions and the Go-Public Resale Legends set out therein and take all necessary action to give effect thereto; and
- (xxviii) immediately prior to the Escrow Release Date, cause Chitiz Pathak LLP, counsel to Aumento, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Aumento, to provide to a legal opinion addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably with respect to the following matters:
 - (i) as to the incorporation and valid existence of Aumento;
 - (ii) the corporate power, capacity and authority of the Resulting Issuer to issue the Resulting Issuer Common Shares issuable in exchange for the Underlying Shares, the Resulting Issuer Agents’ Warrants issuable in exchange for the Agents’ Warrants and the Resulting Issuer Agents’ Warrant Shares issuable upon the exercise of the Resulting Issuer Agents’ Warrants;
 - (iii) the authorization, creation and valid issuance of the Resulting Issuer

Agents' Warrants in exchange for the Agents' Warrants;

(iv) the Resulting Issuer Common Shares issuable in exchange for the Underlying Shares, the Resulting Issuer Agents' Warrants issuable in exchange for the Agents' Warrants and the Resulting Issuer Agents' Warrant Shares issuable upon the exercise of the Resulting Issuer Agents' Warrants have been duly authorized, and, in the case of the Resulting Issuer Agents' Warrant Shares, allotted and reserved for issuance; and

(v) that the Resulting Issuer Common Shares issuable in exchange for the Underlying Shares and the Resulting Issuer Agents' Warrant Shares issuable upon the exercise of the Resulting Issuer Agents' Warrants will be validly issued as fully paid and non-assessable shares in the capital of the Resulting Issuer.

(xxix) in connection with the completion of the Business Combination, comply with the covenants set out in Section 3(a)(xl) with respect to all matters in respect of the restrictions on transfer and legends to be affixed to any certificates or DRS Advice statements representing Resulting Issuer Common Shares issued to the former holders of DocMoto Notes set out therein and take all necessary action to give effect thereto;

(xxx) prior to the delivery of the Escrow Release Certificate, cause Miller Thomson LLP, counsel to the Corporation, and where appropriate, counsel in the other Designated Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Corporation, to provide to a legal opinion addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably with respect to the following matters:

(i) that the Resulting Issuer Common Shares issuable to the former holders of Subscription Receipts, the Resulting Issuer Agents' Warrants issuable in exchange for the Agents' Warrants and Resulting Issuer Common Shares issuable upon exercise of the Resulting Issuer Agents' Warrants will not be subject to a restricted period or to a statutory hold period in Canada, other than in respect of control block sales;

(ii) that the Resulting Issuer Common Shares issuable to the former holders of Subscription Receipts, the Resulting Issuer Agents' Warrants issuable in exchange for the Agents' Warrants and Resulting Issuer Agents' Warrant Shares issuable upon exercise of the Resulting Issuer Agents' Warrants will be exempt from the prospectus requirements of the Securities Laws in the Designated Jurisdictions and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under such Securities Laws to permit such issuance;

(iii) that the first trade by the Purchasers or the Agents (as applicable) of Resulting Issuer Common Shares, Resulting Issuer Agents' Warrants and Resulting Issuer Agents' Warrant Shares issuable upon exercise of the Resulting Issuer Agents' Warrants, other than a trade which is otherwise exempt under the applicable Securities Laws, will be a distribution and will be subject to the prospectus requirements under the Securities Laws of the Designated Jurisdictions unless: (1) at the time of such trade, the Resulting Issuer is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade; (2)

the trade is not a “control distribution” (as such term is defined in NI 45-102); (3) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of such trade; (4) no extraordinary commission or consideration is paid to a person or corporation in respect of such trade; and (5) if the selling securityholder is an “insider” or “officer” of the Resulting Issuer (as such terms are defined under applicable Securities Laws), the selling securityholder has no reasonable grounds to believe that the Resulting Issuer is in default of “securities legislation” (as such term is defined in National Instrument 14-101 – “Definitions”); and

- (iv) the Resulting Issuer is a reporting issuer not on the list of defaulting reporting issuers maintained pursuant to applicable Securities Laws of each of the Provinces of British Columbia, Alberta and Ontario.

(c) **Standstill – Corporation.** The Corporation will not directly or indirectly, offer, issue, sell, grant an option or right in respect of, or agree to, announce any intention to, offer, issue, sell, grant an option or right in respect of, any equity, quasi equity or voting securities other than: (i) any issuance pursuant to the Offering; (ii) the grant or upon the exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements of the Corporation in effect on the Closing Date (including, for greater certainty, the issuance of securities of the Corporation available for issuance to Tier 1 Participants under Section 6 of the Pluribus Stock Option Plan ; (iii) issuances upon the exercise, but not the resale, of convertible securities, warrants or options outstanding at the date hereof; (iv) issuances pursuant to obligations in respect of existing agreements of the Corporation; or (v) any issuances in connection with property or share acquisitions in the normal course of business (including, for greater certainty, share purchase rights granted by the Corporation in connection with the acquisition by the Corporation of Cranham Haig Limited (DocMoto)), for a period commencing on the date of this Agreement and ending 90 days from the date of Listing, without the prior written consent of Canaccord, such consent not to be unreasonably withheld.

(d) **Standstill – Aumento** Aumento and its respective successors (including the Resulting Issuer), will not directly or indirectly, offer, issue, sell, grant an option or right in respect of, or agree to, announce any intention to, offer, issue, sell, grant an option or right in respect of, any equity, quasi equity or voting securities other than: (i) any issuance pursuant the Offering or the Definitive Agreement; (ii)) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of Aumento or the Resulting Issuer and other share compensation arrangements of Aumento in effect on the Closing Date that are adopted by the Resulting Issuer in connection with the Business Combination ; (iii) issuances upon the exercise, but not the resale, of convertible securities, warrants or options outstanding at the date hereof; (iv) issuances pursuant to obligations in respect of existing agreements of Aumento; or (v) any issuances in connection with property or share acquisitions in the normal course of business, for a period commencing on the date of this Agreement and ending 90 days from the date of Listing, without the prior written consent of Canaccord, such consent not to be unreasonably withheld.

(e) **Right of First Refusal.** From the date of this Agreement until the later of: (i) the date that is one (1) year from the date the Escrow Release Conditions are satisfied and (ii) the closing date of the Corporation’s or the Resulting Issuer’s next offering of securities by way of private placement or public offering, Canaccord shall be provided the exclusive right and opportunity to act as sole lead and sole bookrunner for any offering of securities of the Corporation or the Resulting Issuer, as applicable, to be issued and sold in Canada or the United States by private placement or public offering. If the Corporation or the Resulting Issuer intends to proceed with any such issuance or has received a proposal for any such issuance, the Corporation or the Resulting Issuer shall provide to Canaccord notice of the terms thereof (including the commission payable to such broker or investment dealer proposed to be engaged) and

Canaccord shall have an opportunity to respond to the Corporation or the Resulting Issuer that it is desirous of acting as agent or participating, as the case may be, in such offering on behalf of the Corporation or the Resulting Issuer on the terms and conditions contained therein. If the Canaccord declines, in writing, the Corporation or the Resulting Issuer may proceed with such offering through another agent or underwriter, provided the arrangements with such agent or underwriter are entered into within 30 days thereafter (it being acknowledged and agreed by Canaccord that if the either of the Corporation or the Resulting Issuer issues any securities to which the foregoing would apply, but does not retain or utilize a registered dealer as agent therefor, the foregoing shall not apply to such issuance, unless any of the subscribers to the issuance of such securities is a subscriber or beneficial purchaser of Subscription Receipts pursuant to the Offering). It is understood that the terms and conditions and related fees payable in connection with the services described above will be negotiated in good faith and be consistent with then prevailing market practice.

4. (a) **Representations and Warranties of the Corporation.** The Corporation represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the transactions contemplated by this Agreement, that:

- (i) each of the Corporation and each of the Subsidiaries has been duly incorporated, amalgamated, continued or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated, amalgamated, continued or formed, as the case may be, and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Corporation or any of the Subsidiaries;
- (ii) each of the Corporation and each of the Subsidiaries is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its Assets and Properties requires such qualification and has all requisite corporate power and authority to conduct its business and own, lease and operate its Assets and Properties and to execute, deliver and perform its obligations under the Transaction Documents to which it is a party and any other document, filing, instrument or agreement delivered in connection with the Offering;
- (iii) the Corporation has no direct or indirect subsidiaries other than the following (collectively, the “**Subsidiaries**”) nor any investment or proposed investment in any Person which would otherwise be material to the business and affairs of the Corporation on a consolidated basis:

Subsidiary	Subsidiary Jurisdiction	Percentage Ownership
11273388 Canada Inc.	Canada	100%
11273418 Canada Inc.	Canada	100%
12742781 Canada Inc.	Canada	100%
Assured Software Limited	British Columbia	100%
Crescere Frameworks LLC (dba The Learning Network)	North Carolina	100%
Framework Technologies Inc.	Ontario	100%

ICOM Productions Inc.	Alberta	100%
LogicBay Corporation	North Carolina	100%
SkilSure Inc.	Canada	100%
TDM Telehealth Technology Inc.	Alberta	100%
TeleMED Diagnostic Management Inc.	Ontario	100%
Pluribus Technologies Limited	United Kingdom	100%
Pathways Training & eLearning Inc.	Ontario	100%
Cranham Haig Limited	United Kingdom	100%
POWR Inc.	Delaware	100%
SkilSure Software Ltd.(UK)	United Kingdom	100%

- (iv) SkilSure Software Ltd. (UK): (i) is not material to the business of the Corporation taken as a whole; (ii) does not hold any material property or assets or have any liabilities; (iii) is not party to any material Contract; and (iv) does not carry on any material active business;
- (v) each of the Corporation and each of the Subsidiaries: (i) conducts and has been conducting its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which its business is carried on or in which its services are provided and neither the Corporation nor any of the Subsidiaries has received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Applicable Laws; and (ii) is not in breach or violation of any judgment, order or decree of any Governmental Authority having jurisdiction over the Corporation or any of the Subsidiaries, as applicable;
- (vi) the Corporation directly or indirectly owns all of the issued and outstanding shares of each of the Subsidiaries, all of the issued and outstanding shares of each Subsidiary are issued as fully paid and non-assessable shares, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement for the purchase from the Corporation or any of the Subsidiaries of any interest in any of the shares or other interests in the capital of any Subsidiary;
- (vii) (i) the Corporation and each of the Subsidiaries is the absolute legal and beneficial owner, and has good and valid title to, all of the material Assets and Properties thereof as described in the Due Diligence Materials, including all Contracts that are material to the business of the Corporation and the Subsidiaries taken as a whole, and no other material assets or properties are necessary for the conduct of the business of the Corporation or the

