

## MASTER AGREEMENT

**THIS AGREEMENT** dated as of the 22<sup>th</sup> day of December, 2025.

### AMONG:

**G2M CAP CORP.**, a corporation incorporated under the laws of Canada (hereinafter referred to as “**G2M**”)

- and -

**1563395 BC LTD.**, a corporation incorporated under the laws of the Province of British Columbia (hereinafter referred to as “**Subco**”)

- and -

**WISHPOND TECHNOLOGIES LTD.**, a corporation incorporated under the laws of the Province of British Columbia (“**Wishpond**”)

- and -

**SALESCLOSER TECHNOLOGIES INC**, a corporation incorporated under the laws of the Province of British Columbia (“**SalesCloser**”)

(each a “**party**” and collectively, the “**parties**”)

### WHEREAS:

1. G2M is a company with its common shares listed on the TSX Venture Exchange (the “**TSXV**”), and a Capital Pool Company as such term is defined in TSXV Policy 2.4 (“**Policy 2.4**”).
2. SalesCloser is a wholly owned Subsidiary (as defined herein) of Wishpond.
3. G2M wishes to purchase all of the issued and outstanding common shares of SalesCloser on the terms and conditions contained herein, all of which are owned by Wishpond as at the date of this Agreement.
4. The acquisition of SalesCloser by G2M will be effected by the amalgamation of Subco and SalesCloser, which will amalgamate and continue as one corporation in accordance with the terms and conditions hereof and as set forth in the Amalgamation Agreement (as defined herein).
5. Subco is a wholly-owned Subsidiary of G2M, and has been incorporated solely for the purposes of amalgamating with SalesCloser, and has not carried on any active business since its incorporation.
6. The parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters connected to the Amalgamation.

**NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Interpretation.**

(a) **Definitions.** In this Agreement (including the recitals hereto) and each schedule hereto:

“**Act**” means the *Business Corporations Act* (British Columbia) and the regulations prescribed thereunder;

“**Agreement**” means this master agreement and the schedules hereto, as may be amended, modified, restated, supplemented or replaced from time to time;

“**Amalco**” means the entity formed by the Amalgamation of the Amalgamating Parties;

“**Amalco Shares**” means the common shares in the capital of Amalco;

“**Amalgamating Parties**” means Subco and SalesCloser;

“**Amalgamation**” means the amalgamation of Subco and SalesCloser on the terms of and subject to the conditions set forth in this Agreement and the Amalgamation Agreement;

“**Amalgamation Agreement**” means the agreement to be entered into in connection with the Amalgamation in substantially the form attached hereto as Schedule “A”;

“**Amalgamation Application**” means the amalgamation application prepared in accordance with Section 275 of the Act effecting the Amalgamation;

“**Applicable Canadian Securities Laws**” means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders, notices and policies published and/or promulgated thereunder;

“**Applicable Laws**” means with respect to any Person, all domestic or foreign federal, state, provincial or local laws (statutory, common law or otherwise), regulations, by-laws, statutes, constitutions, treaties, conventions, injunctions, judgements, decrees, rulings, rules, orders, ordinances, protocols, codes, guidelines, notices, directions (including all Applicable Canadian Securities Laws and Applicable U.S. Securities Laws), or other similar requirement enacted, adopted, promulgated or applied by any Governmental Authority, and all terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, in each case, that is binding upon or applicable to such Person or its or their business, undertaking, property or securities and emanating from a Person having jurisdiction over the Person or its business, undertaking, property or securities, as amended unless expressly specified otherwise;

“**Applicable U.S. Securities Laws**” means collectively, and as the context may require, the U.S. Securities Act and all other applicable U.S. federal and state securities laws, rules and regulations and published policies thereunder;

**“Asset Purchase Agreement”** means an agreement to be entered into between Wishpond and SalesCloser prior to the Amalgamation pursuant to which Wishpond will transfer certain assets to SalesCloser (including the assets identified in Schedule “E”) in consideration for the issuance to Wishpond of 22,750,000 SalesCloser common shares.

**“Bridge Financing”** means the issuance and sale by SalesCloser of the Bridge Notes which closed on December 12, 2025;

**“Bridge Financing Finder’s Warrants”** means an aggregate of 175,000 share purchase warrants of SalesCloser issued to certain finders in the Bridge Financing, each exercisable for one SalesCloser Share at a price of \$0.60 per SalesCloser Share conditional on closing of the Transaction, and the terms of which provide they will be assumed by G2M at Closing in connection with the Amalgamation;

**“Bridge Notes”** means convertible bridge notes of SalesCloser in the aggregate principal amount of \$1,500,000 convertible into an aggregate of 2,500,000 Bridge Note Shares at a price of \$0.60 per SalesCloser Share, in accordance with the Closing Steps Sequence in connection with the Amalgamation;

**“Bridge Note Shares”** means the 2,500,000 SalesCloser shares issuable on conversion of the Bridge Notes in accordance with their terms;

**“Business Day”** means a day other than a Saturday, Sunday or a civic or statutory holiday in the City of Vancouver, British Columbia;

**“CBCA”** means the *Canada Business Corporations Act* and the regulations prescribed thereunder;

**“Certificate”** means the certificate of amalgamation issued by the Registrar under the Act in respect of the Amalgamation;

**“Change of Control Payment”** means any payment accruing as a result of the Amalgamation or other change of control of any party that would be triggered in connection with the Transaction;

**“Closing”** means the closing of the Transaction;

**“Closing Date”** means the date which is the third Business Day following the satisfaction or waiver (where applicable) of each of the conditions set forth in Sections 18, 19 and 20 hereof, or such other date as may be agreed upon by the parties, and which date shall be on or about February 25, 2026 or as soon thereafter as reasonably practicable, and in any event prior to the Termination Deadline;

**“Closing Steps Sequence”** has the meaning defined in Schedule “D”;

**“Confidential Information”** shall have the meaning ascribed thereto in Section 27;

**“Confidentiality”** means to maintain in confidence and not to disclose the applicable information to third parties, except:

- (i) Representatives that need to know or ought to know in order to discharge their respective duties in an efficient manner; or
- (ii) Persons that are or may be interested in advancing, loaning, investing or otherwise providing potential debt or equity financing to a party, including banks, financial institutions, brokerage companies and their respective employees, officers, directors, consultants, agents and other representatives, provided, however, that such Persons agree to maintain the information to be disclosed in confidence;

**“Consideration Shares”** means 25,250,000 common shares of G2M to be issued the holders of SalesCloser Shares pursuant to the Amalgamation, consisting of 22,750,000 G2M common shares which will be issued to Wishpond and the 2,500,000 Bridge Note Shares which will be issued to former holders of Bridge Notes who have received Bridge Note Shares on the conversion of their Bridge Notes in accordance with the Closing Steps Sequence;

**“Consolidation”** means the consolidation by G2M of its common shares on a 7.15:1 basis;

**“Continuance”** means the continuance of G2M from the CBCA to the Act under the Act;

**“Dissent Rights”** means the rights of dissent granted to SalesCloser Shareholders in respect of the Amalgamation pursuant to Section 238 of the Act.

**“Effective Date”** means the date shown on the Certificate as set forth in the Amalgamation Application giving effect to the Amalgamation;

**“Effective Time”** means the effective time of the Amalgamation as set out in the Amalgamation Application;

**“Exchange Ratio”** means, in connection with the Amalgamation, the number of Consideration Shares to be issued by G2M in exchange for each one SalesCloser Share issued and outstanding as of the Effective Date, which number shall be 1:1;

**“Finder’s Fee Agreement”** means the finder’s fee agreement between G2M and Robert Kiesman dated November 5, 2025;

**“Fixed ESOP”** means an employee stock option plan of G2M to be approved at the G2M Meeting providing for the issuance of incentive stock options of up to 20% of the issued and outstanding shares of the Resulting Issuer;

**“Founder Employment Agreements”** means employment agreements between G2M and each of Ali Tajskandar and Jordan Gutierrez for the provision of their services as CEO and COO, respectively, which will provide among other things for the issuance of the Founder Options;

**“Founder Options”** means options granted under the Fixed ESOP to acquire an aggregate of 3,800,000 Resulting Issuer Shares, on a post-Consolidation basis, to Ali Tajskandar and Jordan Gutierrez at an exercise price of \$0.60 per share, which will vest immediately after Closing and will expire five (5) years from the date of Closing;

**“G2M Circular”** means the notice and management information circular of G2M (together with all appendices thereto) prepared and delivered to the G2M Shareholders in connection with the G2M Meeting, in such form as may be agreed upon by G2M and Wishpond in accordance with Applicable Laws and the requirements of the TSXV;

**“G2M Disclosed Information”** means all information: (i) disclosed in writing to Wishpond (or its Representatives) by G2M in connection with Wishpond’s due diligence review process; or (ii) otherwise made available to Wishpond (or its Representatives) including by way of public disclosure by G2M;

**“G2M Financial Statements”** means the audited consolidated financial statements of G2M as at and for the years ended December 31, 2024 and 2023 and the interim reviewed consolidated financial statements of G2M for the nine month period ended September 30, 2025, each available on SEDAR+;

**“G2M Information”** means all information to be included in the G2M Circular (including in documents incorporated by reference) describing G2M, Subco, and the business, operations and affairs of G2M, in each case as required pursuant to Applicable Canadian Securities Laws and the TSXV;

**“G2M IPO Broker Warrants”** means the warrants issued to brokers pursuant to G2M’s initial public offering, of which there will be 69,930 after completion of the Consolidation;

**“G2M Meeting”** means the special meeting of G2M Shareholders to be called by G2M in order to obtain the approval of the G2M Shareholders for the G2M Meeting Matters;

**“G2M Meeting Matters”** means the matters to be submitted to the G2M Shareholders for approval at the G2M Meeting as set forth in Schedule “C”.

**“G2M Option Plan”** means the stock option plan of G2M most recently approved by G2M Shareholders on June 16, 2025;

**“G2M Options”** means the stock options to purchase G2M Shares granted to directors, officers, employees and consultants of G2M under the G2M Option Plan, of which there will be 181,818 after completion of the Consolidation;

**“G2M Resolutions”** means resolutions approving the G2M Meeting Matters required to be approved by not less than a simple majority of the votes cast by those G2M Shareholders who vote in person or by proxy at the G2M Meeting, including (in the case of the resolutions approving the issuance of the Founders’ Options) a resolution approved by a simple majority of G2M’s disinterested shareholders;

**“G2M Shareholder”** means a registered holder of G2M Shares at the applicable time;

**“Governmental Authority”** means any domestic or foreign:

- (i) multinational, federal, provincial, state, regional, municipal, local or other government or any governmental or public department, central bank,

court, tribunal, arbitral body, commission, board, bureau, ministry or agency, domestic or foreign;

- (ii) subdivision, agent, commission, board or authority of any of the foregoing;
- (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; and
- (iv) stock exchange including, without limitation, the TSXV;

“**IFRS**” means the international financial reporting standards as set out in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time applied on a consistent basis;

“**Investor Rights Agreement**” means an agreement to be entered into between Wishpond and G2M which provides, among other things, that Wishpond will have the right to nominate a majority of the directors to the Resulting Issuer Board on an ongoing basis provided that Wishpond owns at least 20% of the issued and outstanding Resulting Issuer Shares;

“**Liabilities**” means, on a particular date, all debts or other obligations, including but not limited to accounts payable, short term notes payable, and accrued expenses, accrued wages, salaries, vacation pay, bonuses and employee benefits, but excluding any liabilities arising from any assignment of any employees of Wishpond to SalesCloser in connection with the Transaction;

“**Lock-up Agreements**” means the lock-up agreements between Wishpond and each of the directors, senior officers and significant shareholders of G2M, and their respective associates, in each case entered into on or prior to the date hereof in substantially the form of lock-up agreement attached hereto as Schedule “B”;

“**Name Change**” means the change of G2M’s name to SalesCloser Technologies Ltd.;

“**NB Consent**” means the consent of National Bank of Canada pursuant to the lending agreement dated September 24, 2021, as amended;

“**NI 51-102**” means National Instrument 52-101 – *Continuous Disclosure Obligations*;

“**Person**” includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

**“RK FF Shares”** means 1,180,833 Resulting Issuer Shares to be issued to or to the direction of Robert Kiesman in connection with the Transaction, the issuance of which is conditional on completion of the Amalgamation;

**“Registrar”** means the Registrar of Companies appointed under the Act;

**“Representatives”** means with respect to G2M or Wishpond, as the case may be, its officers, directors, employees, financial advisors, representatives and agents;

**“Resulting Issuer”** means G2M after Closing of the Transaction;

**“Resulting Issuer Shares”** means the common shares of the Resulting Issuer;

**“SalesCloser Disclosed Information”** means all information: (i) disclosed in writing to G2M (or its Representatives) by SalesCloser in connection with G2M’s due diligence review process; or (ii) otherwise made available to G2M (or its Representatives) including by way of public disclosure by Wishpond;

**“SalesCloser Financial Statements”** means the audited financial statements of SalesCloser as at and for the fiscal years ended September 30, 2024 and September 30, 2025 and the two-month stub period ended November 30, 2025, or such other date required pursuant to Applicable Canadian Securities Laws;

