

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this “**Agreement**”) is made effective as of the 10th day of February, 2025 (the “**Execution Date**”)

AMONG:

HUNTER SALES CO PTY LTD, a company incorporated under the laws of Australia and having a registered office at Level 11, 307 Queen Street, Brisbane, QLD 4000, Australia

(the “**Target**”)

AND:

EACH OF THE SHAREHOLDERS OF THE TARGET, as set out in Schedule “A” attached hereto

(each, a “**Target Shareholder**” and, collectively, the “**Target Shareholders**”)

AND:

CLARA TECHNOLOGIES CORP., a company incorporated under the laws of the Province of British Columbia and having an office located at 34-11551 Kingfisher Dr., Richmond, British Columbia, V7E 3N5, Canada

(the “**Purchaser**”)

WHEREAS:

- A. The Purchaser is a corporation existing under the *Business Corporations Act* (British Columbia) and a reporting issuer in British Columbia and Ontario, and the Purchaser Shares (as defined herein) are listed for trading on the Exchange (as defined herein) under the symbol “CLTE”;
- B. The Target is a private Australian corporation;
- C. The Target Shareholders are, as at the date hereof, the registered and beneficial owners of all of the issued and outstanding Target Shares, which will constitute all of the issued and outstanding Target Securities as at the Closing (as defined herein); and
- D. Upon the terms and subject to the conditions set forth in this Agreement, the Target Shareholders have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Target Shareholders, all of the Target Shareholders’ legal and beneficial interest in the Target Shares, such that, immediately following the Closing, all of the Target Shares will be owned by the Purchaser, and the Target will be a wholly-owned subsidiary of the Purchaser.

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Target, the Target Shareholders and the Purchaser (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, the following words and phrases will have the following meanings:

- (a) “**Affiliate**” means a company that is affiliated with another company as described below. A company is an Affiliate of another company if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person. A company is “controlled” by a person if (a) voting securities of the company are held, other than by way of security only, by or for the benefit of that person, and (b) the voting securities, if voted, entitle the person to elect a majority of the directors of the company. A person beneficially owns securities that are beneficially owned by (a) a company controlled by that person, or (b) an Affiliate of that person or an Affiliate of any company controlled by that person;
- (b) “**Agreement**” means this Share Exchange Agreement, and all of the schedules and other documents attached hereto, as it may from time to time be supplemented or amended;
- (c) “**Applicable Laws**” means, with respect to any Person, any domestic (whether federal, provincial, state, territorial, municipal or local) or foreign statutes, laws, ordinances, rules, administrative interpretations, regulations, Orders, writs, injunctions, directives, judgments, decrees or other requirements of any Governmental Body applicable to such Person or any of its Affiliates or any of their respective properties, assets, employees, consultants or agents (in connection with such employee’s, consultant’s or agent’s activities on behalf of such Person or any of its Affiliates), including Applicable Securities Laws;
- (d) “**Applicable Securities Laws**” means all applicable securities laws in all jurisdictions relevant to the issuance of securities of the Purchaser pursuant to the terms of this Agreement, including the Exchange Policies;
- (e) “**Business Day**” means any day on which commercial banks are generally open for business in the City of Vancouver, British Columbia other than a Saturday, a Sunday or a day observed as a holiday in the City of Vancouver, British Columbia;
- (f) “**Claim**” includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this agreement.
- (g) “**Closing**” means the closing of the Transaction pursuant to the terms of this Agreement;
- (h) “**Closing Date**” means the date of Closing, which is to be no later than March 1, 2025;

- (i) “**Consideration Shares**” means the aggregate of 6,000,000 fully paid and non-assessable Purchaser Shares to be issued to the Target Shareholders at the Closing in accordance with Section 2.1, and “**Consideration Share**” means any one of them;
- (j) “**Consideration Warrants**” means the aggregate of 6,000,000 share purchase warrants, entitling the holders to acquire an equivalent number of Purchaser Shares, at a price of \$0.23 per Purchaser Share, for a period of twenty four months following the Closing Date, to be issued to the Target Shareholders at the Closing in accordance with Section 2.1;
- (k) “**Contract**” means any contract, agreement, option, lease, license, sale and purchase order, commitment, understanding or other right or obligation of any kind, whether written or oral, to which any Party, or any Affiliate thereof, is a party, or is bound or affected, or to which any of its respective properties or assets is subject;
- (l) “**Disclosure Record**” means the disclosure documents of the Purchaser as filed on SEDAR+ under the Purchaser’s profile at www.sedarplus.ca;
- (m) “**Due Diligence End Date**” means March 1, 2025.
- (n) “**Encumbrances**” means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under Sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Target or the Target Securities;
- (o) “**Exchange**” means the Canadian Securities Exchange;
- (p) “**Exchange Policies**” means the rules and policies of the Exchange in effect as at the Closing Date;
- (q) “**Execution Date**” has the meaning set forth on page 1 of this Agreement;
- (r) “**Exemptions**” has the meaning set forth in Section 2.4(a);
- (s) “**Governmental Body**” means: (a) any governing body of any nation, state, province, county, city, town, village, district or other jurisdiction of any nature, (b) federal, state, provincial, local, municipal, foreign or other government, (c) any governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal), (d) any multi-national organization or body, or (e) anybody exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitrator;
- (t) “**Liabilities**” includes all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of whatever description.

- (u) “**Lien**” means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, restriction, assignment, trust or deemed trust, title defect or objection, title retention agreement, option or encumbrance of any nature or kind whatsoever, whether contractual, statutory or otherwise arising, other than: (a) statutory liens for Taxes not yet due and payable, and (b) such imperfections of title, easements and Encumbrances, if any, that will not result in a Material Adverse Effect;
- (v) “**Loss**” means a damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
- (w) “**Major Shareholder**” means Hicky Corp Investments Pty Ltd as trustee for the SSJ Hicks Family Trust;
- (x) “**Material Adverse Effect**” means, when used in connection with a Person, any change, event, violation, inaccuracy, circumstance or effect that is reasonably to be expected to result in losses, individually or in the aggregate, of at least \$50,000, or could reasonably be expected to be materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such Person or any Affiliate thereof, other than any change, event, circumstance or effect to the extent resulting from: (a) the announcement of the execution of this Agreement and the transactions contemplated hereby, (b) changes in legal or regulatory conditions generally affecting the Target Business or the Purchaser Business, except that any such change, effect, event or occurrence will be considered in determining whether there has been, or will be, a Material Adverse Effect if the same disproportionately affects the Target, the Purchaser, the Purchaser Business or the Target Business, or (c) changes in the capital markets generally;
- (y) “**Material Contracts**” means any Contract or other obligation or right (and all amendments, modifications and supplements thereto to which the Target is a party affecting the obligations of the Target thereunder) to which the Target is a party or by which any of its properties or assets are bound that are material to the Target Business, properties or assets of either the Target and to the extent any of the following are material to, as applicable, the Target Business, properties or assets of the Target, all: (a) employment, severance, personal services, consulting, non-competition or indemnification Contracts (including any Contract to which the Target is a party involving employees, as applicable), (b) Contracts granting a right of first refusal or first negotiation, (c) partnership or joint venture Contracts, (d) Contracts for the acquisition, sale, lease, exploration or production of material properties or assets of either the Target (by purchase or sale of assets, shares or otherwise), (e) Contracts with any Governmental Body, (f) loan or credit Contracts, instruments evidencing indebtedness for borrowed money by the Target or any such Contract pursuant to which indebtedness for borrowed money may be incurred, (g) Contracts that purport to limit, curtail or restrict the ability of either the Target to compete in any geographic area or line of business, as applicable, (h) commitments or understandings to enter into any of the foregoing, and (i) all Contracts that provide for annual payments to or from the Target in excess of \$50,000 per annum;
- (z) “**Order**” means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Body;
- (aa) “**Organizational Documents**” means: (a) the certificate of incorporation, articles, bylaws or other constating documents of a Person, (b) any charter or similar document adopted or

filed in connection with the creation, formation or organization of a Person, and (c) any amendment to any of the foregoing;