Subsidiaries as currently conducted and as presently proposed to be conducted; (ii) the Corporation does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Corporation or the Subsidiaries to use, transfer or otherwise exploit such Assets and Properties; and (iii) other than in the ordinary course of business, neither the Corporation nor any of the Subsidiaries has any responsibility or obligation to pay any commission, royalty, license fee or similar payment to any Person with respect to the Assets and Properties thereof;

- (viii) the Corporation is authorized to issue: (i) an unlimited number of class A common shares, of which 881 are issued and outstanding; (ii) an unlimited number of class A voting common shares, issuable in series, of which 1,098,144 series 1 class A common shares are issued and outstanding and 239,891 series 2 class A common shares are issued and outstanding; (iii) an unlimited number of class B voting common shares, of which 51,877 are issued and outstanding; and (iv) an unlimited number of class A non-voting preferred shares, of which 335,631 are issued and outstanding (all of which, for greater certainty, prior to giving effect to the Preferred Share Rollover);
- (ix) all of the issued and outstanding shares of the Corporation have been duly and validly issued as fully paid and non-assessable, none of the outstanding shares of the Corporation were issued in violation of the pre-emptive or similar rights of any securityholder of the Corporation and, except as provided for in the Shareholders' Agreement, no current or former holder of shares in the capital of the Corporation is entitled to any pre-emptive or any similar rights to subscribe for any shares or other securities of the Corporation;
- (x) at the Closing Time, no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Corporation will be outstanding and no Person has any agreement, option, right or privilege (contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any interest in the shares or other securities of the Corporation, other than the share exchange agreements in respect of the Preferred Share Rollover and as set out in Schedule "C" hereto;
- (xi) any unexercised Pluribus Founders Options (as defined in the Listing Document) and any unexercised Pluribus Preferred Warrants (as defined in the Listing Document) will expire immediately prior to the closing of the Business Combination;
- (xii) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under the Securities Laws necessary for the execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby, will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the Closing Date and, in any event, within 10 Business Days of the Closing Date or within such other deadline imposed by applicable Securities Laws);
- (xiii) the execution and delivery of each of the Transaction Documents, the Definitive Agreement and the performance by the Corporation of its obligations thereunder, the issue and sale of the Subscription Receipts and Agents' Warrants and the consummation of the transactions contemplated in this Agreement, including the issuance and delivery of the Underlying Shares upon conversion of the Subscription Receipts and Agent Warrant Shares upon exercise of the Agents' Warrants in accordance with their terms: (A) do not and will not conflict with or result in a breach or violation of any of the terms or provisions

of, or constitute a default under (whether after notice or lapse of time or both): (i) any statute, rule or regulation applicable to the Corporation or the Subsidiaries, including, without limitation, the Securities Laws; (ii) the constating documents, by-laws or resolutions of the Corporation or the Subsidiaries which are in effect at the date hereof; (iii) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Corporation or the Subsidiaries are a party or by which they are bound (including, for greater certainty, the Shareholders' Agreement); or (iv) any judgment, decree or order binding the Corporation, the Subsidiaries or their respective Assets and Properties; and (B) comply with the terms of the Shareholders' Agreement;

- (xiv) at the Closing Time, all necessary corporate action will have been taken by the Corporation to validly create and issue the Subscription Receipts and to validly approve the allotment of and reserve for issuance the Underlying Shares issuable upon conversion of the Subscription Receipts, and upon the issue thereof in accordance with the terms of the Subscription Receipts such shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of any pre-emptive rights or contractual rights to purchase securities issued by the Corporation or subject to pre-emptive rights or contractual rights to purchase securities issued by the Corporation;
- (xv) at the Closing Time, all necessary corporate action will have been taken by the Corporation to validly create and issue the Agents' Warrants, and to allot, authorize and reserve for issuance the Agent Warrant Shares issuable upon exercise of the Agents' Warrants, and upon the issuance thereof in accordance with the terms of the Agents' Warrants, the Agent Warrant Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of any pre-emptive rights or contractual rights to purchase securities issued by the Corporation or subject to pre-emptive rights or contractual rights to purchase securities issued by the Corporation;
- (xvi) at the Closing Time, each of the Transaction Documents shall have been duly authorized, executed and delivered by the Corporation and upon the execution and delivery of each Transaction Document, each such Transaction Document shall constitute a valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by Applicable Law;
- (xvii) the Definitive Agreement has been duly authorized and executed and delivered by the Corporation and constitutes a valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by Applicable Law;
- (xviii) TSX Trust Company, at its principal office in Toronto, Ontario, has been duly appointed as registrar and transfer agent in respect of the Common Shares;

- (xix) TSX Trust Company, at its principal office in Toronto, Ontario, is duly appointed as the subscription receipt agent under the Subscription Receipt Agreement;
- (xx) there are no Contracts or agreements between either the Corporation or any of the Subsidiaries and any Person granting such person the right to require the Corporation or any of the Subsidiaries to file a registration statement under Securities Laws in the United States or a prospectus under Securities Laws in Canada, with respect to any securities of the Corporation or the Subsidiaries owned or to be owned by such Person;
- (xxi) the Due Diligence Materials provided to the Agents and counsel to the Agents comprise all of the material agreements and documents that pertain to the Corporation and the Subsidiaries;
- (xxii) there has not been any material change in the capital, assets, liabilities (absolute, accrued, contingent or otherwise) or obligations (absolute, accrued, contingent or otherwise) of the Corporation or the Subsidiaries, on a consolidated basis, from the information set forth in the Due Diligence Materials and since the date the Due Diligence Materials were provided to the Agents, there has not been any material adverse change in the business, operations, condition or prospects (financial or otherwise) or results of the operations of the Corporation or the Subsidiaries, on a consolidated basis, and to the best of the knowledge, information and belief of the Corporation, there have been no material facts, transactions, events or occurrences which could reasonably materially and adversely affect such capital, assets, liabilities (absolute, accrued, contingent or otherwise), obligations, business, operations, condition or prospects (financial or otherwise) of the Corporation or the Subsidiaries which have not been disclosed in writing to the Agents;
- (xxiii) the Corporation has not approved, has not entered into any agreement in respect of or has any knowledge of:
 - (A) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiaries whether by asset sale, transfer of shares or otherwise;
 - (B) the change of control (by sale or transfer of shares or sale of all or substantially all of the Assets and Properties of the Corporation or any of the Subsidiaries or otherwise) of the Corporation or any of the Subsidiaries; or
 - (C) any proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Corporation or any of the Subsidiaries;
- (xxiv) at the Closing Time, other than as set out in the Corporation Financial Statements, the Subsidiary Financial Statements and as otherwise disclosed in the Due Diligence Materials, the Corporation and the Subsidiaries will have no Indebtedness except for indebtedness owed directly to vendors, consultants, suppliers and service providers that was incurred in the ordinary course of business in connection with the Corporation's establishment of its operations in pursuit of the Business;
- (xxv) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes and land transfer taxes), duties, royalties, levies,

imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, “**Taxes**”) due and payable or required to be collected or withheld and remitted, by the Corporation or any of the Subsidiaries have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading or have a Material Adverse Effect. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any of the Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation or any of the Subsidiaries. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Corporation or any of the Subsidiaries;

- (xxvi) the Corporation and each of the Subsidiaries have established on their books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets of the Corporation or the Subsidiaries that are material, and there are no audits pending of the tax returns of the Corporation or the Subsidiaries (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would result in a Material Adverse Effect;
- (xxvii) no legal or governmental actions, suits, judgments, investigations or proceedings are pending to which the Corporation or any of the Subsidiaries or the directors, officers or employees of the Corporation or any of the Subsidiaries are a party or to which the Corporation’s or the Subsidiaries’ property or assets are subject which, if finally determined adversely to the Corporation or the Subsidiaries, would be expected to result in a Material Adverse Effect and, to the knowledge of the Corporation, no such proceedings have been threatened against or are pending with respect to the Corporation or any of the Subsidiaries, or with respect to their respective property and assets and neither the Corporation nor any of the Subsidiaries is subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;
- (xxviii) neither the Corporation nor any of the Subsidiaries is: (i) in violation of its constating documents; or (ii) in default of the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, joint venture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound (including, for greater certainty, the Shareholders’ Agreement) which default constitutes or would reasonably be expected to have a Material Adverse Effect;
- (xxix) to the knowledge of the Corporation, no counterparty to a Contract of the Corporation or any of the Subsidiaries is in default or breach of such Contract and there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a default or breach by such party under any such Contract which would give rise to a right

of termination on the part of such party to such Contract which termination would reasonably be expected to have a Material Adverse Effect;

- (xxx) the consolidated, audited financial statements of the Corporation as at and for the year ended December 31, 2020 (the “**Corporation Financial Statements**”) prepared in accordance with IFRS, contain no misrepresentations and present fairly, in all material respects, the financial condition of the Corporation and the Subsidiaries, taken as a whole, as at the date thereof and the results of the operations and cash flows of the Corporation for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Corporation since December 31, 2020 except insofar as the Corporation prepared its previous consolidated financial statements on a review engagement basis and in accordance with ASPE;
- (xxxi) each of the Subsidiary Financial Statements were prepared in accordance with IFRS contain no misrepresentations and present fairly, in all material respects, the financial condition of the applicable Subsidiary as at the date thereof and the results of the operations and cash flows of such Subsidiary for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Subsidiary that are required to be disclosed in such financial statements;
- (xxxii) other than as described in the Due Diligence Materials, the Subsidiary Financial Statements or the Corporation Financial Statements, since December 31, 2020, there has been no change in the condition (financial or otherwise), or in the business, capital, affairs, operations, properties, assets, liabilities or prospects of the Corporation or the Subsidiaries, whether or not arising in the ordinary course of business, which would have a Material Adverse Effect;
- (xxxiii) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management’s general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets; and (iii) access to assets is permitted only in accordance with management’s general or specific authorization;
- (xxxiv) the description of the assets and liabilities (absolute, accrued, contingent or otherwise) of the Corporation and the Subsidiaries set forth in the Corporation Financial Statements and the Subsidiary Financial Statements, as applicable, fairly represents, in accordance with IFRS, the financial position and condition of the Corporation and the Subsidiaries (taken as a whole) at the dates thereof and reflects all material liabilities (absolute, accrued, contingent or otherwise) of the Corporation and the Subsidiaries, on a consolidated basis, as at the dates thereof and the Corporation and the Subsidiaries, on a consolidated basis, have no additional material liabilities (absolute, accrued, contingent or otherwise) which are not set forth in the Due Diligence Materials and the assets of the Corporation and the Subsidiaries, on a consolidated basis, are in all material respects as set forth in the Due Diligence Materials;
- (xxxv) the description of the assets and liabilities (absolute, accrued, contingent or otherwise) of each applicable Subsidiary set forth in the applicable Subsidiary Financial Statements fairly represents, in accordance with IFRS, the financial position and condition of such

Subsidiary at the dates thereof and reflects all material liabilities (absolute, accrued, contingent or otherwise) of such Subsidiary as at the dates thereof and such Subsidiary has no additional material liabilities (absolute, accrued, contingent or otherwise) which are not set forth in the Due Diligence Materials and the assets of such Subsidiary are in all material respects as set forth in the Due Diligence Materials;