**“SalesCloser Information”** means all information to be included in the G2M Circular describing SalesCloser, and the business, operations and affairs of SalesCloser and including the SalesCloser Financial Statements, as required pursuant to Applicable Canadian Securities Laws and the TSXV;

**“SalesCloser Shares”** means common shares of SalesCloser;

**“SalesCloser Shareholders”** means the holders of common shares of SalesCloser, being Wishpond (as to 22,750,000 SalesCloser Shares) and former holders of Bridge Notes (as to 2,500,000 SalesCloser Shares after conversion of the Bridge Notes);

**“Securities Authorities”** means, collectively, the securities commissions or similar securities regulatory authorities in each of the provinces or territories of Canada;

**“SEDAR+”** means the Canadian Securities Administrators’ System for Electronic Document Analysis and Retrieval;

**“SR Finder’s Fee”** means a finders’ fee issued to certain finders in the Subscription Receipt Financing, consisting of 7% cash and warrants equal to 7% of the number of Subscription Receipts sold to purchasers found by the finders;

**“SR Unit”** means a unit issuable at closing of the Transaction to holders of Subscription Receipts comprised of one SR Unit Share and one half of an SR Unit Warrant;

**“SR Unit Share”** means a common share of the Resulting Issuer forming part of a SR Unit;

**“SR Unit Warrant”** means a share purchase warrant entitling its holder to acquire one common shares of the Resulting Issuer at a price of \$1.25 per share for a period of 24

months after Closing. Each such SR Unit Warrant will include acceleration provisions that provide that if the volume weighted average closing price of the Resulting Issuer Shares on the TSXV is more than \$1.80 for ten (10) consecutive trading days, the Resulting Issuer will have the right, in its sole discretion, by providing notice (the “**Acceleration Notice**”) to the warrant holder(s), to accelerate the expiry date of 50% or 100% of such SR Unit Warrants held by each warrant holder to that date which is thirty (30) days from the date of the Acceleration Notice;

“**Subscription Receipts**” means 5,333,333 subscription receipts for proceeds of up to \$4.0 million at an issue price of \$0.75 per Subscription Receipt, each convertible at closing into an SR Unit;

“**Subscription Receipts Financing**” means the issuance and sale by G2M of the Subscription Receipts;

“**Subsidiary**” shall have the meaning ascribed thereto in the Act;

“**Tax Returns**” shall mean all reports, estimates, elections, notices, filings, designations, forms, declarations of estimated Tax, information statements and returns relating to, or required to be supplied to any Governmental Authority responsible for the imposition of any Tax in connection with, any Taxes (including any attached schedules, estimated tax returns, withholding tax returns, and information returns and reports);

“**Taxes**” shall have the meaning ascribed thereto in Section 15(j)(i);

“**Termination Deadline**” means 5:00 p.m. (Vancouver time) on March 30, 2026, or such earlier or later date and time as may be agreed to in writing by the parties;

“**Third Party Approvals**” shall have the meaning ascribed thereto in Section 18(f);

“**Transaction**” means the acquisition by G2M through the Amalgamation of all of the issued and outstanding shares of SalesCloser pursuant to the Acquisition, and the various other matters contemplated by this Agreement (including without limitation the approval and implementation of the various matters to be approved at the G2M Meeting) which together will constitute G2M’s Qualifying Transaction under Policy 2.4 of the TSXV;

“**Transfer Agent**” means TSX Trust Company, in its capacity as registrar and transfer agent for the G2M Shares;

“**TSXV**” means TSX Venture Exchange Inc.;

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

“**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder.

- (b) The division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereby” and “hereunder” and similar expressions refer to this Agreement (including the appendices hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.
- (c) Words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing persons include firms and corporations and vice versa.
- (d) If any date on which any action is required to be taken hereunder by any of the parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.
- (e) Unless otherwise stated, all sums of money which are referred to in this Agreement are expressed in lawful money of Canada.
- (f) Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS, and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with IFRS.
- (g) In this Agreement, whenever a representation or warranty is made on the basis of the knowledge or awareness of a party, such knowledge or awareness consists only of the actual collective knowledge or awareness, as of the date hereof, of the senior officers of such party, in their capacity as senior officers of such party and not in their personal capacity and without personal liability, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge; provided that the party making the representation and warranty shall have conducted a reasonable investigation as to the subject matter relating thereto and the level of such investigation shall be that of a reasonably prudent person investigating a material consideration in the context of a material transaction and the use of such phrase shall constitute a representation and warranty by the party making the representation and warranty in each case that such investigation has actually been made.
- (h) References in this Agreement to any statute or section thereof shall be deemed to be a reference to such statute or section as amended or substituted and inclusive of any regulations promulgated thereunder from time to time in effect. References to any agreement or document shall be to such agreement or document (together with all schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time.
- (i) The parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties agree that any

rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

- (j) The following schedules are annexed to this Agreement and are hereby incorporated by reference into the Agreement and form part hereof:

Schedule "A"	Amalgamation Agreement
Schedule "B"	Form of G2M Lock-up Agreement
Schedule "C"	G2M Meeting Matters
Schedule "D"	Closing Steps Sequence
Schedule "E"	SalesCloser Assets

2. **Amalgamation.** Subject to satisfaction or waiver of all the conditions precedent in Sections 18, 19 and 20 hereof, the parties agree to implement the Amalgamation in accordance with the provisions of and subject to the terms and conditions set out in this Agreement, including Schedule "A" of this Agreement. Each of the parties acknowledge and agree that the Amalgamation and the matters related thereto as contemplated hereby are subject to: (i) the receipt of all Third Party Approvals; (ii) the receipt of all applicable approvals with respect to the Amalgamation by the shareholders of Subco and SalesCloser; and (iii) the receipt of all necessary approvals for the Transaction from the TSXV, all in accordance with Applicable Laws and the regulations of the TSXV. In furtherance of the foregoing, subject to the terms and conditions herein set forth and on the basis of the covenants, representations, warranties and agreements of the parties herein contained, each of parties covenants and agrees to:

- (a) effect the Amalgamation forthwith after receipt of all Third Party Approvals and the requisite approvals of the shareholders of each of Subco and SalesCloser to the Amalgamation, all in accordance with the terms and conditions hereof;
- (b) co-operate with each other in the preparation, submission and obtaining of all documents necessary in connection with the Amalgamation, including the G2M Meeting, and in connection therewith provide the other parties with such information and material concerning its affairs as such other parties shall reasonably request on a timely basis; and as promptly as practicable, G2M shall cause the G2M Circular and other documentation required in connection with the G2M Meeting to be sent to each applicable G2M Shareholder and filed as required by Applicable Laws on or before the mailing date thereof;
- (c) use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Amalgamation and all related matters in connection therewith as set forth in the G2M Circular by the Termination Deadline, including without limiting the generality of the foregoing, applying for, seeking to obtain and/or effecting as applicable: (i) the approval of the TSXV for the Amalgamation and the listing on the TSXV of the G2M Shares to be issued and made issuable in connection therewith; and (ii) seeking to obtain such other consents, orders or approvals as counsel to G2M and Wishpond may advise are necessary or desirable to be

obtained for the implementation of the Amalgamation, and preparing and delivering all necessary documents in connection therewith;

- (d) structure the Amalgamation such that the issuance of securities pursuant to the Amalgamation: (i) will be made in compliance with Applicable Canadian Securities Laws; and (ii) qualifies in the United States for the exemption from the registration requirements of the U.S. Securities Act provided by Rule 802 under the U.S. Securities Act (the “**Rule 802 Exemption**”) or Rule 506(b) of Regulation D under the U.S. Securities Act (the “**Rule 506(b) Exemption**”) and from the registration requirements of applicable state securities laws in reliance upon similar exemptions under such laws. Each party agrees to act in good faith, consistent with the intent of the parties and the intended treatment of the Amalgamation as set forth in this Section 2(d);
- (e) make all necessary filings and applications pursuant to Applicable Laws required to be made on its part in connection with the transactions contemplated by this Agreement; and
- (f) take and cause to be taken such other steps and actions and execute such other documents, agreements and instruments as may be reasonably necessary or desirable in connection with the consummation of the transactions contemplated hereby, including without limitation as required pursuant to the Act and Applicable Laws.

3. **Effect of Amalgamation.** Subject to the terms and conditions of this Agreement, on the Effective Date:

- (a) the Amalgamation shall be effective, pursuant to which SalesCloser shall amalgamate with Subco and, in connection therewith, all SalesCloser Shares will be exchanged by the holders thereof, without any further act or formality for fully paid and non-assessable Consideration Shares based on the Exchange Ratio, in accordance with the terms of the Amalgamation Agreement and the provisions hereof;
- (b) the property of each of the Amalgamating Parties shall continue to be the property of Amalco;
- (c) Amalco shall continue to be liable for the obligations of each of the Amalgamating Parties;
- (d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Parties shall be unaffected;
- (e) any civil, criminal or administrative action or proceeding pending by or against any of the Amalgamating Parties may be continued to be prosecuted by or against Amalco;

- (f) any conviction against, or ruling, order or judgment in favour of or against, any of the Amalgamating Parties may be enforced by or against Amalco; and
- (g) the board of directors of Amalco shall be as set forth in the Amalgamation Agreement.

4. **Treatment of Securities.** Subject to the terms and conditions of this Agreement, on the Effective Date:

- (a) each issued and outstanding Subco Share shall be exchanged for one fully paid and non-assessable Amalco Share; and
- (b) all issued and outstanding SalesCloser Shares shall be exchanged for fully paid and non-assessable Consideration Shares on the basis of the Exchange Ratio.

5. **Implementation Steps.**

- (a) G2M covenants in favour of Wishpond that G2M shall use its commercially reasonable efforts to convene and hold the G2M Meeting as promptly as practicable in accordance with its articles and Applicable Laws for the purpose of considering and, if deemed advisable, approving the G2M Meeting Matters.
- (b) Each of G2M and SalesCloser shall ensure that the G2M Circular complies in all material respects with the policies of the TSXV.
- (c) Each of the Parties shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the G2M Circular and to the identification in the G2M Circular of each such advisor.
- (d) Each of the Parties shall promptly notify each of the other parties if at any time before the Closing Date it becomes aware that the G2M Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the G2M Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the G2M Circular as required or appropriate, and the Parties shall promptly file any amendment or supplement to the G2M Circular with the TSXV.
- (e) Subject to the terms and conditions of this Agreement and the satisfaction or waiver of the conditions contained herein in favour of each party, Subco and SalesCloser agree, on the Closing Date, to file with the Registrar, the Amalgamation Application, in the form attached to the Amalgamation Agreement and such other documentation as may be required in connection therewith under the Act to give effect to the Amalgamation which shall then occur and be deemed to have occurred at the Effective Time without any further act or formality. Such closing shall take place at the offices of counsel to SalesCloser or at such other location as may be agreed upon by the parties.

- (f) Wishpond covenants in favor of G2M and SalesCloser that it shall not exercise Dissent Rights with respect to its SalesCloser Shares in connection with the Amalgamation.
  - (g) SalesCloser will use commercially reasonable efforts to cause the holders of the Bridge Notes to covenant in favor of SalesCloser that they shall not exercise Dissent Rights with respect to the Bridge Note Shares in connection with the Amalgamation.
  - (h) Notwithstanding that the Subscription Receipts Financing will be completed in G2M, Wishpond and SalesCloser acknowledge and agree that the responsibility for arranging and identifying subscribers to the Subscription Receipt Financing will be with Wishpond and SalesCloser and G2M's covenants related to the Subscription Receipt Financing are limited to procedural matters to effect the close thereof.
6. **Issuance of Amalco Shares to G2M.** On the Effective Date, in consideration of G2M issuing the Consideration Shares to SalesCloser Shareholders as provided for in Section 4(b) Amalco shall allot and issue to G2M one fully paid and non-assessable Amalco Share for each Consideration Share so issued.
7. **Fractional Units.** Notwithstanding Section 4 of this Agreement, no fractional Consideration Shares will be issuable to SalesCloser Shareholders pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. Any such fractional Consideration Share interest to which a SalesCloser Shareholder would otherwise be entitled pursuant to the Amalgamation will be rounded down to the nearest whole Consideration Share.
8. **Certificates.** At the Effective Time:
- (a) the SalesCloser Shareholders shall be deemed to be the registered holders of the Consideration Shares to which they are entitled hereunder, and G2M shall direct the Transfer Agent, as soon as practicable, issue to such SalesCloser Shareholders certificates or DRS statements representing the number of Consideration Shares to which such SalesCloser Shareholder is entitled;
  - (b) G2M, as the registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and, upon surrender of the certificates representing such Subco Shares to Amalco, G2M shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled as set forth in Section 6 hereof; and
  - (c) any share certificates evidencing SalesCloser Shares shall cease to represent any claim upon or interest in SalesCloser or Amalco other than the right of the SalesCloser Shareholders to receive pursuant to the terms hereof and the Amalgamation, Consideration Shares in accordance with Section 4 hereof.