- (bb) **“Party”** and **“Parties”** have the meaning set forth on page 2 of this Agreement;
- (cc) **“Person”** is to be construed broadly and includes an individual, sole proprietor, corporation, body corporate, partnership, joint venture, association, trust, unincorporated organization, Governmental Body, or any other entity, or any trustee, executor, administrator or other legal representative thereof;
- (dd) **“Proceeding”** means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, heard by or before, or otherwise involving, any Governmental Body;
- (ee) **“Property”** has the meaning set forth on page 1 of this Agreement;
- (ff) **“Purchase Price”** means the aggregate purchase price payable by the Purchaser to the Target Shareholders, which will be payable in accordance with Section 2.1 by the issuance of Consideration Shares;
- (gg) **“Purchaser”** has the meaning set forth on page 1 of this Agreement;
- (hh) **“Purchaser Board”** means the board of directors of the Purchaser;
- (ii) **“Purchaser Business”** means all business conducted by the Purchaser at any time prior to or following the Closing;
- (jj) **“Purchaser Shares”** means the common shares in the capital of the Purchaser, as presently constituted, and **“Purchaser Share”** means any one of them;
- (kk) **“SEDAR+”** means the System for Electronic Document Analysis and Retrieval Plus;
- (ll) **“Target”** has the meaning set forth on page 1 of this Agreement;
- (mm) **“Target Board”** means the board of directors of the Target;
- (nn) **“Target Business”** means all business conducted by the Target at any time prior to the Closing;
- (oo) **“Target Financial Statements”** means the financial statements of the Target for the seven months ended 31 January 2025 and twelve months ended 30 June 2024.
- (pp) **“Target Securities”** means all of the Target Shares and any other securities or other indebtedness of the Target convertible or exercisable into, or exchangeable for, Target Shares;
- (qq) **“Target Shareholder”** has the meaning set forth on page 1 of this Agreement;
- (rr) **“Target Shares”** means all of the issued and outstanding shares in the capital of the Target, being the following shares in the capital of the Target as of the Execution Date: (a) 120 ordinary shares; and (b) 12,000,000 B Class shares;

- (ss) “**Tax**” means, with respect to any Person, any tax, assessment, charge, dues, duty, rate, fee, impost, levy or similar charge of any kind, lawfully levied, assessed or imposed by any Governmental Body, including any income tax (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and capital tax, gross receipts tax, environmental tax or charge, sales tax, use tax, ad valorem tax, value added tax, transfer tax (including, without limitation, any tax relating to the transfer of interests in real property or entities holding interests therein), franchise tax, license tax, withholding tax, health tax, payroll tax, employment tax, pension plan premium, excise tax, severance, social security, workers’ compensation, employment insurance or compensation tax, mandatory pension or other social fund tax or premium, stamp tax, occupation tax, premium tax, property tax, windfall profits tax, alternative or add-on minimum tax, goods and services tax, harmonized sales tax, customs duties or other tax, fee, import, assessment or charge of any kind whatsoever, or any instalment in respect thereof, together with any interest and any penalty or additional amount imposed by any Governmental Body (domestic or foreign) on such Person, and any interest, penalty, additional tax or addition to tax imposed with respect to the foregoing, whether disputed by such Person or not;
- (tt) “**Tax Act**” means the *Income Tax Act* (Canada), as amended and the regulations thereunder, as amended;
- (uu) “**Transaction**” means the acquisition by the Purchaser of all of the Target Securities from the Target Shareholders and all other transactions contemplated by this Agreement;
- (vv) “**Transaction Documents**” means this Agreement and all such further documents, agreements and instruments required to be executed or filed by any Party or any Affiliate thereof to effect the consummation of the acquisition by the Purchaser of all of the Target Securities from the Target Shareholders (all of which will be in form and content reasonably satisfactory to each Party) pursuant to the requirements of Applicable Laws relating to the acquisition by the Purchaser of all of the Target Shares from the Target Shareholders, or by any other Governmental Body having jurisdiction, in order to carry out the terms and objectives of this Agreement;
- (ww) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended; and
- (xx) “**U.S. Person**” means a (a) U.S. Person as that term is defined in Rule 902(o) of Regulation S promulgated under the U.S. Securities Act, (b) any person receiving securities on behalf or for the account or benefit of any “U.S. Person” or any person in the United States, (c) any person that receives or received an offer of the securities while in the United States, (d) any person that is in the United States at the time this Agreement was executed or delivered. “U.S. person” includes but is not limited to (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any partnership or corporation organized outside the United States by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; (iv) any estate or trust of which any executor or administrator or trustee is a U.S. person.

1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) all references in this Agreement to a designated article, section or schedule is to the designated article, section or schedule of or to this Agreement, unless otherwise specifically stated;
- (b) the words “herein”, “hereof” and “hereunder”, and other words of similar import, refer to this Agreement as a whole and not to any particular article, section or schedule;
- (c) the singular of any term includes the plural and vice versa, and the use of any term is equally applicable to any gender and any Person;
- (d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto);
- (e) except as otherwise provided, any reference to a statute includes, and is a reference to, such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;
- (f) where the phrase “to the best of the knowledge of” or phrases of similar import are used in this Agreement, it will be a requirement that the Person in respect of whom the phrase is used will have made such due enquiries as are reasonably necessary to enable such Person to make the statement or disclosure;
- (g) the headings to the articles and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (h) any reference to a corporate entity includes, and is also a reference to, any corporate entity that is a successor to such entity;
- (i) the representations, warranties, covenants and agreements contained in this Agreement will not merge at the Closing and will continue in full force and effect from and after the Closing for the applicable period set out in this Agreement; and
- (j) unless otherwise specifically noted, all references to currency are to Canadian dollars (\$). If it is necessary to convert money from another currency to Canadian dollars, such money will be converted using the exchange rates in effect at the date of payment.

1.3 Schedules

The following are the schedules to this Agreement:

Schedule “A” -- Target Shareholders and Consideration Shares and Consideration Warrants to be received

Schedule “B” -- Target Employees and Consultants

Schedule “C” -- Target IP

ARTICLE 2 **PURCHASE AND SALE**

2.1 Purchase of Target Shares

Subject to the terms and conditions of this Agreement, the Purchaser irrevocably agrees to acquire the Target Shares (which will represent all of the Target Securities outstanding at the Closing) from the Target Shareholders, and each of the Target Shareholders irrevocably agrees to sell, assign and transfer its respective Target Shares to the Purchaser, free and clear of all Liens, on the terms and conditions set forth in this Agreement in consideration for the issuance by the Purchaser of 6,000,000 Consideration Shares and 6,000,000 Consideration Warrants to the Target Shareholders on a pro rata basis, as set out in Schedule “A”, such that immediately following the Closing all of the issued and outstanding Target Securities will be owned by the Purchaser and the Target will become a wholly-owned subsidiary of the Purchaser.