- (xxxvi) there is no material fact known to the Corporation which the Corporation has not disclosed to the Agents which materially and adversely affects, or would reasonably be expected to materially and adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of the Corporation or the Subsidiaries, on a consolidated basis, or the ability of the Corporation to perform its obligations under the Transaction Documents and the Definitive Agreement;
- (xxxvii) since December 31, 2020: (i) neither the Corporation nor any of the Subsidiaries has paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor; and (ii) neither the Corporation nor any of the Subsidiaries has incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business or which in the aggregate are not material;
- (xxxviii) the statements set forth in the Investor Presentation in relation to the Offering, the Corporation and the Subsidiaries are true and correct as of the date of the Investor Presentation in all material respects and do not contain any misrepresentation;
- (xxxix) no material fact has been omitted from the Investor Presentation that is required to be stated in the document or is necessary to make the statements made therein in relation to the Offering and the Corporation not misleading in light of the circumstances in which they were made as of the date of the Investor Presentation;
- (xl) to the knowledge of the Corporation, the Investor Presentation complies in all material respects with applicable Securities Laws;
- (xli) to the knowledge of the Corporation, the statistical, industry and market related data included in the Investor Presentation are derived from sources which the Corporation reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived;
- (xlii) there are no third party consents required to be obtained that have not been obtained in order for the Corporation to create and issue the Subscription Receipts, the Agents' Warrants, the Underlying Shares issuable upon conversion of the Subscription Receipts and the Agent Warrant Shares upon exercise of the Agents' Warrants other than those which have been obtained;
- (xlili) the Corporation and the Subsidiaries: (i) are and at all times have been in full compliance with all applicable Laws; (ii) have not received any correspondence or notice from any Governmental Authority alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits, qualifications, consents and supplements or amendments thereto required by any such Applicable Laws (collectively, "**Authorizations**"); (iii) possess all Authorizations required for the conduct of their respective business, and such Authorizations are valid and in full force and effect and the Corporation and the Subsidiaries are not in violation of any term of any such Authorization; (iv) have not received notice of any pending or threatened claim, suit,

proceeding, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Corporation or the Subsidiaries is in violation of any applicable Laws or Authorizations and have no knowledge or reason to believe that any such Governmental Authority or third party is considering any such claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action; (v) have not received notice that any Governmental Authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any material Authorizations and/or will not grant any required Authorization and have no knowledge or reason to believe that any such Governmental Authority is considering such action; and (vi) have, or have had on their behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations except where failure to do so would not reasonably be expected to have a Material Adverse Effect and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission);

- (xlv) the Corporation and the Subsidiaries own or have the right to use all of the Intellectual Property owned or used by their respective business as of the date hereof. All registrations, if any, and filings necessary to preserve the rights of the Corporation and the Subsidiaries in such Intellectual Property have been made and are in good standing. The Corporation and the Subsidiaries have no pending action or proceeding nor any threatened action or proceeding, against any Person with respect to the use of such Intellectual Property and there are no circumstances which cast doubt on the validity or enforceability of such Intellectual Property owned or used by the Corporation and the Subsidiaries. The conduct of the business of the Corporation and the Subsidiaries does not, to the knowledge of the Corporation, infringe upon the intellectual property rights of any other Person. The Corporation and the Subsidiaries have no pending action or proceeding, nor, to the knowledge of the Corporation, is there any threatened action or proceeding against them with respect to the Corporation's and the Subsidiaries' use of such Intellectual Property;
- (xlv) to the extent that any of the Corporation's or the Subsidiaries' owned Intellectual Property that is material to the business of the Corporation and its Subsidiaries taken as a whole is licensed or disclosed to any Person or any Person has access to such Intellectual Property (including but not limited to any employee, officer, shareholder or consultant of the Corporation), the Corporation has entered into a valid and enforceable written agreement which contains terms and conditions prohibiting the unauthorized use, reproduction, disclosure, reverse engineering or transfer of such Intellectual Property by such Person. All such agreements are in full force and effect and neither the Corporation nor any of the Subsidiaries, or, to the knowledge of the Corporation, any other Person, is in default of its obligations thereunder;
- (xlvi) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation or the Subsidiaries has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;
- (xlvii) other than transfer restrictions under the Corporation's and each Subsidiaries' articles and the Shareholders' Agreement, there are no voting trusts or agreements, shareholders'

agreements, buy sell agreements, rights of first refusal agreements, agreements relating to restrictions on transfer, pre-emptive rights agreements, tag-along agreements, drag along agreements or proxies relating to any of the securities of the Corporation or any Subsidiary or any agreement which in any manner affects or will affect to the voting or control of any securities of the Corporation of any Subsidiary, to which the Corporation or any Subsidiary is a party;

- (xlvi) except as disclosed in the Due Diligence Materials, there is no agreement, plan or practice relating to the payment of any management, consulting, service or other fee or any bonus, pensions, share of profits or retirement allowance, insurance, health or other employee benefit other than in the ordinary course of business;
- (xlix) no union has been accredited or otherwise designated to represent any employees of the Corporation or the Subsidiaries and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation or the Subsidiaries and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the facilities of the Corporation or the Subsidiaries and none is currently being negotiated by the Corporation or any Subsidiary;
- (l) with respect to each premises of the Corporation and the Subsidiaries which is material to the Corporation or any of the Subsidiaries, and which the Corporation or a Subsidiary occupies as tenant (the “**Leased Premises**”), the Corporation or a Subsidiary occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation or a Subsidiary occupies the Leased Premises is in good standing and in full force and effect;
- (li) the Corporation and the Subsidiaries are each in compliance in all material respects with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and have not and are not engaged in any unfair labour practice;
- (lii) each plan of the Corporation and the Subsidiaries for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or a Subsidiary or for the benefit of any current or former director, officer, employee or consultant of the Corporation or a Subsidiary (the “**Employee Plans**”) is set out in the Due Diligence Materials and each Employee Plan has been maintained in all material respects with its terms and with the requirements prescribed by any and all Applicable Laws that are applicable to such Employee Plans;
- (liii) no current or former employee, officer or director of the Corporation or any Subsidiary is entitled to a severance, termination or similar payment as a result of the Business Combination;
- (liv) no Person would be entitled to: (i) a payment under a Contract with the Corporation or a Subsidiary as a result of the Offering or the Business Combination; or (ii) terminate a Contract with the Corporation or the Subsidiary as a result of the Business Combination;

- (lv) no material labour dispute with current and former employees of the Corporation or the Subsidiaries exists, or, to the knowledge of the Corporation, is imminent and the Corporation is not aware of any existing, threatened or imminent labour disturbance by the employees of any of the principal suppliers, manufacturers or contractors of the Corporation or the Subsidiaries;
- (lvi) none of the directors, officers or employees of the Corporation or any of the Subsidiaries or any associate or affiliate of any of the foregoing have any material interest, direct or indirect, in any material transaction or any proposed material transaction with the Corporation or any of the Subsidiaries that materially affects, is material to or will materially affect the Corporation or any of the Subsidiaries;
- (lvii) neither the Corporation nor the Subsidiaries own any real property;
- (lviii) the Corporation and the Subsidiaries' insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all applicable requirements of law and provide insurance, including liability and product liability insurance, in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by the Corporation and the Subsidiaries. The Corporation and the Subsidiaries are not in default in any material respect with respect to the payment of any premium or compliance with any of the provisions contained in any such insurance policy and have not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which the Corporation or the Subsidiaries would be required to or, in order to maintain its coverage, should give any notice to the insurers under any such insurance policy which has not been given. Other than in respect of the insurance policies of LogicBay Corporation which were inadvertently cancelled on November 13, 2020 effective October 5, 2020, and which were subsequently reinstated on March 25, 2021 (such period being the "**Uninsured Period**"), the Corporation and the Subsidiaries have not received notice from any of the insurers regarding cancellation of any insurance policy. There were no circumstances under which the LogicBay Corporation would have been required to give any notice or present any claim to the insurer in respect of any matter during the Uninsured Period had such insurance policies of LogicBay Corporation been in full force and effect during such time.
- (lix) (i) the Corporation and the Subsidiaries, their Assets and Properties and the operation of their respective business, have been and are, to the knowledge of the Corporation, in compliance in all material respects with all Environmental Laws; (ii) the Corporation and the Subsidiaries are not in violation of any regulation relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**"); (iii) the Corporation and the Subsidiaries have complied in all material respects with all reporting and monitoring requirements under all Environmental Laws; (iv) the Corporation and the Subsidiaries have never received any notice of any material non-compliance in respect of any Environmental Laws; (v) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Corporation or the Subsidiaries relating to Hazardous Materials or any Environmental Laws; and (vi) there are no Environmental Permits necessary to conduct the business;

- (lx) the minute books and records of the Corporation and the Subsidiaries made available to counsel for the Agents in connection with the due diligence investigation of the Corporation and the Subsidiaries for the period from the date of incorporation to the Closing Date are all of the minute books of the Corporation and the Subsidiaries, contain full, true and correct copies of the constating documents and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Corporation and the Subsidiaries to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Corporation and the Subsidiaries to the date hereof not reflected in such minute books;
- (lxi) all information which has been prepared by the Corporation relating to the Corporation, the Subsidiaries and their respective business, property and liabilities and made available to the Agents, including the Investor Presentation and all financial, marketing, sales and operational information related to the Corporation, the Subsidiaries and their respective business provided to the Agents was as of the date of such information, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading;
- (lxii) other than the Agents, there is no Person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement;
- (lxiii) the Corporation has not issued any securities in the capital of the Corporation in violation of the Shareholders' Agreement, including but not limited to, Section 5.10 of the Shareholders' Agreement regarding pre-emptive rights, and as at the Closing Date no shareholder of the Corporation shall have any such right in respect of the Offered Securities, the Underlying Shares, the Agents' Warrants or the Agents Warrant Shares;
- (lxiv) a true and complete copy of the Definitive Agreement has been provided to the Agents;
- (lxv) to the knowledge of the Corporation, there has been no (i) actual or alleged breach or default by any party of any provisions of the Definitive Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Definitive Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Definitive Agreement, and, to the knowledge of the Corporation, no state of facts giving rise to any of the foregoing exists;
- (lxvi) to the knowledge of the Corporation, no event has occurred or condition exists which will prevent the Business Combination from being completed prior to the Escrow Release Deadline;
- (lxvii) no Purchaser is required, pursuant to the terms of the Shareholders' Agreement, to become a party to the Shareholders' Agreement solely by reason of such Purchaser's acquisition of Offered Securities or the conversion of such Offered Securities in accordance with their terms;
- (lxviii) the Shareholders' Agreement will terminate in accordance with its terms on the date of completion of the Business Combination.