9. **Stated Capital.** The stated capital of Amalco immediately following the Amalgamation shall be as set forth in the Amalgamation Agreement.
10. **Articles.** The articles of Amalco shall be substantially in the form of the articles of Subco, as attached to the Amalgamation Agreement.
11. **Corporate Offices.** The head office of the Resulting Issuer following the completion of the Amalgamation shall be 422 Richards St. #170, Vancouver, British Columbia, V6B 2Z4, Canada.
12. **Covenants of G2M.** G2M hereby covenants and agrees with Wishpond and SalesCloser that from the date of this Agreement until the earlier of the Effective Date or termination of this Agreement in accordance with Section 23, except with the prior written consent of Wishpond (such consent not to be unreasonably withheld or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or as required by Applicable Laws, it will:
  - (a) use its commercially reasonable efforts to obtain, on or prior to the Effective Date, all applicable approvals of the TSXV to the Transaction, and the approval of the G2M Resolutions at the G2M Meeting, all in accordance with Applicable Laws and as promptly as reasonably practicable, and in compliance with Applicable Laws, prepare the G2M Circular which shall contain the G2M Information and the SalesCloser Information, with G2M, together with any other documents required by Applicable Laws in connection with all shareholder approvals and Third Party Approvals required in respect of the Transaction and the other matters contemplated hereby;
  - (b) approve a special resolution, on or prior to the Effective Date, as the sole shareholder of Subco in favour of the approval of the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the Act;
  - (c) act in good faith and use its commercially reasonable efforts to cause each of the conditions precedent to the Transaction set forth in Sections 18 and 19 hereof to be complied with or fulfilled on its part, in each case on or prior to the Effective Date, and to:
    - (i) conduct its business only in the usual and ordinary course of business, and consistent with past practice, and use all commercially reasonable efforts to maintain and preserve, in all material respects, its business, assets and advantageous business relationships;
    - (ii) not directly or indirectly: (A) amend its constating documents; (B) declare, set aside or pay any dividend or make any other distribution or payment (whether in cash, shares or property) in respect of its outstanding securities; (C) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (D) split, combine or reclassify any of its securities, or amend the terms of or reduce the stated capital of any

of its securities; (E) adopt a plan of liquidation or resolutions providing for its liquidation, dissolution, merger, consolidation or reorganization; (F) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing; (G) effect any financing transaction whether by means of debt, equity or otherwise, or issue, grant, sell, pledge, lease, dispose of or encumber or agree to issue, grant, sell, pledge, lease, dispose of or encumber, any G2M Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, G2M Shares, other than: (1) the aggregate number of G2M Shares issuable upon exercise of convertible securities of G2M issued and outstanding as of the date hereof (whether or not currently subject to any vesting restrictions); and/or (2) as otherwise specifically contemplated in this Agreement;

- (iii) not directly or indirectly, through any officer, director, affiliate, agent or advisor of G2M, solicit, initiate, knowingly encourage, or enter into any agreements in respect of any new property acquisitions or dispositions by G2M, without the prior written approval of Wishpond;
- (iv) not directly or indirectly sell, pledge, dispose of or encumber any material property interests of G2M, without the prior written approval of Wishpond;
- (v) not make any payment to any employee, officer or director outside of their ordinary and usual compensation for services provided;
- (vi) not grant any officer, director or employee an increase in compensation in any form, grant any general salary increase, take any action with respect to the amendment or grant of any severance or termination pay policies or arrangements for any directors, officers or employees, nor adopt or amend any stock option or other employee compensation plans, nor make any loan to any officer, director or any other party not at arm's length;
- (vii) not adopt or amend or make any contribution to any bonus, cost plus employee benefit plan, profit sharing, option, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of employees, except as is necessary to comply with the law or with respect to existing provisions of any such plans, programs, arrangements or agreements;
- (viii) maintain in force its current policies of insurance, if any, and pay all premiums in respect of such insurance policies that become due after the date hereof;

- (ix) not take any action or refrain from taking any action, or permit any action to be taken or not taken, which is inconsistent with this Agreement which might reasonably be expected to directly or indirectly interfere with or affect the consummation of the Amalgamation or any of the matters related thereto as contemplated hereby;
  - (x) not pay, discharge or satisfy any material claims, liabilities or obligations other than in the ordinary course of business consistent with past practice;
  - (xi) not terminate any employees;
  - (xii) not enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing;
  - (xiii) not enter into any contracts or transactions with any officer or director of G2M, other than in relation to subscriptions under the Subscription Receipts Financing; and
  - (xiv) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by G2M in this Agreement untrue in any material respect;
- (d) not expend, commit to expend or otherwise incur any capital expenditures or liabilities in excess of \$5,000 individually and in the aggregate;
  - (e) other than pursuant to Section 12(d) not expend or commit to expend any amounts with respect to any operating expenses except to the extent such expenses are in the ordinary course of G2M's business consistent with past practice;
  - (f) make (or reaffirm, if requested by Wishpond in accordance with this Agreement) and not withdraw, modify or amend, in any material respect, an affirmative recommendation that the G2M Shareholders approve the Transaction;
  - (g) use its commercially reasonable efforts to assist Wishpond and SalesCloser in connection with any documents required by Applicable Laws in connection with all Third Party Approvals required in respect of the Transaction and the other matters contemplated hereby;
  - (h) not incur, extend, renew or replace any indebtedness for borrowed money, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other Person, or make any loans or advances, other than in respect of fees payable to legal, financial and other advisors in connection with the matters contemplated hereby;

- (i) not authorize, recommend or propose any release or relinquishment of any right under any material contract, and except with respect to contract renewals in the ordinary course of business, it shall not: (i) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing license, lease, contract, or other material document; or (ii) enter into or terminate any hedges, swaps or other financial instruments or like transactions;
- (j) not enter into any consulting contract or operating agreement;
- (k) take all reasonable actions to solicit proxies to be voted at the G2M Meeting in favour of matters to be considered at the G2M Meeting, including the Amalgamation;
- (l) provide notice to Wishpond of the G2M Meeting and allow Representatives of Wishpond to attend such meeting;
- (m) except for proxies and other non-substantive communications with third parties and communications to legal and other advisors of G2M, furnish promptly to Wishpond and its counsel: (i) a copy of each notice, report, schedule or other document delivered, filed or received by G2M in connection with the Transaction from any Governmental Authority or the G2M Meeting; (ii) any filings under Applicable Laws in connection with the Transaction or the G2M Meeting; (iii) any documents related to dealings with Governmental Authorities in connection with the transactions contemplated herein; and (iv) any requests from a Governmental Authority for any information in respect of the business, operations, financial conditions or assets of G2M or any third party complaint, investigation or hearing (or investigations indicating the same may be contemplated);
- (n) use its reasonable commercial efforts to obtain and maintain the Third Party Approvals applicable to it and provide the same to Wishpond and its counsel on or prior to the Effective Date, and provide Wishpond and its counsel with all information and documentation reasonably requested by it in connection with obtaining the Third Party Approvals applicable to it;
- (o) (i) duly and on a timely basis file all Tax Returns required to be filed by it on or after the date hereof and on or prior to the Effective Date and all such Tax Returns will be true, complete and correct in all material respects; (ii) timely pay all Taxes shown on such Tax Returns which are due and payable and make all required withholdings and remittances in respect of such Taxes; (iii) not make, amend or rescind any material express or deemed election relating to Taxes, or file any amended Tax Returns where the result of such action is inconsistent with past practice; (iv) not make a request for a Tax ruling or enter into any agreement with any Governmental Authority with respect to Taxes; (v) not settle any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to a material amount of Taxes; (vi)

not make any changes in financial or Tax accounting methods, principles, policies or practices, except as required by IFRS or under Applicable Laws; (vii) properly reserve (and reflect such reserves in its books and records and financial statements) in accordance with IFRS, for all Taxes accruing in respect of G2M which are not due or payable prior to the Effective Date; and (viii) not make any Tax filings outside the ordinary course of business, including making, amending or rescinding any Tax Return, election or designation;

- (p) subject to the satisfaction or waiver of the conditions contained herein in favour of each party, issue that number of Consideration Shares as required by Section 4(b); and
- (q) promptly after the date of this Agreement, use its commercially reasonable efforts to enter into the Founder Employment Agreements and to grant the Founder Options.

13. **Covenants of Wishpond.** Wishpond hereby covenants and agrees with G2M that from the date of this Agreement until the earlier of the Effective Date or termination of this Agreement in accordance with Section 23, except with the prior written consent of G2M (such consent not to be unreasonably withheld or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or as required by Applicable Laws, it will:

- (a) use its commercially reasonable efforts to obtain, on or prior to the Effective Date, all applicable approvals of the TSXV to the Transaction, and as promptly as reasonably practicable and in compliance with Applicable Laws, prepare the SalesCloser Information with G2M for inclusion in the G2M Circular, together with any other documents required by Applicable Laws in connection with all shareholder approvals and Third Party Approvals required in respect of the Amalgamation and the other matters contemplated hereby;
- (b) approve a special resolution, on or prior to the Effective Date, as the sole shareholder of SalesCloser in favour of the approval of the Amalgamation, this Agreement and the transactions contemplated hereby in accordance with the Act;
- (c) act in good faith and use its commercially reasonable efforts to cause each of the conditions precedent to the Amalgamation set forth in Sections 18 and 20 hereof to be complied with or fulfilled on its part, in each case on or prior to the Effective Date, and to:
  - (i) conduct its business only in the usual and ordinary course of business, and consistent with past practice, and use all commercially reasonable efforts to maintain and preserve, in all material respects, its business, assets and advantageous business relationships;
  - (ii) not directly or indirectly: (A) amend its constating documents; (B) declare, set aside or pay any dividend or make any other distribution or payment

(whether in cash, shares or property) in respect of its outstanding securities; (C) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (D) split, combine or reclassify any of its securities or amend the terms of or reduce the stated capital of any of its securities; (E) adopt a plan of liquidation or resolutions providing for its liquidation, dissolution, merger, consolidation or reorganization; or (F) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing;

- (iii) not take any action or refrain from taking any action, or permit any action to be taken or not taken, which is inconsistent with this Agreement which might reasonably be expected to directly or indirectly interfere with or affect the consummation of the Amalgamation or any of the matters related thereto as contemplated hereby;
- (iv) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by Wishpond in this Agreement untrue in any material respect;
- (d) use its commercially reasonable efforts to assist G2M in connection with the preparation of the G2M Circular, including providing the SalesCloser Information and SalesCloser Financial Statements, together with any other documents required by Applicable Laws in connection with all shareholder approvals and Third Party Approvals required in respect of the Amalgamation and the other matters contemplated hereby; and
- (e) use its reasonable commercial efforts to obtain and maintain the Third Party Approvals applicable to it and provide the same to G2M and its counsel on or prior to the Effective Date, and provide G2M and its counsel with all information and documentation reasonably requested by it in connection with obtaining the Third Party Approvals applicable to it.

14. **Covenants of Subco.** Subco hereby covenants and agrees with Wishpond and SalesCloser that it will:

- (a) on the Effective Date, be a corporation which has, at no time, carried on any active business (other as is necessary to effect the Amalgamation);
- (b) act in good faith and use its commercially reasonable efforts to cause each of the conditions precedent set forth in Sections 18 and 19 hereof to be complied with or fulfilled on its part, in each case on or prior to the Effective Date;
- (c) unless Wishpond otherwise agrees in writing, until the earlier of the Effective Date and the date that this Agreement is terminated by its terms:
  - (i) not conduct any business (other than as required in connection with the Amalgamation), and shall use all commercially reasonable efforts to maintain and preserve its corporate existence; and

- (ii) not directly or indirectly, amend its constating documents, declare, set aside or pay any dividend or other distribution or payment or otherwise to or for the benefit of its shareholders or reduce its stated capital.