2.2 No Fractional Consideration Shares

Notwithstanding any other provision of this Agreement, no fractional Consideration Shares. In lieu of any such fractional Consideration Shares, any Target Shareholder entitled to receive a fractional number of Consideration Shares will have such fraction rounded down to the nearest whole number of applicable Consideration Shares.

2.3 Restricted Securities

Unless required by Applicable Securities Laws, or the Exchange Policies, the Consideration Shares and the Consideration Warrants will not be subject to any restrictions on resale.

2.4 Exemptions and Disclosure

Each of the Target Shareholders hereby acknowledges and agrees with the Purchaser as follows:

- (a) the transfer of the Target Shares to the Purchaser and the issuance of the Consideration Shares and the Consideration Warrants, as applicable, to the Target Shareholders, will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of Applicable Securities Laws;
- (b) as a consequence of acquiring the Target Shares and issuing the Consideration Shares and the Consideration Warrants pursuant to the Exemptions:
 - (i) the Purchaser is relying on exemptions from the requirements to provide the Target Shareholders with a prospectus and to sell securities through a Person registered to sell securities under Applicable Securities Laws and, as a consequence of

acquiring securities pursuant to such exemptions, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to the Target Shareholders;

- (ii) the Target Shareholders may not receive information that might otherwise be required to be provided to the Target Shareholders, and the Purchaser is relieved from certain obligations that would otherwise apply under Applicable Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (iii) there is no government or other insurance covering the Consideration Shares and the Consideration Warrants;
 - (iv) there are risks associated with the acquisition by the Target Shareholders of the Consideration Shares and the Consideration Warrants; and
 - (v) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares and the Consideration Warrants;
- (c) each of the Target Shareholders is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which applies to the sale of the Target Shares and the issuance of the Consideration Shares and the Consideration Warrants and which may impose restrictions on the resale of such Consideration Shares and the Consideration Warrants in that jurisdiction and it is the responsibility of each Target Shareholder to become aware of what those trade restrictions are, and to comply with them before selling any Consideration Shares or Consideration Warrants; and
- (d) the Consideration Shares and the Consideration Warrants may be subject to certain resale restrictions under Applicable Securities Law, and the Target Shareholders agree to comply with such restrictions and the Target Shareholders also acknowledge that the certificates for the Consideration Shares and the Consideration Warrants may bear an applicable legend or legends respecting restrictions on transfers as required under Applicable Securities Law (or legend notation on each applicable Consideration Share or Consideration Warrant issued electronically in a direct registration system), and that each Target Shareholder has been advised to consult the Target Shareholder's own legal advisor with respect to applicable resale restrictions and that each is solely responsible for complying with such restrictions.
- (e) Each of the Target Shareholders hereby consent to the disclosure of his or her personal information in connection with the transactions contemplated by the Agreement, and acknowledges and consents to the fact that the Target and the Purchaser are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Target Shareholders for the purposes of completing the Agreement and the transactions contemplated thereby. Each of the Target Shareholders acknowledge and consent to the Target and the Purchaser retaining such personal information for as long as permitted or required by law or business practices. Each of the Target Shareholders further acknowledges and consents to the fact that the Target and the Purchaser may be required by Applicable Securities Laws to provide regulatory authorities with any personal information provided by the Target Shareholders in the

Agreement and this Certificate and each of the Target Shareholders further consent to the public disclosure of such information by electronic filing or by any other means

2.5 Application of the Tax Act

The Parties hereby acknowledge and agree that the Transaction is not intended to give rise to any income tax liability whatsoever, and it is their intention that the transactions contemplated hereby be effected pursuant to the provisions of section 85.1 of the Tax Act, unless that provision is inapplicable in respect of any particular Target Shareholder, in which case the non-application of section 85.1 to a particular Target Shareholder is not intended to alter the application of this provision to any other Target Shareholder.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE TARGET SHAREHOLDERS

As of the Execution Date and the Closing Date, each of the Target Shareholders make the following representations to the Purchaser with respect to itself and not with respect to any other Target Shareholder, and acknowledge and agree that the Purchaser is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement:

3.1 Ownership of Target Shares.

- (a) The Target Shareholder is the registered and beneficial owner of the number of Target Shares listed next to its name in Schedule "A", free and clear of any Lien, and as at the Closing, the Target Shareholder shall have no interest, legal or beneficial, direct or indirect, in any other Target Securities, or the assets of the Target Business.
- (b) No Person has or will have any Contract or option to acquire, or any right capable at any time of becoming a Contract to purchase or otherwise acquire, the Target Shares held by the Target Shareholder, or to require the Target Shareholder to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Target Shares held by the Target Shareholder, other than under the Agreement.

3.2 Authority

The Target Shareholder has the legal capacity and competence to enter into the Agreement and to take all actions required pursuant hereto and, if it is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Target Shareholder, and to transfer the beneficial title and ownership of the Target Shareholder's respective Target Shares to the Purchaser.

3.3 No Conflict

- (a) The entering into of the Agreement and the transactions contemplated thereunder do not result in the violation of any of the terms and provisions of any Applicable Laws, or, if applicable, the Organizational Documents of, the Target Shareholder or of any Contract or other arrangement, written or oral, to which the Target Shareholder may be a party or by which the Target Shareholder is or may be bound.
- (b) It has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of the acquisition of the Consideration Shares and the Consideration Warrants and applicable resale restrictions, and it is solely responsible (and neither the Purchaser nor

the Target is in any way responsible) for compliance with applicable resale restrictions with respect to the Consideration Shares and the Consideration Warrants.

3.4 Survival

The representations and warranties of the Target Shareholders under this Article 3 will survive the Closing for a period of 2 years.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES OF THE TARGET AND THE MAJOR** **SHAREHOLDER**

As of the Execution Date and the Closing Date, each of the Target and the Major Shareholder make the following representations to the Purchaser, and acknowledge and agree that the Purchaser is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement:

4.1 Organization and Good Standing of the Target

- (a) The Target is a corporation duly organized, validly existing and in good standing under the laws of Australia.
- (b) The Target has full corporate power, authority and capacity to conduct its business as it has been and is presently conducted, to own, operate or use the properties and assets that it purports to own, operate or use, and to perform all of its obligations under any applicable Contracts.

4.2 Capitalization of the Target

- (a) The authorized share capital of the Target consists of an unlimited number of common shares and B Class shares, of which, as of the Execution Date, only the Target Shares are issued and outstanding and constitute the Target Shares to be purchased by the Purchaser subject to the terms and conditions of this Agreement. All of the Target Shares have been duly authorized, are validly issued, fully paid and non-assessable.
- (b) All Target Shares have been issued in compliance with all Applicable Laws. None of the Target Shares were issued in violation of any agreement, arrangement or commitment to which the Target is a party or is subject to or in violation of any pre-emptive or similar rights of any Person.
- (c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares or other securities in the capital of the Target or obligating the Target to issue or sell any shares or other securities of, or any other interest in, the Target. The Target does not have outstanding or authorized any share appreciation, phantom share, profit participation, equity compensation plans or similar rights. There are no voting trusts or agreements, pooling agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Target Shares.