It is further agreed by the Corporation that all representations, warranties and covenants contained in this Agreement made by the Corporation to the Agents shall also be deemed to be made for the benefit of Purchasers as if the Purchasers were also parties to this Agreement (it being agreed that the Agents are acting for and on behalf of the Purchasers for this purpose).

(a) **Representations and Warranties of Aumento.** Aumento represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with its transactions contemplated by the Agreement:

- (i) each of Aumento and Aumento Subco has been duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated, formed, amalgamated or continued, as the case may be and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of Aumento or Aumento Subco;
- (ii) each of Aumento and Aumento Subco is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its Assets and Properties requires such qualification and has all requisite corporate power and authority to conduct its business and own, lease and operate its Assets and Properties and to execute, deliver and perform its obligations under the Transaction Documents to which it is a party, the Definitive Agreement and any other document, filing, instrument or agreement delivered in connection with the Offering and the Business Combination;
- (iii) Aumento is a “reporting issuer” within the meaning of applicable Securities Laws in the Provinces of British Columbia, Alberta and Ontario, is in good standing and is not included in a list of defaulting reporting issuers maintained by the applicable Securities Regulators in such provinces, and is in compliance, in all material respects, with all of its obligations as a reporting issuer and has not been the subject of any investigation by any stock exchange or any Securities Regulator, is current with all filings required to be made by it under Securities Laws and other Laws, is not aware of any deficiencies in the filing of any documents or reports with any Securities Regulators and there is no material change relating to Aumento which has occurred and with respect to which the requisite news release or material change report has not been filed with the Securities Regulators, and no securities commission, securities exchange or court has issued any order or obtained any undertaking that adversely impacts, delays or prevents, or that could adversely impact, delay or prevent, the Business Combination, as currently contemplated;
- (iv) the authorized capital of Aumento consists of an unlimited number of Aumento Common Shares, of which, immediately prior to the closing of the Offering, 2,000,000 Aumento Common Shares will be issued and outstanding and, other than options to acquire an aggregate of 200,000 Aumento Common Shares an exercise price of \$0.50 per share (collectively, the “**Aumento Options**”) and broker warrants exercisable to acquire an aggregate of 100,000 Aumento Common Shares at an exercise price of \$0.50 per share (collectively, the “**Aumento Broker Warrants**”), no other Aumento Common Shares or Resulting Issuer Common Shares are or will be reserved for issuance or be issuable, whether pursuant to any convertible securities of Aumento or otherwise prior to the completion of the Business Combination;
- (v) no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of either Aumento or Aumento Subco will be outstanding immediately prior to the completion of the Business Combination and no Person has or will have any agreement,

option, right or privilege (contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any interest in the shares or other securities of Aumento or Aumento Subco other than (i) 200,000 Aumento Options; (ii) 100,000 Aumento Broker Warrants and (ii) pursuant to the Business Combination as described in this Agreement or the Definitive Agreement;

- (vi) Aumento has no direct or indirect subsidiaries other than Aumento Subco nor any investment or proposed investment in any Person and, other than the Definitive Agreement and as described therein, Aumento is not party to any agreement, option or commitment to acquire any shares or securities of any Person;
- (vii) Aumento owns, directly or indirectly, all of the issued and outstanding shares of Aumento Subco, all of the issued and outstanding shares of Aumento Subco are issued as fully paid and non-assessable shares, in each case, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from Aumento or Aumento Subco of any interest in any of the shares or other interests in the capital of Aumento Subco;
- (viii) the issued and outstanding Aumento Common Shares are listed and posted for trading on the Exchange and, other than in contemplation of the Business Combination and the trading halt in connection therewith, Aumento has not taken any action which could be reasonably expected to result in the delisting or suspension of such Aumento Common Shares on or from the Exchange and Aumento is currently in compliance with the rules and policies of the Exchange;
- (ix) all material filings and fees required to be made and paid by Aumento pursuant to applicable Securities Laws and the rules and policies of the Exchange have been made and paid;
- (x) Aumento has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets and is conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits;
- (xi) Aumento has the corporate power, authority and capacity to enter into each of the Transaction Documents to which it is a party, the certificates representing the Resulting Issuer Agents' Warrants, if any, and to perform and carry out the transactions contemplated hereby and thereby and the execution and delivery of the Transaction Documents to which it is a party and the Definitive Agreement and the completion of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Aumento, subject to the receipt of all requisite shareholder approvals of Aumento described in the Definitive Agreement;
- (xii) upon the completion of the Business Combination, all consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the

execution and delivery of the Definitive Agreement and the consummation of the transactions contemplated thereby will have been made or obtained, as applicable, other than any filings required to be submitted within the applicable time frame pursuant to applicable Securities Laws and other customary post-closing filings;

- (xiii) each of the execution and delivery of the Transaction Documents to which Aumento is a party and the performance by Aumento of its obligations thereunder, and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to Aumento, including Securities Laws and the securities laws of any other province in which Aumento is a “reporting issuer”; (ii) the constating documents, articles or resolutions of Aumento which are in effect at the date of hereof; (iii) any contract to which Aumento is a party or by which Aumento is bound; or (iv) any judgment, decree or order binding Aumento or the property or assets of Aumento;
- (xiv) there is no Person acting or purporting to act at the request of Aumento who is entitled to any brokerage, agency, finders, fiscal advisory or similar fee in connection with the Offering, the Business Combination or the other transactions contemplated herein and in the Definitive Agreement;
- (xv) subject to the receipt of all requisite shareholder approvals of Aumento described in the Definitive Agreement, all necessary corporate action has been taken or will have been taken prior to the completion of the Business Combination by Aumento so as to: (i) validly issue the Resulting Issuer Common Shares to the former holders of Subscription Receipts as fully paid and non-assessable shares of the Resulting Issuer; (ii) validly create, authorize and issue the Resulting Issuer Agents’ Warrants to be issued to the former holders of Agents’ Warrants; and (iii) allot, reserve and authorize the creation (if applicable), and issuance of the Resulting Issuer Common Shares issuable upon the exercise of the Resulting Issuer Agents’ Warrants in accordance with the terms of the Resulting Issuer Agents’ Warrants, such shares shall be issued as fully paid and non-assessable shares of the Resulting Issuer;
- (xvi) at the Closing Time, each of the Transaction Documents to which Aumento is a party shall have been duly authorized and executed and delivered by Aumento and upon such execution and delivery each shall constitute a valid and binding obligation of Aumento and each shall be enforceable against Aumento in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;
- (xvii) the Definitive Agreement has been duly authorized and executed and delivered by Aumento and constitutes a valid and binding obligation of Aumento enforceable against Aumento in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by

Applicable Law;

- (xviii) there is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of Aumento, threatened of or against Aumento before any court, regulatory or administrative agency or tribunal;
- (xix) no legal or governmental actions, suits, judgments, investigations or proceedings are pending to which Aumento or Aumento Subco or the directors, officers or employees of Aumento or Aumento Subco are a party or to which Aumento's or Aumento Subco's property or assets are subject which if finally determined adversely to Aumento or Aumento Subco would be expected to result in a Material Adverse Effect and, to the knowledge of Aumento, no such proceedings have been threatened against or are pending with respect to Aumento or Aumento Subco, or with respect to their respective property and assets and neither Aumento nor Aumento Subco are subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;
- (xx) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Aumento or Aumento Subco have been issued by any regulatory authority and are continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Aumento, are pending, contemplated or threatened by any regulatory authority;
- (xxi) the Aumento Financial Statements (i) have been prepared in accordance with IFRS, and (ii) fairly present, in all material respects, the financial position, results of operations, the changes in its financial position and cash flows of Aumento as of the dates thereof and for the periods covered thereby;
- (xxii) since March 3, 2021: (i) there has not been any material change in the business, assets, liabilities, obligations (absolute, accrued, contingent or otherwise), condition (financial or otherwise), prospects or results of operations of Aumento; (ii) there has not been any material change in the equity capital or long-term debt of Aumento; and (iii) the only expenses and obligations incurred by Aumento are those related to general administrative expenses, expenses associated with being a public company, expenses associated with the identification and evaluation of a new business opportunity for the purpose of acquisition or participation;
- (xxiii) since inception, Aumento has carried on no active business and its primary operation has been the identification and evaluation of a new business opportunity for the purpose of acquisition or participation;
- (xxiv) other than the Definitive Agreement and except as disclosed in the Aumento Public Record, neither Aumento nor Aumento Subco is party to or bound by any material contract or any employment contracts as of the date hereof;
- (xxv) Aumento is not a party to any Debt Instrument nor any Contract to create, assume or issue any Debt Instrument, nor does Aumento have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the Tax

Act) with Aumento;

- (xxvi) no current or former employee, officer or director of Aumento or Aumento Subco is entitled to a severance, termination or similar payment as a result of the Business Combination;
- (xxvii) no Person is entitled to a payment under a Contract with Aumento or Aumento Subco as a result of the Offering or the Business Combination;
- (xxviii) Aumento has not approved, contemplated or entered into any agreement in respect of, nor has any knowledge of: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by Aumento whether by asset sale, transfer of shares or otherwise; (b) other than pursuant to the Business Combination, the change of control by sale or transfer of shares or sale of all or substantially all of the property and assets of Aumento; or (c) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of Aumento (other than as a result of the Business Combination);
- (xxix) the minute books and records of Aumento and Aumento Subco made available to counsel for the Agents in connection with the due diligence investigation of Aumento and Aumento Subco for the period from the date of incorporation to the date hereof are all of the minute books of Aumento and Aumento Subco and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of Aumento and Aumento Subco to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of Aumento and Aumento Subco to the date hereof not reflected in such minute books except those which would not be expected to have a Material Adverse Effect;
- (xxx) all documents and information filed by Aumento on SEDAR contain all material facts pertaining to the securities of Aumento and does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. Aumento has been in compliance in all material respects with its timely and continuous disclosure obligations under applicable securities laws in Canada, and, without limiting the generality of the foregoing, there has been no material change or material fact as to Aumento that has occurred which has not been publicly disclosed. Aumento has not filed any confidential material change reports which remain confidential as at the date hereof and there are no circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII – Civil Liability for Secondary Market Disclosure of the *Securities Act* (Ontario) and analogous provisions under applicable Securities Laws in the Provinces of Alberta and British Columbia;
- (xxxi) all Taxes due and payable or required to be collected or withheld and remitted, by Aumento have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by Aumento have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading or have a Material Adverse

Effect. To the knowledge of Aumento, no examination of any tax return of Aumento is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by Aumento. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to Aumento;