15. **Representations and Warranties of G2M.** G2M represents and warrants to and in favour of Wishpond and SalesCloser as follows, and acknowledges that Wishpond and SalesCloser are relying upon such representations and warranties:

- (a) G2M is a corporation existing under the CBCA and Subco is a corporation existing under the Act; each of G2M and Subco has the corporate power, capacity and authority to carry on its business as currently conducted; and to own, lease and operate its property and assets; enter into and perform its obligations under this Agreement in accordance with the provisions hereof;
- (b) this Agreement has been duly authorized, executed and delivered by each of G2M and Subco and constitutes a valid and binding obligation of each of G2M and Subco enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in Applicable Laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of G2M or Subco is necessary to authorize the transactions contemplated under this Agreement other than the approval of the G2M Meeting Matters at the G2M Meeting;
- (c) there is no requirement on the part of G2M or Subco to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority, or to obtain any consent, approval or authorization of any other Person as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation, except for the filing of the Amalgamation Application in respect of the Amalgamation and other filings, notifications and authorizations required under Applicable Laws and the rules and policies of the TSXV;
- (d) G2M has made all material filings required under Applicable Laws with the applicable Governmental Authorities, all such filings have been made in a timely manner, and all such filings and information and statements contained therein and any other information or statements disseminated to the public by G2M were true, correct and complete in all material respects and did not contain any misrepresentation, as at the date of such information or statements, and G2M has not filed any confidential material change reports which continue to be confidential;
- (e) on the Effective Date: (i) the Consideration Shares to be issued to the SalesCloser Shareholders in accordance with Section 4(b); (ii) the RK FF Shares issuable to or at the direction of Robert Kiesman pursuant to the FF Agreement; (iii) the Resulting Issuer Shares exchangeable for Bridge Note Shares; and (iv) the

Resulting Issuer Shares issuable pursuant to the Subscription Receipts, will all be duly and validly issued and outstanding as fully paid and non-assessable;

- (f) G2M has no Subsidiaries other than Subco. G2M directly or indirectly beneficially owns all of the outstanding shares and other securities or interests in Subco and no Person holds any securities convertible or exchangeable into securities of Subco or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of Subco;
- (g) the authorized capital of G2M consists of an unlimited number of G2M Shares, of which 13,600,000 G2M Shares are issued and outstanding as of the date of this Agreement, all of which shares have been duly authorized and validly issued, and are fully paid and non-assessable and are not subject to, nor issued in violation of, any pre-emptive rights;
- (h) since September 30, 2025, except for the transactions contemplated by this Agreement, each of G2M and Subco has conducted its businesses only in the ordinary and normal course;
- (i) each of G2M and Subco is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those reflected or reserved against in the G2M Financial Statements and has no Liabilities other than as disclosed in the G2M Financial Statements;
- (j) (i) all taxes (including domestic and foreign federal and provincial income tax, capital tax, payroll and withholding taxes, employment insurance premiums, unemployment insurance, social insurance taxes, Canada Pension Plan contributions, sales, use and goods and services taxes, value added taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, environmental taxes, capital taxes, production taxes, recapture, surtaxes, customs, import and export taxes, business license taxes, occupation taxes, stamp taxes, employer health tax, workers' compensation payments, real and personal property taxes, custom and land transfer taxes and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing), duties, fees, excises, premiums, royalties, levies, imposts, assessments, deductions, charges or withholdings of any kind whatsoever however denominated, and all liabilities with respect thereto including any arrears, penalty and interest payable with respect thereto imposed by any Governmental Authority responsible for the imposition of any Tax, whether computed on a separate, consolidated, unitary, combined or other basis (collectively, "Taxes") due and payable or required to be collected or withheld and remitted, by G2M and Subco have been paid, collected or withheld and remitted, as applicable; (ii) all Tax Returns required to be filed by G2M and Subco have been filed with all appropriate Governmental Authorities and all such Tax Returns are complete

and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading; (iii) no examination of any Tax Return of G2M or Subco is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by G2M or Subco; and (iv) there are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to G2M or Subco;

- (k) G2M is now, and on the Effective Date will be, a reporting issuer in the provinces of British Columbia, Manitoba, Ontario and Alberta. The issued and outstanding G2M Shares are listed and posted for trading on the TSXV and G2M is in material compliance with the policies of the TSXV;
- (l) G2M is not in default or breach of this Agreement, and none of the execution and delivery of, and the compliance with the terms of, this Agreement by G2M, the completion of the Amalgamation in accordance with the terms hereof, or the issue and delivery of the G2M Shares in connection with the Amalgamation, will result in a breach, violation, conflict, default, termination or acceleration of, or create a state of facts which, after notice or lapse of time or both, will result in a breach, violation, conflict, default, termination or acceleration of, or result in a creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of G2M or Subco;
- (m) none of the execution and delivery of, and the compliance with the terms of, this Agreement by G2M, the completion of the Amalgamation in accordance with the terms hereof, nor the issue and delivery of the Consideration Shares in connection with the Amalgamation, will cause a suspension or revocation of any authorization for the consent, approval or license currently in effect;
- (n) neither G2M nor Subco has any employees or consultants and no Change of Control Payment will be triggered in respect of any of them as a result of the Amalgamation;
- (o) the G2M Financial Statements: (i) are, in all material respects, consistent with the books and records of G2M and Subco, for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the consolidated results of operations and the financial condition of the business of G2M and Subco for the periods covered thereby; and (iii) present fully, fairly and correctly, in accordance with IFRS, in all material respects, the assets and financial condition of G2M and Subco as at the dates thereof and the results of operations and the changes in financial position for the periods then ended;
- (p) there are no actions, suits, proceedings or inquiries, including, to the knowledge of G2M, pending or threatened, against or affecting G2M or Subco at law or in equity or before or by any Governmental Authority;

- (q) no order ceasing or suspending trading in securities of G2M or prohibiting the sale of securities by G2M has been issued that remains outstanding and, to its knowledge, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission, stock exchange or self-regulatory organization, and G2M is not in default of any material requirement of any Applicable Canadian Securities Laws;
- (r) G2M is a Capital Pool Company under Policy 2.4 of the TSXV, and has not conducted any business since incorporation other than seeking a Qualifying Transaction (as defined in Policy 2.4) and entering into this Agreement.
- (s) since the date of its incorporation, Subco has not conducted any active business (other than any business required in connection with the Amalgamation), and has no assets and no liabilities;
- (t) neither G2M nor Subco is in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement or licence to which it is a party or by which it is bound;
- (u) the data and information in respect of G2M's and Subco's assets, liabilities, business and operations provided by G2M or its advisors to Wishpond or its advisors and/or as filed on SEDAR+ was and is accurate and correct in all material respects as at the respective dates thereof and, in respect of any information provided or requested, G2M did not knowingly omit any material data or information necessary to make any data or information provided not misleading as at the respective dates thereof;
- (v) the minute books, books of account and other records of G2M and Subco have (whether of a financial or accounting nature or otherwise) been maintained in accordance with, in all material respects, all Applicable Laws and are complete and accurate in all material respects;
- (w) the directors on the board of directors of G2M eligible to vote in respect of the Amalgamation have, unanimously approved the Amalgamation and the entering into of this Agreement, and have unanimously determined that the Amalgamation is in the best interest of G2M;
- (x) G2M and Subco has not, directly or indirectly: (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (ii) made any contribution to any candidate for public office, in either case, where either would be prohibited under the *Corruption and Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to G2M and Subco and their respective operations;

- (y) no act or proceeding has been taken by or against G2M or Subco in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of G2M Subco nor, to the knowledge of G2M, is any threatened, or for the appointment of a trustee, receiver, manager or other administrator of G2M or Subco or any of their respective properties or assets. None of G2M or Subco has sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Arrangement Act* (Canada) or applicable bankruptcy legislation outside Canada; or
- (z) there has not been a reportable event (within the meaning of Section 4.11 of NI 51-102 - *Continuous Disclosure Obligations of the Canadian Securities Administrators*) with G2M's auditors.

16. **Representation and Warranties of Wishpond and SalesCloser.** Wishpond and SalesCloser represent and warrant to and in favour of G2M and Subco as follows, and acknowledge that G2M and Subco are relying upon such representations and warranties:

- (a) each of Wishpond and SalesCloser is a corporation existing under the Act and has the corporate power, capacity and authority to carry on its business as currently conducted; own, lease and operate its property and assets; and to enter into and perform its obligations under this Agreement in accordance with the provisions hereof and to complete the Amalgamation;
- (b) this Agreement has been duly authorized, executed and delivered by each of Wishpond and SalesCloser and constitutes a valid and binding obligation of each of them enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in Applicable Laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Wishpond or SalesCloser, other than the approval of the Amalgamation by the holders of the SalesCloser Shares, is necessary to authorize the transactions contemplated under this Agreement;
- (c) there is no requirement to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority, or to obtain any consent, approval or authorization of any other Person, other than the NB Consent or the approval of holders of the SalesCloser Shares as required by the Act, as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation, except for the filing of the Amalgamation Application in respect of the Amalgamation, and other filings, notifications and authorizations required under Applicable Laws and the rules of the TSXV;
- (d) SalesCloser has no Subsidiaries or branches;

- (e) SalesCloser has no employees, and no Change of Control Payment will be triggered by the Amalgamation;
- (f) the authorized capital of SalesCloser consists of an unlimited number of SalesCloser Shares, of which 22,750,000 SalesCloser Shares are issued and outstanding as of the date of this Agreement, all of which shares have been duly authorized and validly issued, and are fully paid and non-assessable and are not subject to, nor issued in violation of, any pre-emptive rights;
- (g) Wishpond directly owns all of the outstanding shares of SalesCloser and no Person holds any securities convertible or exchangeable into securities of SalesCloser or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of SalesCloser other than the holders of the Bridge Notes and the Bridge Financing Finder's Warrant;
- (h) (i) all Taxes due and payable or required to be collected or withheld and remitted, by SalesCloser have been paid, collected or withheld and remitted, as applicable; (ii) all Tax Returns required to be filed by SalesCloser have been filed with all appropriate Governmental Authorities and all such Tax Returns are complete and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading; (iii) no examination of any Tax Return of SalesCloser is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by SalesCloser; and (iv) there are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to SalesCloser;
- (i) SalesCloser is not in default or breach of this Agreement, and none of the execution and delivery of, and the compliance with the terms of, this Agreement by SalesCloser, or the completion of the Amalgamation in accordance with the terms hereof, will result in a breach, violation, conflict, default, termination or acceleration of, or create a state of facts which, after notice or lapse of time or both, will result in a breach, violation, conflict, default, termination or acceleration of, or result in a creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of SalesCloser under: (i) any of the terms, conditions or provisions of the constating documents or by-laws or resolutions of the directors or shareholders of SalesCloser; (ii) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument, obligation or document to which SalesCloser or any of is a party or will be contractually bound as of the Effective Date or to which its properties or assets may be subject; or (iii) any statute, rule, judgment, ruling, decree, order, injunction, determination, award, ordinance, or regulation, applicable to or binding on SalesCloser, or their respective assets;

- (j) provided that Wishpond shall have the right to participate in the preparation of the G2M Circular, the SalesCloser Information contained in the G2M Circular shall not, at either: (i) the time of the first submission thereof by G2M to the TSXV; or (ii) the final effective date thereof, contain any misrepresentations, fail to be true and correct in any material respect or contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading; provided however, that no representation is made by Wishpond with respect to any other information contained in the G2M Circular;
- (k) the SalesCloser Financial Statements: (i) are, in all material respects, consistent with the books and records of SalesCloser for the periods covered thereby; (ii) contain and reflect all material adjustments for the fair presentation of the results of operations and the financial condition of the business of SalesCloser for the periods covered thereby; and (iii) present fully, fairly and correctly, in accordance with IFRS, in all material respects, the assets and financial condition of SalesCloser as at the dates thereof and the results of operations and the changes in financial position for the periods then ended;
- (l) there are no actions, suits, proceedings or inquiries, including, to the knowledge of Wishpond, pending or threatened, against or affecting SalesCloser, at law or in equity or before or by any Governmental Authority;
- (m) SalesCloser has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do any of the foregoing;
- (n) SalesCloser has no material assets other than as set forth in the SalesCloser Financial Statements or SalesCloser Disclosure Letter. SalesCloser has no material liabilities of any nature (matured or unmatured, fixed or contingent) other than as set forth in the SalesCloser Financial Statements or the SalesCloser Disclosure Letter or as may be incurred in connection with the transactions contemplated hereby;
- (o) SalesCloser is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement or licence to which it is a party or by which it is bound;
- (p) no Person is or will be entitled to claim against Wishpond or SalesCloser for any broker's or finder's fee or other commission or similar fee incurred by either of them in connection with any of, or the consummation of any of, the transactions contemplated hereby or the Amalgamation;
- (q) SalesCloser is not party to any material contract or commitment; or a party to or bound by any guarantee, indemnification, surety or similar obligations; or a party to any: (i) material joint venture or similar agreement; (ii) any note, bond,

mortgage, instalment obligation, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument, obligation or document relating to the borrowing of money by the relevant company; or (iii) contract which will limit in any respect the freedom of any such company to compete in any line of business or with any Person in any way;

- (r) SalesCloser is not indebted to any of its directors, officers, employees or consultants, any of its shareholders or any of their respective associates or affiliates, except for amounts due as reimbursement for ordinary business expenses;
- (s) SalesCloser does not have in effect any bonus plan, commission plan, profit sharing plan, pension plan, royalty plan or arrangement, defined benefit plan or employee benefit plan for the benefit of any of its employees, officers, directors or shareholders, and has made no agreements or promises with respect to any such plans;
- (t) SalesCloser does not have in place or in effect any employment agreements, consulting agreements or other change of control agreements which provide for a Change of Control Payment;
- (u) the SalesCloser Information contained in the G2M Circular shall not, at either: (i) the time of the first submission thereof by G2M to the TSXV; or (ii) the final effective date thereof, contain any misrepresentations, fail to be true and correct in any material respect or contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading; provided however, that no representation is made by Wishpond or SalesCloser with respect to any G2M Information contained in the G2M Circular;
- (v) since the date of SalesCloser Financial Statements, SalesCloser has not, other than in connection with this Agreement, purchased, leased or otherwise acquired, or agreed to purchase, lease or otherwise acquire, any additional properties or assets;
- (w) the minute books, books of account and other records of SalesCloser have (whether of a financial or accounting nature or otherwise) been maintained in accordance with, in all material respects, all Applicable Laws and are complete and accurate in all material respects;
- (x) at Closing, SalesCloser will have all intellectual property necessary to permit it to conduct its business as presently conducted and as proposed to be conducted;
- (y) neither Wishpond nor SalesCloser has, directly or indirectly: (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (ii) made any contribution to any

candidate for public office, in either case, where either would be prohibited under the *Corruption and Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to Wishpond and SalesCloser and their respective operations; and

- (z) no act or proceeding has been taken by or against Wishpond or SalesCloser in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of either of them, nor, to the knowledge of Wishpond, is any threatened, or for the appointment of a trustee, receiver, manager or other administrator of Wishpond or SalesCloser or any of their respective properties or assets. Neither Wishpond nor SalesCloser has sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Arrangement Act* (Canada) or applicable bankruptcy legislation outside Canada.