4.3 Absence of Rights to Acquire Securities

No Person has any Contract or right, present or future, contingent, absolute or capable of becoming a Contract, or right, or which, with the passage of time or the occurrence of any event could become a Contract or right:

- (a) to require the Target to issue any further or other shares in its capital or any other security convertible or exchangeable into shares in their respective capital or to convert or exchange any securities into or for shares in their respective capital;
- (b) for the issue or allotment of any unissued shares in the capital of either the Target;
- (c) to require the Target to purchase, redeem or otherwise acquire any of the issued and outstanding shares in the capital of the Target, as applicable; or
- (d) to acquire the Target Shares or any of them.

4.4 Authority

The Target has all requisite power and authority to execute and deliver the Transaction Documents to be signed by it, to perform its obligations thereunder, and to consummate the transactions contemplated hereby. No other corporate or shareholder actions on the part of the Target are necessary to authorize the Transaction Documents or to consummate the Transaction. This Agreement has been, and the other Transaction Documents when executed and delivered by the Target as contemplated by this Agreement will be, duly executed and delivered by the Target, and this Agreement is, and the other Transaction Documents when executed and delivered by the Target as contemplated hereby will be, valid and binding obligations of the Target, enforceable against the Target in accordance with their respective terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

4.5 No Conflict

Neither the execution and delivery of this Agreement, nor the consummation or performance of any of the transactions contemplated herein, will, directly or indirectly (with or without notice or lapse of time or both):

- (a) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of either the Target, any Target Shareholder, or any resolution adopted by the Target Board;
- (b) contravene, conflict with, or result in a violation of, any Applicable Laws to which the Target or a Target Shareholder may be subject;
- (c) contravene, conflict with, or result in a violation of, any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any governmental authorization that is held by the Target, or that otherwise relates to the Target Business, as applicable;
- (d) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Material Contract;

- (e) result in the imposition or creation of any Liens upon or with respect to any of the Target Shares; or
- (f) require either the Target to obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated herein and the consent of the Target's shareholders.

4.6 No Shareholders' Agreement

There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of the securities of the Target.

4.7 Subsidiaries

The Target has no subsidiaries.

4.8 Employees and Consultants

The Target has no employees or consultants other than those listed in Schedule "B", and the material terms of their governing agreements are summarized therein. There are no change of control or similar provisions in any such agreements, and no employee or consultant is entitled to any payment or compensation in connection with the entering into of this Agreement or the fulfillment of the transactions contemplated herein.

4.9 Partnerships or Joint Ventures

The Target is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement, and is not party to any agreement under which it agrees to carry on any part of the Target Business or any other activity in such manner, or by which the Target agrees to share any revenue or profit with any other Person.

4.10 Financial Statements

The Target Financial Statements have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Target, as of the date thereof, and there have been no material adverse change in the financial position of the Target since the date thereof and the business of the Target has been carried on in the usual and ordinary course consistent with past practice since the date thereof, except as set forth in the Target Financial Statements.

4.11 Tax Returns

All tax returns and reports of the Target required by law to have been filed have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of the Target have been paid; adequate provision has been made for taxes payable by the Target for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever due and payable by the Target; the Target is not aware of any contingent tax liabilities of the Target of any kind whatsoever or any grounds which would prompt a reassessment of the Target.

4.12 Title to Personal Property

The Target possesses, and has good and marketable title to, all personal property reasonably necessary for the continued operation of the Target Business, as presently conducted and as represented to the Purchaser. All such property is in reasonably good operating condition (normal wear and tear excepted) and is reasonably fit for the purposes for which such property is presently used. All material equipment, furniture, fixtures and other tangible personal property and other assets reasonably necessary for the continued operation of the Target Business, as presently conducted and as represented to the Purchaser are owned by the Target free and clear of all Liens.

4.13 Title to Real Property

The Target has no tangible real property.

4.14 Material Contracts

The Target is not a party to any Material Contracts.

4.15 Intellectual Property

- (a) Schedule “C” contains a complete list of the all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software inventions, designs and other industrial or intellectual property of any kind or nature whatsoever used in the Target Business (the “**Target IP**”), and except as noted Schedule “C”, the Target is the sole legal and beneficial owner of, has good and marketable title to, and owns all right, title and interest in all Target IP free and clear of all encumbrances, charges, covenants, conditions, options to purchase and restrictions or other adverse claims or interest of any kind or, and the Target has no knowledge of any claim of adverse ownership in respect thereof. No consent of any person other than the Target is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Target IP.
- (b) The Target has not received any notice or claim (whether written, oral or otherwise) challenging the Target’s ownership or right to use any of the Target IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the knowledge of the Target, is there a reasonable basis for any claim that any person other than IC Group has any material claim of legal or beneficial ownership or other claim or interest in any of the Target IP.
- (c) So far as the Major Shareholder is aware: (i) the conduct of the business has not and does not infringe, violate or misappropriate any intellectual property right of any person in any material manner; and (ii) no person has interfered with, infringed upon, misappropriated, illegally exported, or violated any rights with respect to the Target IP in any material manner.

4.16 No Related Party Transactions

The Target has no loans or indebtedness outstanding which have been made to or from directors, former directors, officers, consultants, shareholders and employees of the Target or to any person or corporate body not dealing at arm's length with any of the foregoing;

4.17 Consents

No authorization, approval, order, license, permit or consent of any Governmental Body or any other Person, and no registration, declaration or filing by the Target with any such Governmental Body or other Person, other than that of the Exchange, is required in order for the Target to:

- (a) consummate the Transaction;
- (b) execute and deliver all of the documents and instruments to be delivered by it;
- (c) duly perform and observe the terms and provisions of this Agreement; or
- (d) render this Agreement legal, valid, binding and enforceable.

4.18 Compliance with Legal Requirements

- (a) The Target is, and at all times has been, in full compliance with all requirements of each Governmental Body required for the operation of the Target Business.
- (b) So far as the Major Shareholder is aware, no event has occurred or circumstance exists that may (with or without notice or lapse of time) constitute or result, directly or indirectly, in a violation of, or a failure to comply with, any requirement of any Governmental Body required for the operation of the Target Business, or may result directly or indirectly, in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any authorization of any Governmental Body required for the operation of the Target Business.
- (c) The Target has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any requirement of any Governmental Body, or any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification of any authorization of any Governmental Body.
- (d) So far as the Major Shareholder is aware, all applications required to have been filed for the renewal of any authorizations required from any Governmental Body for the operation of the Target Business have been duly filed on a timely basis with each applicable Governmental Body, and all other filings required to have been made with respect to such authorizations have been duly made on a timely basis with each applicable Governmental Body.

4.19 Legal Proceedings

- (a) There is no pending Proceeding:
 - (i) that has been commenced by or against the Target or that otherwise relates to or may affect the Target Business; or
 - (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated herein.
- (b) So far as the Major Shareholder is aware, no Proceeding has been threatened against the Target or with respect to the Target Business, and no event has occurred or circumstance

exists, that may give rise to or serve as a basis for the commencement of any such Proceeding.

- (c) There is no Order to which any of the Target or the Target Business is subject.

4.20 Survival

The representations and warranties of the Target and under this Article 4 will survive the Closing for a period of 2 years.