- (xxxii) Aumento has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets of Aumento, and there are no audits pending of the tax returns of Aumento (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would result in a Material Adverse Effect;
- (xxxiii) Aumento maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with International Financial Reporting Standards and to maintain accountability for assets; and (iii) access to assets is permitted only in accordance with management's general or specific authorization;
- (xxxiv) no information relating to Aumento and Aumento Subco provided to the Agents contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no material fact known to Aumento which Aumento has not disclosed to the Agents which materially adversely affects, or so far as Aumento can now reasonably foresee, will materially adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of Aumento and Aumento Subco, on a consolidated basis, or the ability of Aumento to perform its obligations under the Transaction Documents to which it is a party and the Definitive Agreement;
- (xxxv) Aumento Subco was incorporated for the sole purpose of completing the transactions contemplated by the Definitive Agreement and has no active operations;
- (xxxvi) Aumento Subco: (i) does not own any property or assets or have any right or obligations to acquire any assets; (ii) has no liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise); and (iii) does not have any obligation to issue any Debt Instruments;
- (xxxvii) other than for the purposes of the transactions contemplated by the Definitive Agreement, since the date of incorporation of Aumento Subco: (a) Aumento Subco has not conducted any business; (b) there has not occurred one or more changes, events or occurrences which would, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect; (c) Aumento Subco has not incurred any liabilities, indebtedness or obligations of any nature (whether accrued, absolute, contingent or otherwise); and (d) there has not been any incurrence, assumption or guarantee by Aumento Subco of any debt for borrowed money, any creation or assumption by Aumento Subco of any Encumbrance, or any making by Aumento Subco of any loan, advance or capital

contribution to or investment in any other Person;

- (xxxviii) a true and complete copy of the Definitive Agreement has been provided to the Agents;
- (xxxix) to the knowledge of Aumento, there has been no (i) actual or alleged breach or default by any party of any provisions of the Definitive Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Definitive Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Definitive Agreement, and, to the knowledge of Aumento, no state of facts giving rise to any of the foregoing exists;
- (xl) to the knowledge of Aumento, no event has occurred or condition exists which will prevent the Business Combination from being completed prior to the Escrow Release Deadline;

It is further agreed by Aumento that all representations, warranties and covenants contained in this Agreement made by Aumento to the Agents shall also be deemed to be made for the benefit of Purchasers as if the Purchasers were also parties to this Agreement (it being agreed that the Agents are acting for and on behalf of the Purchasers for this purpose).

(c) **Representations, Warranties and Covenants of the Agents.** Each of the Agents hereby represents, warrants and covenants to the Corporation and Aumento, severally and not jointly nor jointly and severally, and acknowledges that the Corporation and Aumento are relying upon such representations and warranties in connection with the completion of the Offering, that:

- (i) it has and will conduct activities in connection with arranging for Purchasers of the Offered Securities in compliance with Securities Law including, without limitation, the Securities Laws and has and will only solicit offers to purchase Subscription Receipts in such manner that, pursuant to Securities Laws, no prospectus, registration statement, offering memorandum or similar document needs to be delivered or filed, other than the confidential filing of the Investor Presentation with the Securities Regulators in Canada by the Corporation and any prescribed reports of the issue and sale of the Subscription Receipts;
- (ii) it is duly incorporated and is in good standing in its jurisdiction of incorporation, has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement, and, if applicable, the Subscription Receipt Agreement, and is duly licensed and registered in accordance with applicable Securities Laws;
- (iii) it has not and will not deliver to any prospective Purchaser any document or material which constitutes an offering memorandum under Securities Laws in Canada, other than the Investor Presentation;
- (iv) it will obtain from each Purchaser settling directly through the Agents an executed and duly completed Subscription Agreement in a form reasonably acceptable to the Corporation and Canaccord, on behalf of the Agents relating to the transactions herein contemplated; and
- (v) it is acquiring the Agents' Warrants as principal for its own account and not for the benefit of any other person and it is an "accredited investor" within the meaning of NI 45-106 or section 73.3 of the *Securities Act* (Ontario), as applicable.

5. **Closing Deliveries.** The purchase and sale of the Offered Securities shall be completed by electronic means at the Closing Time or at such other place as Canaccord and the Corporation may agree upon in writing. At the Closing Time: (i) other than in respect of the Non-Brokered Purchasers, the Corporation shall issue the Subscription Receipts in certificated form and/or in accordance with the “non-certificated inventory” rules and procedures of CDS, and shall direct CDS to credit the Subscription Receipts to the accounts of participants of CDS as designated by the Agents, against payment to the Subscription Receipt Agent (to be held in escrow in accordance with the terms of the Subscription Receipt Agreement) of the aggregate Issue Price therefor payable by the Purchasers, less the Agents’ Cash Compensation and the Agents’ Expenses payable to the Agents at the Closing Time pursuant to Section 10, by wire transfer of immediately available funds; and (ii) in respect of the Non-Brokered Purchasers, the Corporation shall issue the Subscription Receipts in certificated form against payment by the Corporation (or its counsel) or the Non-Brokered Purchaser, as the case may be, to the Subscription Receipt Agent (to be held in escrow in accordance with the terms of the Subscription Receipt Agreement) of the aggregate Issue Price for all of the Subscription Receipts sold to Non-Brokered Purchasers in immediately available funds by way of bank draft, certified cheque or wire transfer.

6. **Closing Conditions.** Each Purchaser’s obligation to purchase the Offered Securities shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

- (a) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, certifying for and on behalf of the Corporation (without personal liability), to the best of their knowledge, information and belief, after due inquiry, that:
 - A. no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation or prohibiting the issue and sale of the Subscription Receipts or any of the Corporation’s issued securities has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;
 - B. since December 31, 2020, (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or share structure of the Corporation, and (B) no material transactions have been entered into by the Corporation other than in the ordinary course of business;
 - C. the Corporation has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and
 - D. the representations and warranties of the Corporation contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time;
- (b) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer of Aumento (without personal liability), or such other director or officer of Aumento as the Agents may agree, certifying for and on behalf of Aumento, to the best of their knowledge, information and belief, after due inquiry, that;
 - A. no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Aumento or any of Aumento’s issued securities has been issued

by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority, other than the trading halt in connection with the Business Combination;

- B. since March 3, 2021, (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or capital of Aumento, and (B) no material transactions have been entered into by Aumento, other than the Offering and the Business Combination;
 - C. Aumento has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and
 - D. the representations and warranties of Aumento contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time;
- (c) the Agents shall have received a certificate dated the Closing Date, signed by an appropriate officer or officers of the Corporation (without personal liability) addressed to the Agents, with respect to the constating documents of the Corporation, all resolutions of the Corporation's board of directors relating to the Transaction Documents, the Definitive Agreement and otherwise pertaining to the purchase and sale of the Subscription Receipts and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers and such other matters as the Agents may reasonably request;
 - (d) the Agents shall have received at the Closing Time a certificate dated the Closing Date, signed by appropriate officers of Aumento addressed to the Agents, with respect to constating documents of Aumento, all resolutions of Aumento's board of directors relating to the Transaction Documents to which Aumento is a party, the Definitive Agreement and otherwise pertaining to the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers in the form of a certificate of incumbency and such other matters as the Agents may reasonably request;
 - (e) the Agents shall have been satisfied, in their sole discretion, with the results of its due diligence review of each of the Corporation, Aumento, and their respective businesses, operations and financial conditions and market conditions at the Closing Time;
 - (f) the Agents shall have received a certificate of status (or equivalent) with respect to the jurisdiction in which each of the Corporation, Aumento and the Subsidiaries was incorporated or continued, as the case may be;
 - (g) the Agents shall have received satisfactory evidence, acting reasonably, that all requisite approvals and consents have been obtained by each of the Corporation and Aumento and remain in full force and effect in order to complete the Offering;
 - (h) each of the Transaction Documents shall be in a form acceptable to the Agents, acting reasonably, and shall have been executed and delivered by the Corporation and Aumento, as applicable;
 - (i) the Agent's shall have received the executed Lock-Up Agreements;
 - (j) the Agents shall have received legal opinions addressed to the Agents and the Purchasers, in form

and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from Miller Thomson LLP, counsel to the Corporation, and Chitiz Pathak LLP, counsel to Aumento, and where appropriate, counsel in the other Designated Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Corporation, the Subsidiaries or Aumento, as appropriate, with respect to the following matters:

A. with respect to the Corporation:

- (i) as to the incorporation and valid existence of the Corporation;
- (ii) as to the authorized and issued shares of the Corporation immediately prior to the Closing Time;
- (iii) the corporate power, capacity and authority of the Corporation to carry on its business as presently carried on and to own, lease and operate its properties and assets and execute and deliver the Transaction Documents and the Definitive Agreement and to perform all of its obligations thereunder and to issue the Subscription Receipts, the Underlying Shares, the Agents' Warrants and the Agent Warrant Shares;
- (iv) each of the Transaction Documents and the Definitive Agreement has been duly authorized and executed and delivered by the Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by Applicable Law;
- (v) the execution and delivery of the Transaction Documents and the Definitive Agreement, the performance by the Corporation of its obligations thereunder and the issuance and sale of the Subscription Receipts and the issue of the Underlying Shares, Agents' Subscription Receipts, Agents' Warrants and the Agent Warrant Shares does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (i) applicable Laws of Canada; (ii) the articles and by-laws of the Corporation; or (iii) the Shareholder's Agreement;
- (vi) the authorization, creation and valid issuance of the Subscription Receipts and the Agents' Warrants;
- (vii) the issuance of the Underlying Shares and the Agent Warrant Shares and been authorized and allotted and reserved for issuance;
- (viii) upon conversion of the Subscription Receipts in accordance with the provisions thereof and upon the due exercise of the Agents' Warrants in accordance with the provisions thereof, the Underlying Shares and the Agent Warrant Shares, respectively, will be, validly issued as fully paid and non-assessable shares in the capital of the Corporation;

- (ix) the appointment of TSX Trust Company, at its principal office in Toronto, Ontario, as the duly appointed registrar and transfer agent for the Common Shares;
- (x) the appointment of TSX Trust Company, at its principal office in Toronto, Ontario, as the duly appointed escrow agent and subscription receipt agent under the Subscription Receipt Agreement;
- (xi) the issuance and sale by the Corporation of the Subscription Receipts to the Purchasers resident in the Designated Jurisdictions in accordance with the terms of the Subscription Agreements and the granting and the issuance of the Agents' Subscription Receipts and the Agents' Warrants to the Agents in accordance with the terms of this Agreement, are exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws to permit such issuance and sale, subject only to the filing of the requisite forms under applicable Securities Laws;
- (xii) the issuance of the Underlying Shares upon conversion of the Subscription Receipts and the issuance of the Agent Warrant Shares upon due exercise of the Agents' Warrants, is or will be exempt from the prospectus requirements of applicable Securities Laws of the Designated Jurisdictions and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws of the Designated Jurisdictions to permit such issuance; and
- (xiii) the first trade by the Purchasers or the Agents (as applicable) of the Subscription Receipts, the Underlying Shares issuable upon conversion of the Subscription Receipts, the Agents' Warrants and the Agent Warrant Shares, other than a trade which is otherwise exempt under the applicable Securities Laws, will be a distribution and will be subject to the prospectus requirements under the Securities Laws of the Designated Jurisdictions unless: (1) at the time of such trade, the Corporation is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding such trade; (2) at the time of such trade, at least four months have elapsed from the "distribution date" (as such term is defined under NI 45-102) of the Subscription Receipts or the Agents' Warrants, as applicable; (3) the certificates representing the Subscription Receipts and the Agents' Warrant Certificates carry a legend stating "Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is four months and a day after the later of (i) December 3, 2021 and (ii) the date the issuer became a reporting issuer in any province or territory" (or if the security is entered into a direct registration or other electronic book entry system, or if the relevant Purchaser or Agent did not directly receive a certificate representing the security, the relevant Purchaser or Agent received written notice containing such legend); (4) the trade is not a "control distribution" (as such term is defined in the NI 45-102); (5) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of such trade; (6) no extraordinary commission or consideration is paid to a person or corporation in respect of such trade; and (7) if the selling securityholder is an "insider" or "officer" of the Corporation (as such terms are defined under applicable Securities

Laws), the selling securityholder has no reasonable grounds to believe that the Corporation is in default of “securities legislation” (as such term is defined in National Instrument 14-101 – “Definitions”).