17. **Representations and Warranties of Subco.** Subco represents and warrants to and in favour of Wishpond and SalesCloser as follows, and acknowledges that Wishpond and SalesCloser are relying upon such representations and warranties:

- (a) Subco is a corporation existing under the Act;
- (b) Subco has the power and capacity and is duly authorized to execute and deliver, and perform its obligations under, this Agreement and this Agreement is a valid and binding agreement, enforceable against Subco in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in Applicable Laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other proceeding on the part of Subco, other than the approval of the Amalgamation by G2M, as sole shareholder of Subco, is necessary to authorize the transactions contemplated under this Agreement;
- (c) Subco has been incorporated solely for the purpose of the Amalgamation and has never carried on any active business (other than such business required in connection with the Amalgamation), and has no material assets and no liabilities;
- (d) there is no requirement to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority, or to obtain any consent, approval or authorization of any other Person (other than the approval of the sole shareholder of Subco as required by the Act), as a condition to the lawful completion of the transactions contemplated by this Agreement, including specifically the Amalgamation, except for the filing of articles of amalgamation in respect of the Amalgamation and other filings, notifications and authorizations required under applicable securities laws and the rules of the TSXV;

- (e) there are no actions, suits, proceedings or inquiries, including, to the knowledge of Subco, pending or threatened, against or affecting Subco at law or in equity or before any Governmental Authority; and
- (f) the authorized capital of Subco consists of an unlimited number of Subco Shares. One Subco Share is issued and outstanding, which is owned by G2M. Such outstanding Subco Share has been duly authorized and validly issued, and is fully paid and non-assessable and is not subject to, nor issued in violation of, any pre-emptive rights. No Person holds any securities convertible or exchangeable into securities of Subco, or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, option or right for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of Subco.

18. **Mutual Conditions Precedent.** The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by the mutual consent of such parties without prejudice to their right to rely on any other of such conditions, subject to the last paragraph of this Section 18:

- (a) the G2M Meeting Matters will have been approved by the shareholders of G2M at the Meeting;
- (b) the Bridge Financing and Subscription Receipts Financing shall have closed;
- (c) the Amalgamation shall be approved by G2M as the sole shareholder of Subco by way of written resolution executed by such sole shareholder, all in accordance with the applicable provisions of the Act;
- (d) the Amalgamation shall be approved by the SalesCloser Shareholders by the requisite approval of such shareholders in accordance with the applicable provisions of the Act;
- (e) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Amalgamation;
- (f) all necessary third party and regulatory and governmental approvals, waivers and consents in respect of the transactions contemplated herein, including but not limited to the NB Consent (each, a “**Third Party Approval**”) shall have been obtained on terms and conditions satisfactory to G2M and Wishpond, each acting reasonably, including, without limitation, the conditional approval of the TSXV to the listing thereon of G2M Shares to be issued in connection with the Amalgamation,

- (g) all applicable securityholders shall have entered into the requisite escrow agreements that may be required by the TSXV as a condition of the final TSXV approval of the Transaction;
- (h) no action or proceeding shall be pending or threatened by any Person and there shall be no action taken under any existing Applicable Laws that:
  - (i) make illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transactions contemplated herein; or
  - (ii) result in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein;
- (i) all necessary actions shall have been taken with respect to the Amalgamation so that the securities to be issued pursuant to the Amalgamation shall be exempt from the registration requirements of the U.S. Securities Act pursuant to the Rule 802 Exemption or the Rule 506(b) Exemption and from the registration requirements of applicable state laws pursuant to similar exemptions under such laws;
- (j) this Agreement shall not have been terminated pursuant to Section 23 hereof;
- (k) the distribution of the Consideration Shares pursuant to the Amalgamation shall be exempt from prospectus and registration requirements under Applicable Canadian Securities Laws and, except with respect to persons deemed to be "control persons" of G2M under such Applicable Canadian Securities Laws, such Consideration Shares shall not be subject to any resale restrictions in Canada under such Applicable Canadian Securities Laws;
- (l) if required by the TSXV, the parties will have obtained a valuation opinion in support of the Transaction which is satisfactory to the TSXV;
- (m) if required by the TSXV, G2M will have obtained sponsorship for the Transaction pursuant to the applicable policies of the TSXV; and
- (n) the Effective Time shall have occurred on or prior to the Termination Deadline.

The conditions described above are for the mutual benefit of each of G2M, Subco, Wishpond and SalesCloser and may be asserted by any of them, as applicable, regardless of the circumstances, and such conditions (other than the conditions set forth in Sections 18(a) and 18(b) above) may be waived by G2M, Subco, Wishpond and SalesCloser, as applicable, in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which G2M, Subco, Wishpond and SalesCloser may have.

19. **Conditions to Obligations of G2M and Subco.** The obligations of G2M and Subco to consummate the transactions contemplated hereby and in particular the issue of the

Consideration Shares in connection with the Amalgamation, are subject to the satisfaction, on or before the Effective Date (or such other time specified in respect thereof), of the following conditions:

- (a) Wishpond shall have complied in all respects with its covenants herein (without giving effect to, applying or taking into consideration any materiality qualification already contained in such covenant or obligation); provided that Wishpond shall be entitled to cure any breach of a covenant within five Business Days after receipt of written notice thereof from G2M (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Termination Deadline);
- (b) G2M and Subco shall have received a certificate from a senior officer of Wishpond confirming that the applicable conditions set forth in Sections 18 and 19 hereof have been satisfied;
- (c) the representation and warranties of Wishpond set forth in this Agreement shall be true and correct (without giving effect to, applying or taking into consideration any materiality qualification already contained in such representation and warranty) as of the date of this Agreement and shall be true and correct as of the Effective Date as if made by Wishpond immediately preceding the Amalgamation on the Effective Date (except to the extent such representations and warranties speak as of an earlier date or, with respect to all representations and warranties, except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not, or would not reasonably be expected to, materially impede the ability of the parties to complete the Amalgamation, provided that Wishpond shall be entitled to cure any breach of a representation and warranty within five Business Days after receipt of written notice thereof from G2M (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Termination Deadline);
- (d) the board of directors of Wishpond shall have adopted all necessary resolutions to permit the consummation of the Amalgamation, this Agreement and all related matters contemplated in connection therewith as set forth herein;
- (e) Wishpond shall have furnished G2M with certified copies of:
  - (i) the resolutions, duly passed by the board of directors of SalesCloser approving the Amalgamation, this Agreement and the consummation of the transactions contemplated hereby; and
  - (ii) the resolution approving the Amalgamation duly passed by the SalesCloser Shareholders in accordance with the Act;

- (f) the G2M Change of Control Payments shall be \$nil;
- (g) SalesCloser will have no material liabilities other than: (i) its loans, lines or credit and other debts (the “SalesCloser Debts”), of which there are none as of the date hereof; (ii) pursuant to the Bridge Financing; and (iii) expenses incurred; (A) in the ordinary course of business; or (B) in connection with the Transaction.

The conditions described above are for the exclusive benefit of G2M and Subco and may be asserted by G2M and Subco regardless of the circumstances, and such conditions (other than the condition set forth in Section 19(d)above) may be waived by G2M and Subco in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which G2M and Subco may have.

20. **Conditions to Obligations of Wishpond and SalesCloser.** The obligations of Wishpond and SalesCloser to consummate the transactions contemplated hereby and in particular the Amalgamation are subject to the satisfaction, on or before the Effective Date (or such other time specified in respect thereof), of the following conditions:

- (a) G2M and Subco shall have complied in all respects with their respective covenants herein (without giving effect to, applying or taking into consideration any materiality qualification already contained in such covenant or obligation); provided that G2M and Subco shall be entitled to cure any breach of a covenant within five Business Days after receipt of written notice thereof from Wishpond (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Termination Deadline);
- (b) Wishpond and SalesCloser shall have received a certificate from a senior officer of each of G2M and Subco confirming that the applicable conditions set forth in Sections 18, 19 and 20 hereof have been satisfied;
- (c) the representations and warranties of G2M and Subco set forth in this Agreement shall be true and correct (without giving effect to, applying or taking into consideration any materiality qualification already contained in such representation and warranty) as of the date of this Agreement and shall be true and correct as of the Effective Date as if made by G2M and Subco, respectively, immediately preceding the Amalgamation on the Effective Date (except to the extent such representations and warranties speak as of an earlier date or, with respect to all representations and warranties, except as affected by transactions contemplated or permitted by this Agreement), provided that G2M shall be entitled to cure any breach of a representation and warranty within five Business Days after receipt of written notice thereof from Wishpond (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Termination Deadline);

- (d) the board of directors of each of G2M and Subco shall have adopted all necessary resolutions to permit the consummation of the Amalgamation, this Agreement and all related matters contemplated in connection therewith as set forth herein;
- (e) the board of directors of G2M shall have made and not withdrawn, modified or amended, in any material respect, an affirmative recommendation that the SalesCloser Shareholders approve the Amalgamation;
- (f) G2M shall have furnished Wishpond with certified copies of:
  - (i) the resolutions, duly passed by the board of directors of G2M: (A) approving the Amalgamation, this Agreement and the consummation of the transactions contemplated hereby; and (B) conditionally allotting for issuance the aggregate number of G2M Shares that may be required to be issued in accordance with the terms of this Agreement upon the Amalgamation taking effect; and
  - (ii) the written resolution of the sole shareholder of Subco approving the Amalgamation in accordance with the terms hereof;
- (g) G2M will have not less than C\$560,000 in its treasury, less any expenses and subject to any liabilities incurred in connection with the Transaction, provided that G2M will work with Wishpond to provide that its legal fees, excluding disbursements, will not exceed \$30,000 for this Transaction;
- (h) G2M shall have delivered Finder's Warrant Exchange Agreements to each holder of Finder's Warrants;
- (i) prior to the Effective Time, and in the order set out in the Closing Steps Sequence, as applicable, the following will have been completed:
  - (i) the SalesCloser assets will have been assigned from Wishpond to SalesCloser;
  - (ii) the Consolidation will have been effected, with the result that there shall be 1,900,000 G2M Shares issued and outstanding;
  - (iii) the Name Change will have been effected;
  - (iv) the Continuance will have been effected;
  - (v) the Founder Options will have been issued, being 2,533,333 to Ali Tajsandar and 1,266,667 to Jordan Gutierrez;
  - (vi) the RK FF Shares will have been issued;
  - (vii) the Subscription Receipt Financing will have closed;

- (viii) SR Finder's Warrants will have been issued;
- (ix) G2M will have assumed the Bridge Financing Finder's Warrants;
- (x) G2M and Wishpond shall have entered into the Investor Rights Agreement;
- (xi) resignations will have been received from the existing directors of G2M to take effect at Closing, and the appointments of the following persons as directors effective as of the Closing shall have been approved by all necessary action by G2M:
  - (A) Ali Tajskandar;
  - (B) Hossein Malek;
  - (C) Jordan Gutierrez; and
  - (D) an additional nominee who will be identified by Wishpond in writing no less than five (5) Business Days prior to the mailing of the G2M Circular;
- (xii) resignations will have been received from all of the officers of G2M to take effect as of the Closing, and all necessary corporate action shall have been taken by G2M to appoint the following persons to the following positions effective as of the Closing (or such other persons as Wishpond may advise in writing no less than five Business Days prior to the Closing):
  - (A) Ali Tajskandar, CEO;
  - (B) Jordan Gutierrez, COO;
  - (C) Adrian Lim, CFO; and
  - (D) Kendra Low, Corporate Secretary;
- (j) immediately prior to the Effective Time, Wishpond shall be satisfied that there shall not be more than 1,900,000 G2M Shares outstanding (prior to the exercise of any G2M Options and G2M IPO Broker Warrants) and Wishpond shall be satisfied that upon completion of the Amalgamation, no Person shall have any agreement, option or any right or privilege (whether by law, pre-emptive, by contract or otherwise) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any issued or unissued, G2M Shares, other than 181,818 G2M Options and 69,930 G2M IPO Broker Warrants;

The conditions described above are for the exclusive benefit of Wishpond and SalesCloser, and may be asserted by Wishpond and SalesCloser regardless of the circumstances, and such conditions (other than the condition set forth in Section 20(d) above) may be waived by Wishpond and SalesCloser in their sole discretion, in whole or in part, at any time and

from time to time without prejudice to any other rights which Wishpond and SalesCloser may have.