ARTICLE 5 **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

As of the Execution Date and the Closing Date, and except as set forth in the Disclosure Record, the Purchaser makes the following representations to the Target and the Target Shareholders and acknowledges and agrees that the Target and the Target Shareholders are relying upon such representations and warranties, each of which is qualified in its entirety by the matters described in the Disclosure Record, in connection with the execution, delivery and performance of this Agreement:

5.1 Organization and Good Standing

- (a) The Purchaser is a corporation duly organized, validly existing and in good standing under the *Business Corporations Act* (British Columbia).
- (b) The Purchaser has full corporate power, authority and capacity to conduct its business as presently conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under any applicable Contracts.
- (c) The Purchaser is duly qualified to do business as a corporation and is in good standing under the laws of such jurisdiction in which the failure to be so registered would be likely to result in a Material Adverse Effect on the Purchaser.

5.2 Capitalization

- (a) The authorized share capital of the Purchaser, as at the Execution Date, consists of an unlimited number of common shares without par value, of which ● Purchaser Shares are currently issued and outstanding. All of the outstanding Purchaser Shares have been duly authorized and validly issued and are fully paid and non-assessable.
- (b) All of the outstanding Purchaser Shares have been issued in compliance with all Applicable Laws.
- (c) The Purchaser does not own, or have any contract to acquire, any equity securities or other securities of any Person, or any direct or indirect equity or ownership interest in any other business, other than as contemplated by this Agreement and the Disclosure Record. There are no Contracts purporting to restrict the transfer of any of the issued and outstanding Purchaser Shares, nor any Contracts restricting or affecting the voting of any of the securities of the Purchaser, to which the Purchaser is a party or of which the Purchaser is aware.

5.3 Absence of Rights to Acquire Securities

Except as set out in the Disclosure Record, there are no outstanding options, warrants, subscriptions, conversion rights, or other rights, agreements, resolutions or commitments obligating the Purchaser to issue any additional securities of the Purchaser, or any other securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire from the Purchaser any securities of the Purchaser.

5.4 Authority

The Purchaser has all requisite corporate power and authority to execute and deliver the Transaction Documents to be signed by the Purchaser, to perform its obligations thereunder, and to consummate the transactions contemplated thereby. The execution and delivery of each of the Transaction Documents by the Purchaser and the consummation of the transactions contemplated hereby have been duly authorized by the Purchaser Board. No other corporate or shareholder proceedings on the part of the Purchaser are necessary to authorize such documents or to consummate the transactions contemplated hereby. This Agreement has been, and the other Transaction Documents when executed and delivered by the Purchaser as contemplated by this Agreement will be, duly executed and delivered by the Purchaser, and this Agreement is, and the other Transaction Documents when executed and delivered by the Purchaser as contemplated hereby will be, valid and binding obligations of the Purchaser enforceable in accordance with their respective terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

5.5 Validity of Consideration Shares

The Consideration Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued, fully paid and non-assessable.

5.6 Non-Contravention

Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated herein, will:

- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any Lien upon any of the material properties or assets of the Purchaser under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, Order, decree, statute, law, ordinance, rule or regulation applicable to the Purchaser or its material property or assets;
- (b) violate any provision of the Organizational Documents of the Purchaser or any Applicable Laws; or
- (c) violate any Order of any Governmental Body applicable to the Purchaser or any of its material property or assets.

5.7 Compliance

- (a) To the best knowledge of the Purchaser, the Purchaser is in compliance with, is not in default or violation in any material respect under, and has not been charged with or received any notice at any time of any material violation of, any Applicable Laws related to the Purchaser Business.
- (b) To the best knowledge of the Purchaser, the Purchaser is not subject to any Order entered in any Proceeding applicable to the Purchaser Business that would have a Material Adverse Effect on the Purchaser.
- (c) The Purchaser has duly filed all reports and returns required to be filed by it with any applicable Governmental Body and has obtained all governmental permits and other governmental consents, except as may be required after the Execution Date. All of such permits and consents are in full force and effect, and no Proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or, to the best knowledge of the Purchaser, threatened, and none of them will be affected in a material adverse manner by the consummation of the Transaction.

5.8 Compliance with Legal Requirements

- (a) The Purchaser is, and at all times has been, in full compliance with all requirements of each Governmental Body required for the operation of the Purchaser Business.
- (b) To the knowledge of the Purchaser no event has occurred or circumstance exists that may (with or without notice or lapse of time) constitute or result, directly or indirectly, in a violation of, or a failure to comply with, any requirement of any Governmental Body required for the operation of the Purchaser Business, or may result directly or indirectly, in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any authorization of any Governmental Body required for the operation of the Purchaser Business.
- (c) The Purchaser has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any requirement of any Governmental Body, or any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification of any authorization of any Governmental Body.
- (d) To the knowledge of the Purchaser, all applications required to have been filed for the renewal of any authorizations required from any Governmental Body for the operation of the Purchaser Business have been duly filed on a timely basis with each applicable Governmental Body, and all other filings required to have been made with respect to such authorizations have been duly made on a timely basis with each applicable Governmental Body.

5.9 Legal Proceedings

- (a) There is no pending Proceeding:
 - (i) that has been commenced by or against the Purchaser or that otherwise relates to or may affect the Purchaser Business or any of Purchaser's assets; or

- (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated herein.
- (b) To the knowledge of the Purchaser, no Proceeding has been threatened against the Purchaser or with respect to the Purchaser Business, and no event has occurred or circumstance exists, that may give rise to or serve as a basis for the commencement of any such Proceeding.
- (c) There is no Order to which any of the Purchaser, the Purchaser Business or any of Purchaser's assets is subject.

5.10 Reporting Status

The Purchaser is a reporting issuer in good standing in the provinces of British Columbia and Ontario. The Purchaser Shares are listed on the Exchange and the Purchaser is in material compliance with the Exchange Policies.

5.11 Disclosure Record

As of their respective dates, the documents comprising the Disclosure Record were filed and complied in all material respects with the requirements of the Applicable Securities Laws. The Disclosure Record includes all of the documents and reports that the Purchaser was required to file under Applicable Securities Laws. As of the time filed on SEDAR+ (or, if amended or suspended by a filing prior to the Execution Date, then on the date of such filing) none of the Disclosure Record contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5.12 Survival

The representations and warranties of the Purchaser in this Article 5 will survive for a period of 2 years from the Closing Date.

ARTICLE 6 **LIMITATION OF LIABILITY OF TARGET SHAREHOLDERS**

6.1 Qualifications

The Purchaser cannot claim that any fact, matter or circumstance causes:

- (a) any Loss to the Purchaser;
- (b) the warranties set out in Article 3 and Article 4 to be false; or
- (c) the warranties set out in Article 3 and Article 4 to be breached,

if the fact, matter or circumstance:

- (a) relates to any Liability to the extent provided for in the Target Financial Statements;

6.2 Awareness

Where a warranty set out in Article 3 and Article 4 is given “so far as the Target Shareholders are aware” or with a similar qualification as to the Target Shareholders’ awareness or knowledge, the Target Shareholder will only be deemed to know or be aware of a particular fact, matter or circumstance if the Target Shareholder is actually aware of that fact, matter or circumstance on the date the warranty set out in Article 3 and Article 4 is given, after making reasonable enquiry.

6.3 Future events

The Target Shareholders will not be liable under, or in connection with this agreement, for any Loss of, or Claim against the Purchaser or the Company to the extent attributable to:

- (a) a change of law or interpretation of law;
- (b) a change in the policies or practices of any Governmental Body; or
- (c) the enactment of any legislation or the announcement by a government of its intention to enact any legislation,

after the date of this agreement whether or not they have retrospective effect.