B. with respect to the Subsidiaries:

- (i) such Subsidiary being a corporation existing under the laws of the jurisdiction in which it was incorporated, amalgamated, continued or formed, as the case may be, and having all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets;
- (ii) as to the authorized and issued and outstanding capital of such Subsidiary; and
- (iii) all of the issued and outstanding shares of such Subsidiary being registered, directly or indirectly, in the name of the Corporation;

C. with respect to Aumento:

- (i) as to the incorporation and valid existence of Aumento;
- (ii) as to the authorized and issued shares of Aumento immediately prior to the Closing Time;
- (iii) the corporate power, capacity and authority of Aumento to carry on its business as presently carried on and to own, lease and operate its properties and assets and execute and deliver the Transaction Documents to which it is a party and the Definitive Agreement and to perform all of its obligations hereunder and thereunder;
- (iv) each of the Transaction Documents to which it is a party and the Definitive Agreement has been duly authorized and executed and delivered by Aumento and constitutes a valid and legally binding agreement of Aumento enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable Law;
- (v) the execution and delivery of the Transaction Documents to which it is party and the Definitive Agreement, the performance by Aumento of its obligations hereunder and thereunder does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) the provisions of the OBCA; or (B) the constating documents of Aumento; and
- (vi) Aumento is a reporting issuer not on the list of defaulting reporting issuers maintained pursuant to the applicable Securities Laws of each of the Province of Ontario; and

- (k) the Agents having received such further certificates, opinions of counsel and other documentation

from the Corporation contemplated herein, provided, however, that the Agents or their counsel shall request any such certificate or document within a reasonable period prior to the Closing Time that is sufficient for the Corporation to obtain and deliver such certificate, opinion or document.

7. **Rights of Termination.** The Agents (or any one of them) shall be entitled to terminate their obligations hereunder by written notice to that effect given to the Corporation at or prior to the Closing Time if:

- (a) *Material change out* – there shall have occurred any material change or change in a material fact or a material adverse change or effect on the business or affairs of the Corporation, Aumento or any of the Subsidiaries or Aumento Subco, or the Agents shall discover any previously undisclosed material fact which in the reasonable opinion of the Agents (or any one of them) would be expected to have a material adverse effect on the market price or value of the securities of the Corporation, Aumento, Aumento Subco, or the Subsidiaries (including the Subscription Receipts and the Resulting Issuer Securities);
- (b) *Litigation out* – any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened in relation to the Corporation, any of the Subsidiaries, Aumento or Aumento Subco or any one of the officers or directors or promoters or insiders or principal shareholders thereof where wrong-doing is alleged or any order is issued under or pursuant to any statute of Canada or any province thereof or any other governmental department, commission, board, bureau, agency or instrumentality, including, without limitation, any stock exchange or securities regulatory authority;
- (c) *Disaster out* – there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence or catastrophe, pandemic, war or act of terrorism of national or international consequence or any new or change in any law or regulation whatsoever (including as a result of the COVID-19 pandemic or any escalation in severity of the COVID-19 pandemic) which, in the opinion of the Agents (or any one of them), acting reasonably, materially adversely affects or involves, or will materially adversely affect or involve, the financial markets or the business, operations or affairs of the Corporation, the Subsidiaries, Aumento or Aumento Subco or the market price or value of the securities of the Corporation or Aumento (including the Resulting Issuer Securities);
- (d) *Cease-trade out* - any order, action, proceeding or cease trading order which operates to prevent or restrict the trading of the Subscription Receipts, Resulting Issuer Securities or any other securities of the Corporation, any of the Subsidiaries, Aumento or Aumento Subco is made or threatened by a securities regulatory authority, and the same has not been rescinded, revoked or withdrawn;
- (e) *Market out* – the state of the Canadian, U.S. or international financial markets is such that, in the reasonable opinion of the Agents (or any one of them), the Subscription Receipts cannot be profitably marketed;
- (f) *Regulatory out* - all required regulatory approvals of the Corporation or Aumento in respect of the Offering and the Business Combination are not obtained on a timely basis
- (g) *Due diligence out* – any of the Agents are not satisfied, in their sole discretion, acting reasonably, with the completion of its due diligence investigations of any the Corporation, the Subsidiaries, Aumento or Aumento Subco; or

- (h) *Breach out* – the Corporation or Aumento is in breach of a term, condition or covenant of this Agreement or any representation or warranty given by the Corporation or Aumento in this Agreement becomes or is false.

Each of the Corporation and Aumento agrees that the conditions contained in Section 6 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation or Aumento, and each of the Corporation or Aumento will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in Section 6 shall entitle the Agents (or any one of them) to terminate their obligation under this Agreement by written notice to that effect given to the Corporation and Aumento at or prior to the Closing Time. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing and signed by Canaccord.

8. **Exercise of Termination Right.** If this Agreement is terminated by any of the Agents pursuant to Section 7, there shall be no further liability on the part of such Agent or of Aumento or the Corporation to such Agent, except in respect of any liability which may have arisen or may thereafter arise under Sections 10, 11, 12, 13 and 14. The right of an Agent to terminate its obligations under this Agreement is in addition to such other remedies as it may have in respect of any default, act or failure to act of the Corporation or Aumento in respect of any of the matters contemplated by this Agreement.

9. **Agents' Compensation.** In consideration of the services to be rendered by the Agents in connection with the Offering, the Corporation shall pay to the Agents: (a) an advisory fee for advisory services provided to the Corporation in connection with the Offering payable through the issuance to the Agents of an aggregate of 17,776 Subscription Receipts (the “**Advisory Subscription Receipts**”); and (b) a cash commission equal to (i) 3.0% of the aggregate gross proceeds of the Offering from Purchasers on the President's List in respect of a maximum of \$7,500,000 of Subscription Receipts (excluding any Non-Brokered Purchasers on the President's List), and (ii) 6.0% of the aggregate gross proceeds of the Offering in respect of all other Purchasers (the “**Agents' Cash Compensation**”). The obligation of the Corporation to pay the Agents' Cash Compensation shall arise at Closing and the Agents' Cash Compensation shall be fully earned by the Agents at the Closing Time. Payment of the Agents' Cash Compensation that the Agents elect to receive in cash may be made by way of deduction from the aggregate gross proceeds of the Offering on the Closing Date. Notwithstanding the foregoing, the Agents may elect to receive the Agents' Cash Compensation in Subscription Receipts (the “**Broker Subscription Receipts**”, together with the Advisory Subscription Receipts, the “**Agents' Subscription Receipts**”) or any combination of cash or Broker Subscription Receipts as the Agents may determine.

As additional consideration for the services of the Agents, on Closing, the Corporation shall grant to the Agents: (a) an aggregate of 17,776 non-transferable advisory warrants (the “**Advisory Warrants**”); and (b) that number of non-transferable broker warrants equal to (i) 3.0% of the number of Subscription Receipts sold to Purchasers on the President's List in respect of a maximum of \$7,500,000 of Subscription Receipts (excluding any Non-Brokered Purchasers on the President's List), and (ii) 6.0% of the number of Subscription Receipts sold pursuant to the Offering to all other Purchasers (the “**Broker Warrants**” and together with the Advisory Warrants, the “**Agents' Warrants**”). Each Agents' Warrant will entitle the holder thereof to acquire 0.134771 of one Common Share, at an exercise price equal to \$6.75 for a period of 24 months following the date the Escrow Release Conditions are satisfied.

Pursuant to the Business Combination, the Agents' Warrants shall be exchanged for an equal number of broker warrants of the Resulting Issuer (the “**Resulting Issuer Agents' Warrants**”), with each Resulting Issuer Agents' Warrant entitling the holder thereof to acquire one Resulting Issuer Agents' Warrant Share

at an exercise price equal to \$6.75 for a period of 24 months following the date the Escrow Release Conditions are satisfied. At the Closing Time: (i) the Corporation shall execute and deliver to the Agents certificates evidencing the Agents' Warrants (the "**Agents' Warrant Certificates**"); and (ii) deliver to the Agents the final form of certificate which will represent the Resulting Issuer Agents' Warrants, each in a form to be agreed upon by the Agents and the Corporation, each acting reasonably.

10. **Expenses.** Whether or not the Offering is completed, the Corporation will be responsible for all of the Agents' reasonable expenses and fees in connection with the Offering, including, but not limited to: (i) all expenses of or incidental to the issue, sale or distribution of the Subscription Receipts and any conversion thereof (such expenses not to exceed \$25,000 without the prior written consent of the Corporation, such consent not to be unreasonably withheld) (the "**Agents' Expenses**"); (ii) the reasonable fees and expenses of the Agents' legal counsel (such fees of Canadian legal counsel not to exceed \$210,000 and U.S. counsel not to exceed \$40,000 without the prior written consent of the Company, such consent not to be unreasonably withheld), plus applicable disbursements and taxes; and (iii) all reasonable costs incurred in connection with the preparation of documentation relating to the Offering. All fees and expenses incurred by the Agents or on their behalf shall be payable by the Corporation at the Closing Time. Any additional reasonable expenses of the Agents incurred subsequent to the Closing Date, shall be payable upon the satisfaction of the Escrow Release Conditions. At the option of the Agent, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation at the Closing.

11. **Survival of Representations and Warranties.** All terms, warranties, representations, covenants, indemnities and agreements herein contained or contained in any documents delivered pursuant to this Agreement shall survive the purchase and sale of the Subscription Receipts and continue in full force and effect for the benefit of the Agents, the Purchasers and/or the Corporation and Aumento, regardless of the Closing and of any investigations carried out by the Agents or on their behalf and shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the purchase and sale of the Subscription Receipts or otherwise for a period ending on the date that is the later of: (a) three years following the Closing Date, or (ii) if the Escrow Release Conditions are satisfied on or before the Escrow Release Deadline, two years following the date of the Listing. For greater certainty, the provisions contained in this Agreement in any way related to indemnification or the contribution obligations shall survive and continue in full force and effect, indefinitely, subject to the limitation requirements of Applicable Laws. In this regard, the Agents shall act as trustees for the Purchasers and accept these trusts and shall hold and enforce such rights on behalf of the Purchasers..