21. **Notice and Effect of Failure to Comply with Conditions.** Each of Wishpond and G2M (on its behalf and on behalf of Subco) shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any material change in its business, operations or assets, or cause any of the representations or warranties of any party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any party hereunder provided, however, that no such notification will affect the representations or warranties of the parties or the conditions to the obligations of the parties hereunder. Each of Wishpond and G2M shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated, or to the knowledge of such party, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other party pursuant to this provision. The conditions set out in Sections 18, 19 and 20 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the parties, the articles of amalgamation are filed under the Act to give effect to the Amalgamation.

22. **Amendment.** This Agreement may at any time and from time to time be amended by written agreement of the parties hereto without, subject to Applicable Law, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants contained herein and waive or modify performance of any of the obligations of the parties hereto; or
- (d) waive compliance with or modify any other conditions precedent contained herein,

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by SalesCloser Shareholders in exchange for their SalesCloser Shares without approval by the SalesCloser Shareholders given in the same manner as required for the approval of the Amalgamation.

23. **Termination.** This Agreement may be terminated:

- (a) at any time prior to the issuance of the Certificate, by mutual written agreement of the parties hereto;

- (b) at any time after the Termination Deadline, by either Wishpond or G2M (on its behalf and on behalf of Subco), if the Certificate has not been issued by the Registrar on or before such date, provided that the event giving rise to the termination right is not the result, directly or indirectly, of such terminating party's breach of this Agreement;
- (c) by G2M upon written notice by G2M (on its behalf and on behalf of Subco) to Wishpond (on its behalf and on behalf of SalesCloser), at any time prior to the Effective Date: (i) if any of the conditions required to be satisfied hereunder pursuant to Section 18 or 19 hereof (other than any of the conditions set forth under Sections 18(b) 18(c) or 18(n)) have not been satisfied (or waived by G2M, on its own behalf and on behalf of Subco, to the extent permitted hereunder) prior to the Effective Date; or (ii) if Wishpond and SalesCloser are in breach of any of its representations or warranties made in this Agreement or covenants made in this Agreement (subject to the application of the cure periods provided herein); and in each case, provided that the event giving rise to the termination right is not the result, directly or indirectly, of such terminating party's breach of this Agreement;
- (d) by Wishpond upon written notice by Wishpond to G2M (on its own behalf and on behalf of Subco), at any time prior to the Effective Date: (i) if any of the conditions required to be satisfied hereunder pursuant to Section 18 or 20 hereof (other than the conditions set forth under Sections 18(b) 18(d) or 18(n) have not been satisfied (or waived by Wishpond, to the extent permitted hereunder) prior to the Effective Date; or (ii) if G2M or Subco is in breach of any of its representations or warranties made in this Agreement or covenants made in this Agreement (subject to the application of the cure periods provided herein); and in each case, provided that the event giving rise to the termination right is not the result, directly or indirectly, of such terminating party's breach of this Agreement; or
- (e) by either Wishpond or G2M, upon written notice by such party to the other party (in the case of a notice given to or by G2M, on its own behalf and on behalf of Subco), at any time prior to the Effective Date, if the G2M Shareholders fail to approve the Amalgamation at the G2M Meeting, provided that the event giving rise to the termination right is not the result, directly or indirectly, of such terminating party's breach of this Agreement.

Following the termination of this Agreement in accordance with any of the above provisions, this agreement will terminate but the provisions in Sections 25 (Costs and Expenses), 27 (Confidentiality) and Section 42 (Break Fee) shall remain binding and enforceable and in full force and effect, and provided that neither the termination of this Agreement nor anything contained in this Section 23 shall relieve either party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination, other than as specifically set forth herein. If this Agreement is terminated pursuant to any provision of this Agreement, the parties

shall return all materials and copies of all materials delivered to Wishpond or G2M, as the case may be, or their respective Representatives.

24. **Survival.** The representations and warranties of the parties contained in this Agreement or any document or certificate given pursuant hereto shall terminate as of the Effective Date.
25. **Costs and Expenses.** The parties acknowledge and agree that, whether or not the transactions contemplated hereby are completed, all costs and expenses relating to the transactions contemplated by this Agreement will be paid by the party incurring same.
26. **Binding Effect.** This Agreement shall be binding upon and enure to the benefit of the parties hereto.
27. **Confidentiality.**
  - (a) **"Confidential Information"** means any information relating to the disclosing party's businesses, operations, assets, liabilities, plans, prospects or affairs, or to the transactions contemplated hereby, which has been or is disclosed to or acquired by the receiving parties regardless of whether such information is in oral, visual, electronic, written or other form and whether or not it is identified as "confidential".

Confidential Information does not include any information that:

- (i) is or becomes generally available to the public other than as a result of breach of this Section 27 by the receiving parties or their Representatives;
  - (ii) is or becomes available to the receiving parties on a non-confidential basis from a source other than the disclosing party unless the receiving parties know after reasonable inquiry that such source is prohibited from disclosing the information to the receiving parties by a contractual, fiduciary or other legal obligation to the disclosing party; or
  - (iii) the receiving parties can show was independently acquired or developed by the receiving parties prior to the disclosure by the other party and without the use of any Confidential Information.
- (b) The receiving parties shall keep confidential the Confidential Information, shall not disclose the Confidential Information in any manner whatsoever, in whole or in part, except as permitted by this Section 27, and shall use the Confidential Information solely to evaluate the transactions contemplated hereby and not directly or indirectly for any other purpose.
  - (c) The receiving parties shall not disclose to any Person the fact that the Confidential Information has been made available, this Agreement has been entered into, discussions or negotiations are taking place or have taken place concerning a possible transaction, or any of the terms, conditions or other facts with respect to the foregoing, including the status thereof, except as permitted by this Agreement.

Notwithstanding the foregoing, the parties acknowledge and agree that G2M and Wishpond shall each be required to disclose the terms hereof in accordance with the applicable timely disclosure obligations and the regulations of the TSXV.

- (d) The receiving parties may disclose Confidential Information to its Representatives but only to the extent that such Representatives need to know the Confidential Information for the purposes of evaluating the transactions contemplated hereby, have been informed of the confidential nature of the Confidential Information, are directed to hold the Confidential Information in the strictest confidence, and agree to act in accordance with the terms and conditions of this Agreement. Each party shall cause its Representatives to observe the terms of this Agreement and is responsible for any breach by its Representatives of any of the provisions of this Agreement.
- (e) The disclosure restrictions contained in this Agreement do not apply to disclosure that is required by Applicable Laws, unless the receiving parties are permitted or required by Applicable Law to refrain from making such disclosure for confidentiality or other reasons, or that the disclosing party gives the receiving parties prior written consent to disclose. Prior to making any disclosure pursuant to Applicable Laws, the receiving parties shall, to the extent not prohibited by Applicable Laws:
  - (i) give the disclosing party prompt notice of the requirement and the proposed content of any disclosure;
  - (ii) at the disclosing party's request and expense, co-operate with the disclosing party in limiting the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as the disclosing party deems necessary to preserve the confidentiality of the Confidential Information, at the disclosing party's cost; and
  - (iii) if a protective order or other remedy is not obtained or the disclosing party fails to waive compliance with the provisions of this Agreement, disclose only that portion of the Confidential Information that it is required to disclose and exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment is given to the Confidential Information disclosed.
- (f) The receiving parties shall make the same efforts to safeguard the Confidential Information as they make to safeguard their own confidential and proprietary business information, or all commercially reasonable efforts to safeguard the

Confidential Information if such efforts would impose on it a higher standard of care.

- (g) If this Agreement is terminated pursuant to Section 23, each party shall, subject to Section 27(h) within seven (7) Business Days of such termination:
- (i) return all Confidential Information to the other party without retaining any copies; or
  - (ii) destroy or permanently erase all copies of the Confidential Information;
- and
- (iii) certify to the other party in writing that this Section 27(g) has been complied with.

Return or destruction of Confidential Information shall not minimize the receiving party's obligation to protect and maintain the Confidential Information in the strictest confidence as provided for herein.

- (h) Despite Section 27(g), G2M and Wishpond may each retain data or electronic records containing the Confidential Information solely for the purposes of backup, recovery, contingency planning or business continuity planning so long as such data or records are not accessible in the ordinary course of business and are not accessed except as required for backup, recovery, contingency planning or business continuity purposes. Each party shall keep such retained Confidential Information confidential, subject to the terms of this Agreement. G2M and Wishpond shall permanently delete any data or records that are restored or otherwise become accessible in the ordinary course of business.
28. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof.
29. **Assignment.** No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.
30. **Press Releases etc.** Notwithstanding any other provision hereof, all press releases and other proposed public disclosure statements and/or documents issued by any of the parties in connection with the Amalgamation or other matters contemplated hereby must be provided to each of the parties prior to their release and due consideration shall be given to any comments provided by either such party to the other, provided however that this Section 30 shall not be interpreted so as to prohibit any party from complying with its timely disclosure obligations under Applicable Laws.
31. **Lock Up Agreements.** G2M shall cause each of its directors, officers and insiders to execute and deliver Lock-up Agreements on the date hereof.

32. **Further Assurances.** Each of the parties hereto agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.
33. **Notice.** Any notice which a party may desire to give or serve upon another party shall be in writing and may be delivered, mailed by prepaid registered mail, return receipt requested or sent by facsimile or email transmission to the following addresses:

(a) **G2M CAP CORP. and 1563395 BC LTD.**

1111 W Hastings St, Suite 905  
Vancouver, BC V6E 2J3  
Attention: Hari Nesathurai, Chief Executive Officer  
Email: [hnesathurai@c2globallaw.com](mailto:hnesathurai@c2globallaw.com)

With a copy to:

Armstrong Simpson  
830-999 West Broadway  
Vancouver, BC. V5Z 1K5  
Attention: Shauna Hartman  
Email: [shartman@armlaw.com](mailto:shartman@armlaw.com)

(b) **WISHPOND TECHNOLOGIES INC. and SALESCLOSER**

1000 - 1500 West Georgia St.  
Vancouver, BC V6G 2Z6  
Attention: Adrian Lim, Chief Financial Officer  
Email: [adrianl@wishpond.com](mailto:adrianl@wishpond.com)

With a copy to:

Stikeman Elliott LLP  
666 Burrard Street, Suite 1700  
Vancouver, BC V6C 2X8  
Attention: Neville McClure  
Email: [nmclure@stikeman.com](mailto:nmclure@stikeman.com)

or to such other address as the party to or upon whom notice is to be given or served has communicated to the other parties by notice given or served in the manner provided for in this Section. In the case of delivery or electronic transmission, notice shall be deemed to be given on the date of delivery and in the case of mailing, notice shall be deemed to be given on the third Business Day after such mailing.

34. **Currency.** All dollar amounts expressed herein are in Canadian currency, unless otherwise specified.

35. **Time of Essence.** Time shall be of the essence of this Agreement.
36. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Applicable Laws of the Province of British Columbia and the Applicable Laws of Canada applicable therein. The parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising out of this Agreement.
37. **Waiver.** Either party may, on its own behalf only: (i) extend the time for the performance of any of the obligations or acts of another party, (ii) waive compliance with another party's agreements or the fulfillment of any conditions to its own obligations contained herein; or (iii) waive inaccuracies in another party's representations or warranties contained herein or in any document delivered by the other party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of the parties and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.
38. **Severability.** If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed.
39. **Provision of Information; Access**
- (a) Until the Effective Date or termination of this Agreement, Wishpond shall provide G2M and its Representatives reasonable access, during normal business hours and at such other time or times as G2M may reasonably request, to its premises (including field offices and sites), books, contracts, records, computer systems, properties, employees and management personnel and shall furnish to G2M all information concerning its SalesCloser, its business, assets and personnel as G2M may reasonably request, which information shall remain subject to Section 27 hereof.
- (b) Until the Effective Date or termination of this Agreement, G2M shall provide Wishpond and its Representatives access, during normal business hours and at such other time or times as Wishpond may reasonably request, to its premises (including field offices and sites), books, contracts, records, computer systems, properties, employees and management personnel and shall furnish to Wishpond all information concerning its business, assets and personnel as Wishpond may reasonably request, which information shall remain subject to Section 27 hereof.
40. **Exclusivity.** Neither G2M, Wishpond or SalesCloser will initiate or solicit any expressions of interest or proposals from any person relating to a: (a) possible sale, merger, amalgamation, arrangement, share exchange or similar transaction (an "**Alternative Transaction**"); for greater certainty, in the case of Wishpond, an Alternative Transaction

relating to SalesCloser; (b) in the case of Wishpond, any purchase of all or a significant portion of SalesCloser or of any equity interest, except as contemplated hereby; (c) in the case of G2M, any purchase of all or a significant portion of its assets or any equity interest, except as contemplated hereby; or (d) in the case of SalesCloser and the SalesCloser Shareholders, an initial public offering, registration of its securities or listing on any stock exchange, trading system or automated quotation dealer system.