6.4 Financial limits on Claims

The Target Shareholders have no Liability for a Claim for a breach of a warranty set out in Article 3 and Article 4 or otherwise under or in connection with this agreement:

- (a) unless the amount of the Claim exceeds \$10,000 (“**Threshold Amount**”), in which event the Purchaser may claim the amount and not just the amount in excess of the Threshold Amount.

6.5 Maximum Liability for claims

The maximum aggregate amount recoverable by the Purchaser from the Target Shareholders in respect of all Losses and Claims for breach of a warranty set out in Article 3 or in connection with this agreement is 100% of the value of the Consideration Shares received by such Target Shareholder.

6.6 Reimbursement for amounts recovered

The Purchaser will reimburse the Target Shareholders for amounts paid by the Target Shareholders to the Purchaser in respect of any Loss or Claim under or in connection with this agreement to the extent to which the same is recovered by the Purchaser or the Company from any third party, including but not limited to suppliers, manufacturers or insurers.

6.7 Consequential loss excluded

Any Claim by the Purchaser under this agreement is excluded to the extent that it is for indirect or consequential loss or damage however arising, or for punitive or exemplary damages.

6.8 Warranties do not apply to forecasts or projections

The Purchaser acknowledges and agrees that the warranties set out in Article 3 and Article 4 do not apply to any financial forecasts, projections, opinions of future performance or other statements relating to

financial prospects, supply arrangements or the clients of the Target Business that have been provided by the Target Shareholders or its advisers or representatives. No warranty is given, or representation made, that any such financial forecasts, projections or opinions will be met or achieved, or that any client will continue as a client of the Purchaser. Any such information that has been provided to the Purchaser was provided for information purposes only.

ARTICLE 7 **CLOSING**

7.1 Closing Date and Location

The Transaction will be completed on the Closing Date, at such location and time as is mutually agreed to by the Purchaser and the Target. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by undertakings or the email exchange of documents between the respective legal counsel for the Purchaser and the Target, provided such undertakings and exchanges are satisfactory to each Party's respective legal counsel.

7.2 Target and Target Shareholder Closing Documents

At the Closing, the Target and the Target Shareholders will deliver, or cause to be delivered, to the Purchaser the documents set forth in Section 8.1, and such other documents as the Purchaser may reasonably require to effect the Transaction.

7.3 Purchaser Closing Documents

At the Closing, the Purchaser will deliver, or cause to be delivered, to the Target and the Target Shareholders the documents set forth in Section 9.1, and such other documents as the Target or the Target Shareholders may reasonably require to effect the Transaction.

ARTICLE 8 **PURCHASER'S CONDITIONS PRECEDENT**

8.1 Purchaser's Conditions Precedent

The obligation of the Purchaser to complete the Transaction will be subject to the satisfaction or waiver of, at or before the Closing, the following conditions precedent:

- (a) the representations and warranties of the Target and the Target Shareholders set forth in this Agreement being true, correct and complete in all material respects as of the Closing and with the same effect as if made at and as of the Closing;
- (b) the Target and the Target Shareholders having performed and complied with all of their respective material obligations, covenants and agreements required hereunder;
- (c) the Purchaser having been given reasonable opportunity to perform the searches and other due diligence reasonable or customary in a transaction of a similar nature to the Transaction, and the Purchaser and its advisors being satisfied with the results of such due diligence by no later than the Due Diligence End Date;
- (d) the Purchaser being satisfied, by no later than the Due Diligence End Date, that its due diligence, analysis and other customary examinations that it has performed regarding the financial position of the Target and the Target Business are consistent, in all material respects, with the representations and warranties of the Target set forth in this Agreement;

- (e) this Agreement and the Transaction Documents, all in form and substance reasonably satisfactory to the Purchaser, having been executed and delivered to the Purchaser;
- (f) all of the outstanding Target Shares will be exchanged for Consideration Shares in accordance with the terms hereof;
- (g) no injunction or restraining order of any court or administrative tribunal of competent jurisdiction being in effect prohibiting the Transaction, and no action or Proceeding having been instituted or be pending before any court or administrative tribunal to restrain or prohibit the Transaction;
- (h) no claim having been asserted or made that any Person (other than the Purchaser or the Target Shareholders) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the Target Shares, or any other voting, equity, or ownership interest in, the Target, or (other than the Target Shareholders) are entitled to all or any portion of the Consideration Shares;
- (i) all consents, renunciations, authorizations or approvals of each applicable Governmental Body and any other Person which, in the Purchaser's reasonable opinion, must be obtained prior to the Closing in order to give effect to: (i) the purchase of the Target Shares and the Transaction; (ii) all other transactions related to the foregoing having been obtained to the Purchaser's satisfaction or in accordance with any applicable Contracts or Applicable Laws;
- (j) the Target and the Target Shareholders having taken all proper steps, actions and corporate proceedings to approve the Transaction, including passing any resolutions required to ensure that the Target Shares will be transferred to the Purchaser free and clear of any Encumbrances, adverse claim, right or interest;
- (k) an exemption from the prospectus requirements of Applicable Securities Laws being available for the issuance of the Consideration Shares, as applicable;
- (l) the Purchaser having received from the Target and the Target Shareholders the following Transaction Documents:
 - (i) certified copies of resolutions of the Target Board, approving: (A) the entry into, and the Closing of, this Agreement and the transactions contemplated hereby, (B) the transfer of the Target Shares to the Purchaser, (C) the registration of the Target Shares in the name of the Purchaser, (D) the issue of certificates representing the Target Shares registered in the name of the Purchaser, and (E) all other matters contemplated by this Agreement,
 - (ii) a certificate executed by an officer of the Target certifying that: (A) the Target has performed and complied with all of its material obligations, covenants and agreements required hereunder, and (B) all conditions precedent of the Target for completion of the transactions contemplated herein have been satisfied or waived,
 - (iii) all such instruments of transfer, duly executed, which in the opinion of the Purchaser acting reasonably are necessary to effect and evidence the transfer of the Target Shares to the Purchaser, free and clear of all Liens,

- (iv) a certified copy of the central securities register of the Target evidencing the Purchaser as the sole registered owner of the Target Shares, and
- (v) the corporate minute books and all other books and records of the Target;
- (m) no Material Adverse Effect having occurred in connection with the Target Business or the Target; and
- (n) the Exchange (or such other recognized Canadian securities exchange upon which the Purchaser Shares are then listed) shall have not objected to the Transaction including the listing on the Exchange of the Purchaser Shares to be issued pursuant to the Transaction, under the Exchange Policies and such other matters as may require Exchange approval in order to give effect to the transactions contemplated hereby, if applicable.

8.2 Waiver/Survival

The conditions set forth in this Article 8 are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing, in whole or in part, on or before the Closing, and the Closing will be deemed to mean a waiver of all conditions of the Purchaser to the Closing. Notwithstanding any such waiver, the completion of the transactions contemplated by this Agreement will not prejudice or affect in any way the rights of the Purchaser in respect of the warranties and representations of the Target in this Agreement, and the representations and warranties of the Target in this Agreement will survive the Closing for the applicable period set out in Section 4.20.

8.3 Covenant of the Target and the Target Shareholders

The Target covenant to deliver to the Purchaser on or before the Closing Date all of the Closing documentation set out in Section 8.1, and such other documents as the Purchaser may reasonably require to effect the transactions contemplated hereby.