12. **Indemnity by the Corporation.**

(a) The Corporation shall indemnify and save harmless the Agents, their respective affiliates and each other Person, if any, controlling the Agents, or any of their affiliates and their respective current and former directors, officers, employees, shareholders, partners, advisors and agents and each other person, if any, controlling the Agents or their affiliates (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**"), from and against any and all losses, expenses, claims (including shareholder actions, derivative or otherwise), actions, damages and liabilities, joint or several, including without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel but excluding any loss of profits (collectively, the "**Losses**") that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any action, suit, proceeding, investigation or claim that may be made or threatened by any person or in enforcing this indemnity (collectively the "**Claims**") insofar as the Losses and/or Claims relate to, are caused by, are based on, result from, arise out of or are in consequence of, or are in connection with, directly or indirectly:

- (i) any negligence, fraud or wilful misconduct by the Corporation relating to or connected with the Offering or Business Combination;
- (ii) any material inaccuracy of, or any material breach of or default under, any representation or warranty of the Corporation made in any of the Transaction Documents or the Definitive Agreement or the failure of the Corporation to comply with any of its covenants or other obligations in any of the Transaction Documents or the Definitive Agreement or to satisfy any conditions contained in any of the Transaction Documents or the Definitive Agreement required to be satisfied by the Corporation or any omission or alleged omission to state in any of the Transaction Documents or the Definitive Agreement (or any document delivered pursuant hereto or thereto) any fact required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;
- (iii) any information or statement in the Investor Presentation or the Listing Document containing or being alleged to contain a misrepresentation or being alleged to be untrue, or based upon any omission or alleged omission in the Investor Presentation or the Listing Document to state in those documents any material fact required to be stated in those documents or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;
- (iv) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, Securities Regulator, stock exchange or by any other competent authority, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation contained in the Investor Presentation or the Listing Document or any other document or material filed or delivered on behalf of the Corporation pursuant to this Agreement or the other Transaction Documents, preventing or restricting the trading in or the sale or distribution of the Subscription Receipts, Common Shares, or any Resulting Issuer Common Shares;
- (v) the non-compliance or alleged non-compliance by the Corporation with any Securities Laws or other regulatory requirements including the Corporation's non-compliance with any statutory requirement to make any document available for inspection;
- (vi) the performance of professional services rendered to the Corporation by the Agents and Beneficiaries (as defined below) hereunder or otherwise in connection with the matters referred to in this Agreement;
- (vii) any Claims made by Non-Brokered Purchasers, including in connection with offers and/or sales made by the Corporation to Non-Brokered Purchasers pursuant to the terms of the non-brokered portion of the Offering; and
- (viii) any misrepresentation or alleged misrepresentation relating to the Offering, whether oral or written and whether made during and in connection with the Offering, where such misrepresentation may give or gives rise to any other liability under any statute in any jurisdiction which is in force on the date of this Agreement.

(b) If any Claim contemplated by this Section 12 shall be asserted against any of the Indemnified Parties, or if any potential Claim contemplated by this Section 12 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall notify in writing the Corporation as soon as possible of the nature of such Claim (provided that the omission to so notify the Corporation

shall not relieve the Corporation of any liability which they may have to any Indemnified Party under this Section 12). The Corporation shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any such Claim; provided that the defence shall be through legal counsel selected by the Corporation and acceptable to the Indemnified Party, acting reasonably, and no admission of liability, fault, culpability or failure to act and no settlement of any Claim shall be made by the Corporation or the Indemnified Party without, in each case, the prior written consent of all the Indemnified Parties affected and the Corporation, such consent not to be unreasonably withheld, and no Indemnified Party shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. If such defence is assumed by the Corporation, the Corporation throughout the course thereof will provide copies of all relevant documentation to the Agents, will keep the Agents advised of the progress thereof and will discuss with the Agents all significant actions proposed. An Indemnified Party shall have the right to employ separate counsel in any such Claim assumed by the Corporation at the expense of the Corporation provided the Indemnified Party acted reasonably in selecting such counsel. If the Corporation fails to assume the defence of such Claim on behalf of the Indemnified Party within fourteen (14) Business Days of receiving notice of such Claim, an Indemnified Party shall have the right to employ separate counsel in any such Claim and participate in the defence thereof at the expense of the Corporation and the Corporation shall be liable to pay the reasonable fees and disbursements of counsel for such Indemnified Parties as well as the reasonable costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Agents at their normal per diem rates for time spent by their respective directors, officers, employees or shareholders). If the named parties to any such Claim (including any added or third parties) include the Indemnified Party and the Corporation and the Indemnified Party shall have been advised by counsel that representation of the Indemnified Party by counsel for the Corporation is inappropriate as a result of the potential or actual conflicting interests of those represented or that there may be legal defences available to the Indemnified Party or Indemnified Parties which are different from or in addition to those available to the Corporation or that the subject matter of the Claim may not fall within the foregoing indemnity, in the Corporation shall not have the right to assume the defence of such Claim on behalf of the Indemnified Party, but the Corporation shall be liable to pay the reasonable fees and disbursements of counsel for such Indemnified Parties as well as the reasonable costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Agents at their normal per diem rates for time spent by their respective directors, officers, employees or shareholders).

(c) The Corporation hereby acknowledges and agrees that, with respect to Sections 12 and 14 hereof, the Agents are contracting on their own behalf and as agents for their affiliates, directors, officers, employees, advisors, agents and each other person, if any, controlling the Agents or their respective affiliates, and their respective directors, officers, employees, advisors and agents (collectively, the “**Beneficiaries**”). In this regard, the Agents shall act as trustees for the Beneficiaries of the covenants of the Corporation under Sections 12 and 14 hereof with respect to the Beneficiaries and accepts these trusts and shall hold and enforce such covenants on behalf of the Beneficiaries.

(d) The Corporation agrees to waive any right it may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Corporation also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting Claims on behalf of or in right of the Corporation for or in connection with the Offering or any matter herein, including without limitation, related services and activities prior to the date of this Agreement, except to the extent any Losses suffered by the Corporation are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have directly resulted from a material breach of this Agreement, a breach of Applicable Laws, the fraud, gross negligence or wilful misconduct by or of, as applicable, such Indemnified Party in performing the services that are the subject of this Agreement.

(e) Notwithstanding anything to the contrary contained herein, the indemnity in this Section 12 hereof shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses to which the Indemnified Party may be subject were directly caused by the fraud, gross negligence or wilful misconduct of the Indemnified Party.

(f) The Corporation agrees that in case any legal proceeding or investigation shall be brought or initiated against the Corporation and/or any of the Agents by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, in connection with the transactions contemplated by this Agreement, and if the Corporation and/or the Indemnified Parties shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Agents, the Indemnified Parties shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by the Indemnified Parties in connection therewith at normal per diem rates) and out-of-pocket expenses incurred by Indemnified Parties in connection therewith shall be paid by the Corporation.

(g) The rights to indemnification provided in this Section 12 hereof shall be in addition to and not in derogation of any other rights which the Agents or any other Indemnified Party may have by statute or otherwise at law.

(h) The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Beneficiaries of the Agents and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, the Agents and any of the Beneficiaries. The foregoing provisions shall survive the completion of professional services rendered under this Agreement and the exercise of the termination rights set forth herein.

(i) The Corporation also hereby agrees to indemnify and hold the Purchasers harmless from and against any and all Claims that may be incurred in advising with respect to and/or defending any Claim that may be made against a Purchaser to which a Purchaser may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such Claims arise out of or are based, directly or indirectly, upon any representation or warranty of the Corporation contained in this Agreement or the Subscription Agreements being untrue in any material respect. The Corporation hereby acknowledges that the Agents act as trustee for the other Indemnified Parties under this indemnity, and the Agents agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

(j) Except as set forth below in respect of any Claim brought by a third party against any Indemnified Party, no Claim may be commenced, prosecuted or continued in any court other than the courts of the Province of Ontario, which courts shall have exclusive jurisdiction over the adjudication of such matters, and the Corporation and the Agents irrevocably attorn to the jurisdiction of such courts and consent to personal service with respect thereto. The Corporation hereby consents to personal jurisdiction, service and venue in any court in which any Claim arising out of or in any way relating to this Agreement is brought by any third party against any Indemnified Party, provided the foregoing shall not prevent the Corporation from contesting the personal jurisdiction, service or venue of such court over the applicable Indemnified Parties and the Agents shall use their commercially reasonable efforts to cause the Indemnified Parties to cooperate with the Corporation in that regard. Each of the Agents and the Corporation waive all right to trial by jury in any Claim. The Corporation agrees that a final judgment in any Claim brought in any such court shall be conclusive and binding upon the Corporation and may be enforced in any other courts to the jurisdiction of which the Corporation is or may be subject, by suit upon such judgment.

(k) Upon completion of the Business Combination, the obligations of the Corporation set out in this Section 12 and Section 14 shall automatically become joint and several obligations of the Corporation and the Resulting Issuer.

13. Indemnity by Aumento

(a) Until the completion of the Business Combination, Aumento shall fully indemnify and hold the Indemnified Parties harmless to the full extent from and against any and all Claims that may be incurred in investigating, settling, advising with respect to and/or defending any actual or threatened Claim to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such Claims result from, arise out of or are based, directly or indirectly, upon any inaccuracy of, or any breach of or default under, any representation, warranty, covenant or agreement made by Aumento in this Agreement, or any agreement, certificate or other document to be delivered pursuant hereto, or the failure of Aumento to comply with any of its obligations under this Agreement or, until completion of the Business Combination, the Definitive Agreement. Upon completion of the Business Combination, the obligations of the Corporation set out in this Section 12 and Section 14 shall be joint and several obligations of the Corporation and the Resulting Issuer.

(b) For the purposes of Section 13(a), the provisions of Section 12(b) through Section 12(j) shall apply mutatis mutandis.