41. **Break Fee.** A Break Fee (as defined below) will be payable (i) by G2M to Wishpond if the event of a termination of this Agreement by Wishpond pursuant to Section 23(b) or 23(d)) by Wishpond to G2M in the event of a termination of this Agreement by G2M pursuant to Section 23(b) or 23(c). The Break Fee will be equal to the amount of legal fees and other expenses incurred by the non-terminating party in respect of the Transaction up to such time (the "**Break Fee**"), provided that in the case where G2M becomes obligated to pay a Break Fee, such fee will be limited to lesser of the actual invoices evidencing the Break Fee and \$25,000, in accordance with Policy 2.4 of the TSXV.
42. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF this Master Agreement has been duly executed by the parties hereto as of the date first written above.

**G2M CAP CORP.**

Per:



Name: Hari Nesathurai  
Title: CEO

**1563395 B.C. LTD.**

Per:



Name: Hari Nesathurai  
Title: Director

**WISHPOND TECHNOLOGIES LTD.**

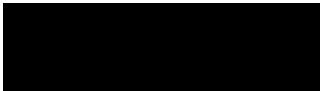
Per:



Name: Adrian Lim  
Title: CFO

**SALESCLOSER TECHNOLOGIES INC.**

Per:



Name: Adrian Lim  
Title: Director & CFO

**SCHEDULE "A"**  
**AMALGAMATION AGREEMENT**

## AMALGAMATION AGREEMENT

**THIS AGREEMENT** made as of December \_\_\_\_\_, 2025

**AMONG:**

**G2M CAP CORP.**

a corporation incorporated under the laws of the Canada ("**G2M**")

**AND**

**1563395 B.C. LTD.**

a company incorporated under the laws of the Province of British Columbia ("**Subco**")

**AND**

**WISHPOND TECHNOLOGIES INC.**

a company incorporated under the laws of the Province of British Columbia ("**Wishpond**")

**AND**

**SALESCLOSER TECHNOLOGIES INC**

a company incorporated under the laws of the Province of British Columbia ("**SalesCloser**")

**RECITALS:**

**WHEREAS** G2M, Subco and SalesCloser have entered into a master agreement dated as of December \_\_\_\_, 2025 pursuant to which the parties thereto have agreed that the business and assets of SalesCloser will be combined with those of G2M (the "**Master Agreement**");

**AND WHEREAS** it is desirable for Subco and SalesCloser to amalgamate (the "**Amalgamation**") under the BCBCA (as hereinafter defined) upon the terms and conditions hereinafter set out;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto do hereby agree as follows:

### **1. Interpretation**

In this Agreement, capitalized terms used but not defined herein will have the meanings given to them in the Master Agreement. Additional defined terms in this Agreement are as defined follows, including as defined in the recitals:

**"Acquisition"** means the acquisition by G2M of SalesCloser pursuant to the terms of the Master Agreement;

**"Agreement"** means this agreement and any amendment made to this Agreement;

**“Amalco”** means the corporation resulting from the Amalgamation and continuing the corporate existence of the Amalgamating Corporations;

**“Amalco Shares”** means the common shares in the capital of Amalco;

**“Amalgamating Corporation”** means each of Subco and SalesCloser and **“Amalgamating Corporations”** means both of them;

**“Amalgamation”** means the amalgamation of the Amalgamating Corporations pursuant to the provisions of section 277 of the BCBCA in the manner contemplated in and pursuant to this Agreement;

**“Amalgamation Application”** means the amalgamation application prepared in accordance with Section 275 of the BCBCA effecting the Amalgamation, in the form attached hereto as Schedule “A”;

**“BCBCA”** means the *Business Corporations Act* (British Columbia) and the regulations prescribed thereunder;

**“Certificate of Amalgamation”** means the certificate of amalgamation to be issued by the Registrar in respect of the Amalgamation;

**“Effective Date”** means the date shown on the Certificate of Amalgamation;

**“Effective Time”** has the meaning ascribed to it in Section 9;

**“G2M Shares”** means post-Consolidation common shares in the capital of G2M;

**“Master Agreement”** has the meaning ascribed thereto in the recitals to this Agreement;

**“Paid-up Capital”** means paid-up capital within the meaning of subsection 89(1) of the *Income Tax Act* (Canada);

**“Parties”** means G2M, Subco, Wishpond and SalesCloser;

**“Registrar”** means the Registrar of Companies appointed under the BCBCA;

**“SalesCloser Assets”** means the assets of Wishpond for the SalesCloser business that will be assigned to SalesCloser in connection with the Amalgamation, a list of which assets is included in Schedule “E” to the Master Agreement;

**“SalesCloser Shares”** means common shares in the capital of SalesCloser;

**“SalesCloser Shareholder”** means a registered holder of SalesCloser Shares, from time to time, and **“SalesCloser Shareholders”** means all of such holders; and

**“Transfer Agent”** means TMX Trust Company.

## **1. Paramountcy**

In the event of any conflict between the provisions of this Agreement and the provisions of the Master Agreement, the provisions of the Master Agreement shall prevail.

## **2. Agreement to Amalgamate**

Each of the Parties hereby agrees to the Amalgamation. The Amalgamating Corporations shall amalgamate to create Amalco on the terms and conditions set out in this Agreement.

## **3. Amalgamation Events**

The Parties shall cause the Amalgamation Application to be filed pursuant to section 275 of the BCBCA to effect the Amalgamation. Under the Amalgamation:

- (a) Subco and SalesCloser will amalgamate and continue as Amalco;
- (b) each SalesCloser Share will be exchanged for one fully paid and non-assessable G2M Share;
- (c) each Subco Share held by G2M will be exchanged for one fully paid and non-assessable Amalco Share;
- (d) as consideration for the issuance of the G2M Shares to effect the Amalgamation, Amalco will issue to G2M one Amalco Share for each one G2M Share so issued;
- (e) all of the property and assets of each of the Amalgamating Corporations will be the property and assets of Amalco and Amalco will be liable for all of the liabilities and obligations of each of the Amalgamating Corporations; and
- (f) Amalco will be a wholly-owned subsidiary of G2M.

## **4. Delivery of Securities Following Amalgamation**

In accordance with normal commercial practice, as soon as practicable following the Effective Date, G2M, directly or through the Transfer Agent, shall issue certificates representing the appropriate number of G2M Shares to the former holders of SalesCloser Shares.

## **5. Negative Covenants**

From the date hereof to and including the Effective Date, Subco covenants that it will not:

- (a) reserve, allot, create, issue or distribute Subco securities, other than: (i) in the case of SalesCloser, securities issuable upon the exercise, conversion or exchange of previously issued securities or pursuant to existing contractual agreements; or (ii) securities to be issued in order to effect the transactions described in the Master Agreement;
- (b) declare or pay dividends on any of its shares or make any other issue, payment or distribution to the holders of its securities including, without limitation, the issue, payment or distribution of any of its assets or property to such holders;
- (c) other than as contemplated in this Agreement, authorize or take any action to amalgamate, merge, reorganize, effect an arrangement, liquidate,

dissolve, wind-up or transfer all or substantially all of its undertaking or assets to another corporation or entity;

- (d) reclassify any outstanding securities or change such securities into other shares or securities or subdivide, redivide, reduce, combine or consolidate such securities into a greater or lesser number of securities, effect any other capital reorganization or amend the designation of or the rights, privileges, restrictions or conditions attaching to such securities;
- (e) other than as contemplated in this Agreement, amend its Articles; or
- (f) other than as contemplated in this Agreement, enter into any transaction, or take any other action, out of the ordinary course of its business.

## **6. Conditions Precedent to the Amalgamation**

The Amalgamation is subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which is for the benefit of each of the parties hereto and may be waived by any of the parties hereto at any time, in whole or in part, in its sole discretion without prejudice to any other right that it may have:

- (a) the Amalgamation and the issuance of the G2M Shares pursuant to the transactions contemplated in the Master Agreement shall have been accepted by the TSX Venture Exchange;
- (b) all conditions precedent to the completion of the Amalgamation shall have been obtained or waived in accordance with the Master Agreement;
- (c) the boards of directors of each of the Parties, shall have adopted all necessary resolutions and obtained all necessary shareholder approvals required to be obtained to permit the consummation of the transactions contemplated by this Agreement and the Master Agreement including without limitation, the authorization of the Amalgamation and, in the case of G2M, the issuance of the G2M Shares, and all other necessary corporate actions shall have been taken by each of the Parties;
- (d) the representations and warranties of each of the Parties contained in the Master Agreement shall be deemed to have been made again on the Effective Date and shall be true and correct in all material respects as of that date as if made on that date; and
- (e) each of the Parties shall be in compliance with their obligations under this Agreement and the Master Agreement.

A certificate signed by a senior officer of each of the Parties confirming the satisfaction or waiver of such conditions shall be conclusive evidence that such conditions have been satisfied and that Subco and SalesCloser may amalgamate in accordance with Section 3 hereof.

## **7. Fractional Shares**

No fractional G2M Shares will be issued or delivered to any SalesCloser Shareholders otherwise entitled thereto as a result of the Amalgamation, if any. Instead, the number of G2M Shares issued to each exchanging holder of SalesCloser Shares will be rounded down to the nearest whole number for no consideration.

## **8. Filing of Amalgamation Application**

If this Agreement is adopted by each of the Amalgamating Corporations as required by the BCBCA, the Amalgamating Corporations agree that they will, jointly and together, file with the Registrar, the Amalgamation Application.

## **9. Effective Time**

The Amalgamation shall take effect and go into operation at the time set out in the Amalgamation Application (the “**Effective Time**”), if this Agreement has been adopted as required by law and all necessary filings have been made with the Registrar before that time, or at such later time, or time and date, as may be determined by the directors or by special resolutions of the Amalgamating Corporations when this Agreement shall have been adopted as required by law; provided, however, that if the respective directors of either of the Amalgamating Corporations determine that it is in the best interests of the Amalgamating Corporations, or either of them, or of Amalco, not to proceed with the Amalgamation, then either of the Amalgamating Corporations may, by written notice to the other parties, terminate this Agreement at any time prior to the Amalgamating Corporations being amalgamated, and in such event, the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Amalgamating Corporations.

## **10. Name**

The name of Amalco shall be a numbered company name or such other name as may be agreed upon by the Parties.

## **11. Amalgamation Application and Articles**

The forms of the Amalgamation Application (including the notice of articles) and the articles of Amalco shall be substantially in the forms attached hereto as Schedules “A” and “B”, respectively. The Articles have been signed by one of the first directors of Amalco.

## **12. Registered and Records Offices**

The registered and records offices of Amalco shall be in the Province of British Columbia **[at the location specified in the notice of articles]**.

## **13. Activities**

There will be no limitations on the activities of Amalco. The directors of Amalco shall be authorized to borrow money on the credit of Amalco.

## **14. Fiscal Year End**

The fiscal year end of Amalco will be December 31.

**15. Authorized Capital**

The authorized capital of Amalco shall consist of an unlimited number of common shares without nominal or par value without special rights or restrictions.

**16. Capital**

In accordance with section 73 of the BCBCA, the amount to be added to the capital of Amalco in respect of the Amalco Shares issuable by Amalco pursuant to Sections 3(c) and 3(d) of this Agreement shall be the aggregate of: (i) the Paid-up Capital, determined before the Effective Time, of the Subco Shares exchanged for Amalco Shares pursuant to Section 3(c); and (ii) [an amount equal to the aggregate issue price of the Amalco Shares issued by Amalco to G2M in consideration for the issuance by G2M of G2M Shares to the shareholders of SalesCloser].

The amount added to the capital of G2M in respect of the G2M Shares issued by G2M to the shareholders of SalesCloser shall be equal to the Paid-up Capital, determined before the Effective Time, of all of the issued and outstanding SalesCloser Shares immediately before the Effective Time.

**17. Initial Director**

The first director of Amalco shall be the person whose name and prescribed address appears below:

<u>Name</u>	<u>Prescribed Address</u>
Adrian Lim	1000 – 1500 West Georgia Street, Vancouver, BC V6G 2Z6

The above director will hold office from the Effective Date until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

**18. Termination**

This Agreement may be terminated by the board of directors of each of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the issuance of the Certificate of Amalgamation and following the termination of the Master Agreement, without, except as provided in the Master Agreement, any recourse by any Party hereto or any of their shareholders or other Persons.

**19. Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

**20. Further Assurances**

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

**21. Time of the Essence**

Time shall be of the essence of this Agreement.

**22. Amendment or Modification of Agreement**

Each of Subco and SalesCloser may, by resolution of its directors or by special resolution, assent to any alteration or modification of this Agreement that may be necessary or desirable in the opinion of such directors or shareholders, as the case may be, of the company passing such resolution, and all alterations and modifications so assented to will be binding upon such company.

**23. Counterparts**

This Agreement may be signed in counterparts by electronic transmission, and all such signed counterparts, when taken together, shall constitute one and the same agreement, effective on this date.