ARTICLE 9

TARGET'S CONDITIONS PRECEDENT

9.1 Target's Conditions Precedent

The obligation of the Target to complete the Transaction will be subject to the satisfaction of or waiver of, at or before the Closing, the following conditions precedent:

- (a) the representations and warranties of the Purchaser set forth in this Agreement being true, correct and complete in all respects as of the Closing and with the same effect as if made at and as of Closing, except for the representation as to the number of the Purchaser Shares issued and outstanding as set forth in Section 5.2(a);
- (b) the Purchaser having performed and complied with all of the obligations, covenants and agreements to be performed and complied with by it hereunder;
- (c) the Target having been given reasonable opportunity to perform the searches and other due diligence reasonable or customary in a transaction of a similar nature to the Transaction, and the Target and its advisors being satisfied with the results of such due diligence by no later than the Due Diligence End Date;
- (d) the Target being satisfied, by no later than the Due Diligence End Date, that its due diligence, analysis and other customary examinations that it has performed regarding the

financial position of the Purchaser and the Purchaser Business are consistent, in all material respects, with the representations and warranties of the Purchaser set forth in this Agreement;

- (e) the Consideration Shares issuable as set forth in Section 2.1 being issued, as fully paid and non-assessable Purchaser Shares, free and clear of any and all Encumbrances, Liens, charges and demands of whatsoever nature under Applicable Laws, except those imposed pursuant to this Agreement, to the Target Shareholders pro rata as set out in Schedule “A”, and under to Applicable Securities Laws;
- (f) no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its directors or officers, shall have been commenced or threatened by any officer or official of the Exchange or any securities commission, or similar regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on the Purchaser;
- (g) the Target having received from the Purchaser:
 - (i) certified copies of resolutions of the Purchaser Board and the holders of the Purchaser Shares, if applicable, authorizing the entry into, and the Closing, of this Agreement including the issuance of the Consideration Shares and the Consideration Warrants,
 - (ii) a certificate executed by an officer of the Purchaser certifying that: (A) the Purchaser has performed and complied with all of its material obligations, covenants and agreements required hereunder, and (B) all conditions precedent of the Purchaser for completion of the transactions contemplated herein have been satisfied or waived;
- (h) the Purchaser Board and the holders of the Purchaser Shares, if applicable, having approved the entry into, and the Closing, of this Agreement and the Transaction, including the issuance of the Consideration Shares and the Consideration Warrants;
- (i) the Target and the Target Shareholders having taken all proper steps, actions and corporate proceedings to approve the Transaction, including passing any resolutions required to ensure that the Target Shares will be transferred to the Purchaser free and clear of any Encumbrances, adverse claim, right or interest;
- (j) no Proceedings pending or threatened to enjoin, restrict or prohibit the Transaction;
- (k) no Material Adverse Effect having occurred in connection with the Purchaser Business or the Purchaser;
- (l) the Target having obtained any necessary consents from any third party, as applicable, in order to consummate the Transaction; and
- (m) the Target and the Target Shareholders having reviewed, and being satisfied with, the tax and securities implications of the Transaction.

9.2 Waiver/Survival

The conditions set forth in this Article 9 are for the exclusive benefit of the Target and may be waived in whole or in part, on or before the Closing, by written notice from the Target, and the Closing will be deemed

to mean a waiver of all conditions of the Target to Closing. Notwithstanding any such waiver, completion of the transactions contemplated by this Agreement by the Target will not prejudice or affect in any way the rights of the Target in respect of the warranties and representations of the Purchaser set forth in this Agreement, and the representations and warranties of the Purchaser in this Agreement will survive the Closing for the applicable period set out in Section 5.12.

9.3 Covenant of the Purchaser

The Purchaser covenants to deliver to the Target on or before the Closing Date all of the Closing documentation set out in Section 9.1, and such other documents as the Target may reasonably require to effect the transactions contemplated hereby.

ARTICLE 10

ADDITIONAL COVENANTS OF THE PARTIES

10.1 Mutual Covenants

Each of the Parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any Governmental Authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, the Parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the Parties to complete the Transaction;
- (b) to use commercially reasonable efforts to obtain, before the Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, the Exchange, Governmental Bodies, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; neither the Purchaser nor the Target will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the other Parties, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other Parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (e) to co-operate with each of the other Parties hereto in good faith in order to ensure the timely completion of the Transaction; and

- (f) to use commercially reasonable efforts to co-operate with each of the other Parties hereto in connection with the performance by the other of its obligations under this Agreement.

10.2 Covenants of the Purchaser

The Purchaser covenants and agrees with the Target that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 11, it will:

- (a) in a timely and expeditious manner:
 - (i) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (ii) file and/or deliver any document or documents required pursuant to Applicable Laws and/or the rules and policies of the Exchange in connection with the Transaction as contemplated herein after the Closing;
- (b) make available and afford the Target and its authorized representatives and, if requested by the Target, provide a copy of all title documents, Contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Purchaser. The Purchaser will afford the Target and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Purchaser's property, assets, undertaking, records and documents. At the request of the Target, the Purchaser will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser's business and any of its property or to enable the Target and its authorized representatives to obtain full access to all files and records relating to any of the assets of the Purchaser maintained by any Governmental Bodies. The obligations in this Section 10.2 are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of the Target under this Section 10.2 will not mitigate or otherwise affect the representations and warranties of the Purchaser hereunder;
- (c) to the extent necessary, make the necessary filings with the Exchange;
- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to the Target (on behalf of itself and the Shareholder) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (e) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

- (f) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its Organizational Documents as the same exist at the date of this Agreement;
- (g) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
- (h) take all necessary corporate action and proceedings to approve and authorize the issuance of the Consideration Shares and the Consideration Warrants to the Target Shareholders; and
- (i) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Consideration Shares and the Consideration Warrants to the Target Shareholders on a basis exempt from the prospectus and registration requirements of the Applicable Securities Laws of the province of Canada in which the Target Shareholder is resident.

10.3 Covenants of the Target

The Target covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 11, the Target will:

- (a) not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid,” exempt or otherwise, within the meaning of the regulations promulgated under the *Securities Act* (British Columbia), for securities or assets of the Target, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event, the Target, including any of its officers, directors or shareholders, receives any form of offer or inquiry, the Target shall forthwith (in any event within one business day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request;
- (b) make available and afford the Purchaser and its authorized representatives and, if reasonably requested by the Purchaser, provide a copy of all title documents, Contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Target. The Target

will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Target's property, assets, undertaking, records and documents. At the reasonable request of the Purchaser, the Target will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Target's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of the Target maintained by governmental or other public authorities. The obligations in this Section 10.3 are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Target will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 10.3 will not mitigate or otherwise affect the representations and warranties of the Target hereunder;

- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Target will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Target in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (d) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (e) except as otherwise contemplated or permitted by this Agreement, during the period from the Execution Date to the Closing Date, the Target will not do any of the following:
 - (i) enter into any transaction which would constitute a breach of the Target's representations, warranties or agreements contained herein;
 - (ii) increase the salaries or other compensation of, or make any advance (excluding advances for ordinary and necessary business expenses) or loan to, any of its directors or officers, or make any increase in, or any addition to, other benefits to which any of its directors or officers may be entitled;
 - (iii) create, incur, assume or guarantee any indebtedness for money borrowed, or mortgaged or pledged by the Target or a third party, and will not subject any of the material assets or properties of the Target to any mortgage, lien, pledge, security interest, conditional sales contract or other Lien related to any such indebtedness for money borrowed;
 - (iv) declare, set aside or pay any dividend or make or agree to make any other distribution or payment in respect of the Target Shares or redeem, repurchase or otherwise acquire or agree to redeem, purchase or acquire any of the Target Shares or other equity securities of the Target; or
 - (v) pay any amount (other than salaries in the ordinary course of business) to any related party of the Target;