14. Contribution.

(a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 12 hereof would otherwise be available in accordance with its terms but is, for any reason held to be illegal, unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, the Agents and the Corporation shall contribute to the aggregate of all Losses of the nature contemplated in Section 12 hereof and suffered or incurred by the Indemnified Parties in the following proportions: (i) the relative benefits received by the Agents, on the one hand (being the Agents' Cash Compensation and the value of the Agents' Warrants), and the relative benefits received by the Corporation on the other hand (being the gross proceeds derived from the sale of the Subscription Receipts less the Agents' Cash Compensation and value of the Agents' Warrants); (ii) if (but only if and to the extent) the allocation provided for in clause (i) is for any reason held unenforceable, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Corporation on the one hand and the Agents on the other hand; and (iii) relevant equitable considerations; provided that the Company shall in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any excess of such amount over the aggregate amount of the Agents' Cash Compensation and the value of the Agents' Warrants actually received by the Agents or any other Indemnified Party under this Agreement and further provided that the Agents shall not in any event be liable to contribute, in the aggregate, any amount in excess of the aggregate amount of the Agents' Cash Compensation and the value of the Agents' Warrants or any portion thereof actually received by the Agents. However, no party who has engaged in any fraud, gross negligence, illegal acts, or wilful misconduct shall be entitled to claim contribution from any person who has not engaged in such fraud, gross negligence, illegal acts, or wilful misconduct.

(b) The rights to contribution provided in this Section 14(b) shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.

(c) If an Indemnified Party has reason to believe that a claim for contribution may arise, the Indemnified Party shall give the Company notice thereof in writing, but failure to so notify shall not relieve

the Company of any obligation which it may have to the Indemnified Party under this Section 14(c) provided that the Company is not materially and adversely prejudiced by such failure, and the right of the Company to assume the defence of such Indemnified Party shall apply as set out in Section 12 hereof, mutatis mutandis.

15. **Agents' Obligations.** The Agents' obligations under this Agreement shall be several and not joint, and the Agents' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Canaccord Genuity Corp.	45.0%
Scotia Capital Inc.	25.0%
Desjardins Securities Inc.	10.0%
PI Financial Corp.	10.0%
Raymond James Ltd.	10.0%
Total	100%

16. **Advertisements.** The Corporation, and Aumento shall, at the Agents' request, issue a press release announcing the Offering, include a reference to the Agents and their role in any such release or communication, and ensure that any press release concerning the Offering complies with applicable law, including U.S. federal securities laws. If the Offering is successfully completed, the Corporation and Aumento acknowledge and agree that the Agents will be permitted to publish, at their own expense, public announcements or other communications relating to their services in connection with the Offering as they consider appropriate.

17. **Notices.** Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "notice") shall be addressed as follows:

(a) If to the Corporation, to:

[REDACTED]

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

[REDACTED]

(b) If to Aumento, to

[REDACTED]

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

[REDACTED]

(c) If to the Agents, to:

[REDACTED]

or to such other address as any of the parties may designate by notice given to the others.

Any such notice or other communication shall be in writing, and unless delivered personally to a responsible officer of the addressee, shall be given by courier service or via e-mail and shall be deemed to have been received, if given by e-mail, on the day of sending (if such day is a Business Day or, if not, on the next day following the sending thereof which is a Business Day) and if given by courier service, on the next Business Day following the sending thereof.

18. **Time of the Essence.** Time shall, in all respects, be of the essence hereof.

19. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada, unless indicated otherwise.

20. **Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

21. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

22. **Entire Agreement.** Except as agreed to by the parties in writing, this Agreement constitutes the only agreement among the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.

23. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Corporation and the Agents irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement.

25. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Agents and the Purchasers and their respective executors, heirs, successors and permitted assigns; provided that, this Agreement shall not be assignable by any party without the written consent of the others.

26. **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

27. **Obligations of the Agents.** In performing their respective obligations under this Agreement, the Agents shall be acting severally and neither jointly nor jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture between the Agents.

28. **Absence of Fiduciary Relationship.** The Corporation and Aumento acknowledge and agree that: (a) the Agents have not assumed or will assume a fiduciary responsibility in favour of the Corporation or Aumento with respect to the Offering contemplated hereby or the process leading thereto and the Agents have no obligation to the Corporation and Aumento with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Agents and their affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporation and Aumento; and (c) the Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Corporation and Aumento have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

29. **Authority of Canaccord.** Canaccord is hereby authorized by each of the other Agents to act on its behalf and the Corporation and Aumento shall be entitled to and shall act on any notice given in accordance with this Agreement or any agreement entered into or approval given by or on behalf of the Agents by the Canaccord, except in respect of any consent to a settlement pursuant to Section 12 or Section 13, which consent shall be given by the Indemnified Party, a notice of termination pursuant to Section 7 or Section 8, which notice may be given by any of the Agents, which shall be exercised by all the non-defaulting Agents.

30. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

31. **Language.** The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressément demandé que la présente convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement*

32. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts and delivered by email or facsimile, each of which so executed and delivered shall constitute an original and all of which taken together shall form one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

If the Corporation and Aumento are in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

Yours very truly,

CANACCORD GENUITY CORP.

Per: [SIGNATURE REDACTED]
Authorized Signatory

SCOTIA CAPITAL INC.

Per: [SIGNATURE REDACTED]
Authorized Signatory

DESJARDINS SECURITIES INC.

Per: [SIGNATURE REDACTED]
Authorized Signatory

PI FINANCIAL CORP.

Per: [SIGNATURE REDACTED]
Authorized Signatory

RAYMOND JAMES LTD.

Per: [SIGNATURE REDACTED]
Authorized Signatory

The foregoing is hereby accepted on the terms and conditions herein set forth.

PLURIBUS TECHNOLOGIES INC.

Per: [SIGNATURE REDACTED]

Authorized Signatory

AUMENTO CAPITAL IX CORP.

Per: [SIGNATURE REDACTED]

Authorized Signatory

SCHEDULE “A”

PRO FORMA CAPITAL STRUCTURE

Class of Shares	Number Outstanding
Resulting Issuer Common Shares	15,454,686
Resulting Issuer Warrants	2,039,899
Resulting Issuer Broker Warrants	353,110
Resulting Issuer Unit Broker Warrants ⁽¹⁾	262,735
Resulting Issuer Options	64,400

1. Each unit comprised of one Resulting Issuer Common Share and one half of one Resulting Issuer Common Share purchase warrant.

SCHEDULE “B”

GO-PUBLIC RESALE RESTRICTIONS

1. Resulting Issuer Common Shares issuable upon exchange of an aggregate of 51,875 Class B voting common shares of the Corporation issued at a price of \$0.01 per share on February 28, 2019:
 - 33.3% on each of the 12 month, 15 month and 18 month anniversary of the date of Listing
2. Resulting Issuer Common Shares issuable upon exchange of an aggregate of 127,500 series 1 Class A common shares of the Corporation issued at a price of \$10.00 per share on April 30, 2019:
 - 33.3% on each of the 9 month, 12 month and 15 month anniversary of the date of Listing
3. Resulting Issuer Common Shares issuable upon exchange of an aggregate of 239,891 series 2 Class A common shares of the Corporation issued at a price of \$23.60 per share on September 21, 2020, October 8, 2020 and November 19, 2020:
 - 50% on the 6 month anniversary of the date of Listing
 - 25% on each of the 9 month and 12 month anniversary of the date of Listing
4. Resulting Issuer Common Shares issuable upon exchange of an aggregate of 491,800 series 1 Class A common shares of the Corporation forming part of a unit issued at a price of \$30.50 per unit on March 30, 2021:
 - 50% on the 6 month anniversary of the date of Listing
 - 25% on each of the 9 month and 12 month anniversary of the date of Listing
5. Resulting Issuer Common Shares issuable upon exchange of an aggregate of 285,850 series 1 Class A common shares of the Corporation issued at a price of \$40.00 per share on July 15, 2021:
 - 100% on the 6 month anniversary of the date of Listing
6. Resulting Issuer Common Shares issuable upon exchange for common shares of the Corporation issued by the Corporation upon the exchange or redemption of any class A non-voting preferred shares of the Corporation:
 - 100% on the 6 month anniversary of the date of Listing
7. Warrants of the Resulting Issuer (“**Resulting Issuer Warrants**”) issuable upon exchange of an aggregate of up to 245,893 warrants of the Corporation issued on March 30, 2021 having an exercise price of \$45.75 per warrant (the “**March 2021 Warrants**”) (including: (i) any series 1 Class A common shares of the Corporation issued upon exercise of the March 2021 Warrants prior to the completion of the Business Combination; and (ii) the Resulting Issuer Common Shares issuable upon exercise of the Resulting Issuer Warrants following the completion of the Business Combination):

- 50% on the 6 month anniversary of the date of Listing
 - 25% on each of the 9 month and 12 month anniversary of the date of Listing
8. Resulting Issuer Common Shares issuable upon exchange of common shares of the Corporation that are issuable upon the exercise of preferred warrants of the Corporation (“**Preferred Warrants**”), which Preferred Warrants expire immediately prior to the completion of the Business Combination:
- 33.3% on each of the 12 month, 15 month and 18 month anniversary of the date of Listing
9. Stock Options of the Resulting Issuer (“**Resulting Issuer Stock Options**”) issuable upon exchange of an aggregate of up to 5,285 stock options of the Corporation having an exercise price of \$10.00 per option (the “**Pluribus Options**”) (including: (i) any series 1 Class A common shares of the Corporation issued upon exercise of the Pluribus Options prior to the completion of the Business Combination, including the 881 series 1 Class A common shares issued on October 28, 2021; and (ii) the Resulting Issuer Common Shares issuable upon exercise of the Resulting Issuer Stock Options following the completion of the Business Combination):
- 33.3% on each of the 9 month, 12 month and 15 month anniversary of the date of Listing
10. Resulting Issuer Common Shares issuable upon exchange of 192,994 common shares of the Corporation that are issued upon the exercise of founder stock options of the Corporation:
- 100% on the 24 month anniversary of the date of Listing

SCHEDULE “C”

ISSUED AND OUTSTANDING CONVERTIBLE SECURITIES

1. outstanding options to purchase an aggregate of up to 5,285 Class A Common Shares;
2. outstanding broker warrants to purchase up to 8,175 Class A Common Shares;
3. outstanding warrants to purchase up to 245,893 Common Shares *[March 2021 Financing]*;
4. outstanding compensation warrants to purchase up to 35,409 units (each unit comprised of one Common Share and one half of one Common Share purchase warrant) *[March 2021 Financing]*;
5. penalty rights to receive up to 48,940 units (each unit comprised of one Common Share and one half of one Common Share purchase warrant), expiring upon the successful completion of both the Business Combination and the Offering if they are completed prior to March 30, 2022 *[March 2021 Financing]*;
6. outstanding warrants to purchase up to 12,751 Common Shares *[July 2021 Financing]*;
7. outstanding warrants to purchase up to 29,026 Class A Common Shares *[POWR Acquisition]*;
8. warrants to acquire Class A Common Shares representing 6.18% of the issued and outstanding common shares (of any class or series) of Pluribus on a fully-diluted basis as at the earlier of (a) the day before the closing of the Business Combination and (b) February 4, 2019, April 30, 2019, December 16, 2019 or December 31, 2019; and
9. note in the amount of £2,500,000 convertible into Class A Common Shares based on a conversion price equal to 10% discount to the Purchase Price; the holders of such note have agreed to convert 10% of such note into Class A Common Shares and not convert any additional amount *[DocMoto Acquisition]*.