- (f) comply with all laws affecting the operation of the Target Business and pay all required Taxes;
- (g) not take any action or omit to take any action which would, or would reasonably be expected to, result in a breach of or render untrue any representation, warranty, covenant or other obligation of the Target contained herein;
- (h) use commercially reasonable efforts to preserve intact the Target Business and the assets, operations and affairs of the Target and carry on the Target Business and the affairs of the Target substantially as currently conducted, and use commercially reasonable efforts to promote and preserve for the Purchaser the goodwill of suppliers, customers and others having business relations with the Target;
- (i) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its Organizational Documents as the same exist at the date of this Agreement;
- (j) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) increase or decrease its paid-up capital or purchase or redeem any of the Target Shares;
 - (ii) issue or enter into any commitment to issue any Target Shares or securities convertible into, or rights, warrants or options to acquire any Target Shares;
 - (iii) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Target (including those that are convertible or exchangeable into securities of the Target), other than as contemplated under this Agreement; and
- (k) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Target Shares to the Purchaser.

10.4 Covenants of the Target Shareholders

Each of the Target Shareholders covenants and agrees with the other Parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 11, each will:

- (a) subject to Applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

- (b) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Target Shares to the Purchaser; and
- (c) not encumber in any manner the Target Shares and ensure that at the time of Closing the Target Shares are free and clear of all Liens, demands, claims and other Encumbrances whatsoever.

ARTICLE 11

TERMINATION

11.1 Termination

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

- (a) mutual written agreement of the Purchaser and the Target;
- (b) the Purchaser, if there has been a breach by the Target or a Target Shareholder of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of the Target or a Target Shareholder that is not cured, to the reasonable satisfaction of the Purchaser, within 10 Business Days after notice of such breach is given by the Purchaser to the Target (except that no cure period will be provided for a breach by the Target or a Target Shareholder that, by its nature, cannot be cured);
- (c) the Target, if there has been a breach by the Purchaser of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of the Purchaser that is not cured, to the reasonable satisfaction of the Target within 10 Business Days after notice of such breach is given by the Target to the Purchaser (except that no cure period will be provided for a breach by the Purchaser that by its nature cannot be cured); or
- (d) either the Purchaser or the Target, if the Closing Date has not occurred on or before March 30, 2025, unless an extension to such date is agreed to in writing by the Purchaser and the Target, or if any Order of a Governmental Body of competent authority preventing the consummation of the transactions contemplated by this Agreement has become final and non-appealable.

11.2 Agreement of No Further Force or Effect

If either the Purchaser or the Target wishes to terminate this Agreement pursuant to Section 11.1 (other than pursuant to Section 11.1(a)), such Party shall give written notice of such termination to the other Party. In the event of the termination of this Agreement as provided in Section 11.1, this Agreement will be of no further force or effect, except as otherwise expressly contemplated hereby and provided that the provisions in Sections 11.2, 12.1, 12.3, 12.5, 12.7 and 12.9 shall survive any termination hereof; and provided further that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations under this Agreement.

ARTICLE 12

GENERAL

12.1 Expenses

Each Party will be responsible for and bear all of its own costs and expenses (including those of such Party's employees, representatives (including any financial or other advisers) agents, brokers and finders, and any

Affiliates thereof) incurred in connection with the preparation of this Agreement and the transactions contemplated by this Agreement.

12.2 Assignment

No Party may assign any of its respective rights under this Agreement without the prior consent of each of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of each of the Parties, as applicable. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and assigns, as applicable.

12.3 Notices

Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the following address or number:

If to the Purchaser:

Clara Technologies Corp.

[REDACTED]

Attention: Gerald Tritt

Email: [REDACTED]

If to the Target and the Target Shareholders:

Hunter Sales CO Pty Ltd

[REDACTED]

Attention: Jonah Michael Hicks

Email: [REDACTED]

(or to such other address or email as any Party may specify by notice in writing to the others).

Any notice delivered or sent by email or other means of electronic communication capable of producing a printed copy on a Business Day will be deemed conclusively to have been effectively given on the day the notice was sent if received on or before 5:00 p.m. (Vancouver time) on such day; otherwise it shall be deemed to have been received by 9:00 a.m. (Vancouver time) on the next Business Day.

Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third Business Day after posting; but if at the time of posting or between the time of posting and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

12.4 Independent Legal Advice

The Parties acknowledge that this Agreement is the product of arm's length negotiation among the Parties, each having obtained its own independent legal advice, and that this Agreement will be construed neither strictly for nor strictly against any Party, irrespective of which Party was responsible for drafting this Agreement.

Each of the Parties acknowledge and agree that CP LLP has acted as legal counsel to the Purchaser, but not to any other Party, and that CP LLP has not been engaged to protect the rights and interests of any of the Target Shareholders. Each of the Target Shareholders acknowledges and agrees that CP LLP has given them adequate opportunity to seek, and have recommended that they seek and obtain, independent legal and taxation advice with respect to the subject matter of this Agreement and for the purpose of ensuring their rights and interests are protected. Each of the Target Shareholders represents and warrants that they have sought independent legal and taxation advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal and taxation advice.

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12.5 Governing Law; Venue

This Agreement, the legal relations between the Parties, all matters relating hereto or arising herefrom, and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia, and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of, or relating to, this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia, and each Party irrevocably submits to the exclusive jurisdiction of such court.

12.6 Severability

If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect, and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

12.7 Entire Agreement

This Agreement, the schedules attached hereto, and the other Transaction Documents contain the entire agreement between the Parties with respect to the subject matter hereof and expressly supersede and terminate all prior offers, arrangements and understandings, both written and oral, expressed or implied, with respect thereto.

12.8 Further Assurances

The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances, as may be necessary to give full effect to the provisions and intent of this Agreement.

12.9 Enurement

This Agreement and each of the terms and provisions hereof will enure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable.

12.10 Amendment

No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in a form executed by the Purchaser, the Target and the Target Shareholders.

12.11 Schedules

The schedules attached hereto are incorporated herein and expressly intended to be part of this Agreement.

12.12 Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which will together constitute one and the same instrument, and delivery of an executed copy of this Agreement by email transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Execution Date.

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IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the Execution Date.

CLARA TECHNOLOGIES CORP.

Per: (signed) "Authorized Signatory"
Authorized Signatory

HUNTER SALES CO PTY LTD

Per: (signed) "Authorized Signatory"
Authorized Signatory

TARGET SHAREHOLDERS:

SKYMARK WORLD WIDE LIMITED

Per: (signed) "Authorized Signatory"
Authorized Signatory

SPRUCE ENTERPRISES CORPORATION

Per: (signed) "Authorized Signatory"
Authorized Signatory

METAVET INC.

Per: (signed) "Authorized Signatory"
Authorized Signatory

BRAE HAVEN CONSULTING LTD.

Per: (signed) "Authorized Signatory"
Authorized Signatory

INFINITE OUTCOME CONSULTING INC

Per: (signed) "Authorized Signatory"
Authorized Signatory

TBM CONSULTING INC

Per: (signed) "Authorized Signatory"
Authorized Signatory

SCHEDULES have been redacted for SEDAR+.