***[Remainder of page intentionally left blank. Signature page follows.]***

**IN WITNESS WHEREOF** the Parties have executed this Agreement.

**G2M CAP CORP.**

By: \_\_\_\_\_  
Name: Hari Nesathurai  
Title: CEO

**1563395 B.C. LTD.**

By: \_\_\_\_\_  
Name: Melissa Martensen  
Title: Corporate Secretary

**WISHPOND TECHNOLOGIES LTD.**

By: \_\_\_\_\_  
Name: Adrian Lim  
Title: Chief Financial Officer

**SALESCLOSER TECHNOLOGIES INC.**

By: \_\_\_\_\_  
Name: Adrian Lim  
Title: Chief Financial Officer

**SCHEDULE "A"**  
**AMALGAMATION APPLICATION**  
**(See attached)**



Telephone: 1 877 526-1526

www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to the BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the Business Corporations Act requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA)

Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the Business Corporations Act for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A. INITIAL INFORMATION – When the amalgamation is complete, your company will be a BC limited company.

What kind of company(ies) will be involved in the amalgamation?

(Check all applicable boxes.)

BC company

BC unlimited liability company

B. NAME OF COMPANY – Choose one of the following:

The name [SalesCloser Amalco] is the name reserved for the amalgamated company. The name reservation number is: NR\_\_\_\_\_, OR

The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number, OR

The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies. The name of the amalgamating company being adopted is:

The incorporation number of that company is: \_\_\_\_\_

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C. AMALGAMATION STATEMENT – Please indicate the statement applicable to the amalgamation.

With Court Approval: This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

Without Court Approval: This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

**D. AMALGAMATION EFFECTIVE DATE** – Choose **one** of the following:

- The amalgamation is to take effect at the time that this application is filed with the registrar.
- The amalgamation is to take effect at 12:01 a.m. Pacific Time on \_\_\_\_\_ being a date that is not more than ten days after the date of the filing of this application.
- The amalgamation is to take effect at \_\_\_\_\_  a.m. or  p.m. Pacific Time on \_\_\_\_\_ being a date and time that is not more than ten days after the date of the filing of this application.

**E. AMALGAMATING CORPORATIONS**

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. SalesCloser Technologies Inc.	BC1560320	
2. 1563395 B.C. Ltd.	BC1563395	

**F. FORMALITIES TO AMALGAMATION**

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

- This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

**G. CERTIFIED CORRECT** – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED (YYYY / MM / DD)
1.	SalesCloser Technologies Inc.  X	2025 / 12 / __
2.	1563395 B.C. Ltd.  X	2025 / 12 / __

## NOTICE OF ARTICLES

### A. NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

**[SalesCloser Amalco]**

### B. TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

### C. DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME	DELIVERY ADDRESS INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE	MAILING ADDRESS INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE
Lim,	Adrian		1000-1500 West Georgia Street Vancouver, BC V6G 2Z6	

### D. REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

**[905 - 1111 West Hastings Street, Vancouver, BC V6E 2J3]**

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

**[905 - 1111 West Hastings Street, Vancouver, BC V6E 2J3]**

### E. RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

**[905 - 1111 West Hastings Street, Vancouver, BC V6E 2J3]**

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

**[905 - 1111 West Hastings Street, Vancouver, BC V6E 2J3]**

### F. AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number	Kind of shares of this class or series of shares		Are there special rights or restrictions attached to the shares of this class or series of shares?
	MAXIMUM NUMBER OF SHARES AUTHORIZED OR NO MAXIMUM NUMBER	PAR VALUE OR WITHOUT PAR VALUE	TYPE OF CURRENCY	YES/NO
Common	no maximum number	without par value	n/a	No

**SCHEDULE "B"**

**ARTICLES**

**(See attached)**

Incorporation Number \_\_\_\_\_

**ARTICLES  
OF  
[SALESCLOSER AMALCO]**

**PROVINCE OF BRITISH COLUMBIA  
*BUSINESS CORPORATIONS ACT***

## TABLE OF CONTENTS

### ARTICLE 1 INTERPRETATION

Section 1.1	Definitions .....	1
Section 1.2	BCA and <i>Interpretation Act</i> Definitions Applicable .....	2
Section 1.3	Conflicts or Inconsistencies .....	2

### ARTICLE 2 SHARES AND SHARE CERTIFICATES

Section 2.1	Authorized Share Structure .....	2
Section 2.2	Form of Share Certificate .....	2
Section 2.3	Shareholder Entitled to Certificate or Acknowledgement .....	2
Section 2.4	Delivery by Mail .....	2
Section 2.5	Replacement of Worn Out or Defaced Certificate or Acknowledgement .....	2
Section 2.6	Replacement of Lost, Destroyed or Wrongfully Taken Certificate .....	3
Section 2.7	Recovery of New Share Certificate .....	3
Section 2.8	Splitting Share Certificates .....	3
Section 2.9	Certificate Fee .....	3
Section 2.10	Recognition of Trusts .....	3

### ARTICLE 3 ISSUE OF SHARES

Section 3.1	Board Authorized .....	4
Section 3.2	Commissions and Discounts .....	4
Section 3.3	Brokerage .....	4
Section 3.4	Conditions of Issue .....	4
Section 3.5	Share Purchase Warrants and Rights .....	4

### ARTICLE 4 SHARE REGISTERS

Section 4.1	Central Securities Register .....	4
Section 4.2	Closing Register .....	5

### ARTICLE 5 SHARE TRANSFERS

Section 5.1	Registering Transfers .....	5
Section 5.2	Waivers of Requirements for Transfer .....	5
Section 5.3	Form of Instrument of Transfer .....	5
Section 5.4	Transferor Remains Shareholder .....	5
Section 5.5	Signing of Instrument of Transfer .....	6
Section 5.6	Enquiry as to Title Not Required .....	6
Section 5.7	Transfer Fee .....	6

### ARTICLE 6 TRANSMISSION OF SHARES

Section 6.1	Legal Personal Representative Recognized on Death .....	6
Section 6.2	Rights of Legal Personal Representative .....	6

**ARTICLE 7  
ACQUISITION OF COMPANY'S SHARES**

Section 7.1	Company Authorized to Purchase or Otherwise Acquire Shares.....	7
Section 7.2	No Purchase, Redemption or Other Acquisition When Insolvent.....	7
Section 7.3	Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares .....	7

**ARTICLE 8  
BORROWING POWERS**

Section 8.1	Borrowing Powers.....	7
-------------	-----------------------	---

**ARTICLE 9  
ALTERATIONS**

Section 9.1	Alteration of Authorized Share Structure .....	7
Section 9.2	Special Rights or Restrictions.....	8
Section 9.3	No Interference with Class or Series Rights without Consent.....	8
Section 9.4	Change of Name.....	9
Section 9.5	Other Alterations .....	9

**ARTICLE 10  
MEETINGS OF SHAREHOLDERS**

Section 10.1	Annual General Meetings .....	9
Section 10.2	Resolution Instead of Annual General Meeting .....	9
Section 10.3	Calling of Meetings of Shareholders.....	9
Section 10.4	Electronic Meetings.....	9
Section 10.5	Notice for Meetings of Shareholders .....	9
Section 10.6	Record Date for Notice .....	10
Section 10.7	Record Date for Voting .....	10
Section 10.8	Failure to Give Notice and Waiver of Notice.....	10
Section 10.9	Notice of Special Business at Meetings of Shareholders.....	10
Section 10.10	Class Meetings and Series Meetings of Shareholders.....	11
Section 10.11	Notice of Dissent Rights.....	11

**ARTICLE 11  
PROCEEDINGS AT MEETINGS OF SHAREHOLDERS**

Section 11.1	Special Business.....	11
Section 11.2	Special Majority.....	12
Section 11.3	Quorum .....	12
Section 11.4	Persons Entitled to Attend Meeting .....	12
Section 11.5	Requirement of Quorum .....	12
Section 11.6	Lack of Quorum .....	12
Section 11.7	Lack of Quorum at Succeeding Meeting.....	12
Section 11.8	Chair.....	12
Section 11.9	Selection of Alternate Chair .....	13
Section 11.10	Adjournments.....	13
Section 11.11	Notice of Adjourned Meeting .....	13
Section 11.12	Electronic Voting .....	13
Section 11.13	Decisions by Show of Hands or Poll.....	13
Section 11.14	Declaration of Result.....	13
Section 11.15	Motion Need Not be Seconded.....	13
Section 11.16	Casting Vote .....	13
Section 11.17	Manner of Taking Poll.....	14
Section 11.18	Demand for Poll on Adjournment.....	14

Section 11.19	Chair Must Resolve Dispute .....	14
Section 11.20	Casting of Votes.....	14
Section 11.21	No Demand for Poll on Election of Chair .....	14
Section 11.22	Demand for Poll Not to Prevent Continuance of Meeting.....	14
Section 11.23	Retention of Ballots and Proxies.....	14

**ARTICLE 12  
VOTES OF SHAREHOLDERS**

Section 12.1	Number of Votes by Shareholder or by Shares.....	14
Section 12.2	Votes of Persons in Representative Capacity .....	15
Section 12.3	Votes by Joint Holders .....	15
Section 12.4	Legal Personal Representatives as Joint Shareholders.....	15
Section 12.5	Representative of a Corporate Shareholder.....	15
Section 12.6	When Proxy Holder Need Not Be Shareholder .....	16
Section 12.7	When Proxy Provisions Do Not Apply to the Company.....	16
Section 12.8	Appointment of Proxy Holders .....	16
Section 12.9	Alternate Proxy Holders .....	16
Section 12.10	Deposit of Proxy.....	16
Section 12.11	Validity of Proxy Vote.....	17
Section 12.12	Form of Proxy .....	17
Section 12.13	Revocation of Proxy.....	17
Section 12.14	Revocation of Proxy Must Be Signed .....	17
Section 12.15	Chair May Determine Validity of Proxy.....	18
Section 12.16	Production of Evidence of Authority to Vote .....	18

**ARTICLE 13  
DIRECTORS**

Section 13.1	Number of Directors.....	18
Section 13.2	Change in Number of Directors .....	18
Section 13.3	Board's Acts Valid Despite Vacancy.....	19
Section 13.4	Qualifications of Directors .....	19
Section 13.5	Remuneration of Directors .....	19
Section 13.6	Reimbursement of Expenses of Directors .....	19
Section 13.7	Special Remuneration for Directors.....	19
Section 13.8	Gratuity, Pension or Allowance on Retirement of Director .....	19

**ARTICLE 14  
ELECTION AND REMOVAL OF DIRECTORS**

Section 14.1	Election at Annual General Meeting .....	19
Section 14.2	Consent to be a Director .....	19
Section 14.3	Failure to Elect or Appoint Directors .....	20
Section 14.4	Places of Retiring Directors Not Filled .....	20
Section 14.5	Board May Fill Casual Vacancies .....	20
Section 14.6	Remaining Directors' Power to Act .....	20
Section 14.7	Shareholders May Fill Vacancies .....	20
Section 14.8	Additional Directors.....	20
Section 14.9	Ceasing to be a Director .....	21
Section 14.10	Removal of Director by Shareholders.....	21
Section 14.11	Removal of Director by Directors.....	21

**ARTICLE 15  
ALTERNATE DIRECTORS**

Section 15.1	Application .....	21
--------------	-------------------	----

Section 15.2	Appointment of Alternate Director.....	21
Section 15.3	Notice of Meetings .....	22
Section 15.4	Alternate for More Than One Director Attending Meetings .....	22
Section 15.5	Consent Resolutions .....	22
Section 15.6	Alternate Director Not an Agent.....	22
Section 15.7	Revocation of Appointment of Alternate Director .....	22
Section 15.8	Ceasing to be an Alternate Director.....	22
Section 15.9	Remuneration and Expenses of Alternate Director .....	22

**ARTICLE 16  
POWERS AND DUTIES OF THE BOARD**

Section 16.1	Powers of Management.....	23
Section 16.2	Appointment of Attorney of Company.....	23

**ARTICLE 17  
INTERESTS OF DIRECTORS AND OFFICERS**

Section 17.1	Obligation to Account for Profits .....	23
Section 17.2	Restrictions on Voting by Reason of Interest .....	23
Section 17.3	Interested Director Counted in Quorum.....	23
Section 17.4	Disclosure of Conflict of Interest or Property .....	23
Section 17.5	Director Holding Other Office in the Company .....	24
Section 17.6	No Disqualification .....	24
Section 17.7	Professional Services by Director or Officer.....	24
Section 17.8	Director or Officer in Other Corporations.....	24

**ARTICLE 18  
PROCEEDINGS OF THE BOARD**

Section 18.1	Meetings of the Board.....	24
Section 18.2	Voting at Meetings .....	24
Section 18.3	Chair of Meetings.....	24
Section 18.4	Meetings by Telephone or Other Communications Medium .....	25
Section 18.5	Calling of Meetings .....	25
Section 18.6	Notice of Meetings .....	25
Section 18.7	When Notice Not Required .....	25
Section 18.8	Meeting Valid Despite Failure to Give Notice .....	25
Section 18.9	Waiver of Notice of Meetings.....	25
Section 18.10	Quorum .....	26
Section 18.11	Validity of Acts Where Appointment Defective .....	26
Section 18.12	Consent Resolutions in Writing.....	26

**ARTICLE 19  
EXECUTIVE AND OTHER COMMITTEES**

Section 19.1	Appointment and Powers of Executive Committee .....	26
Section 19.2	Appointment and Powers of Other Committees .....	26
Section 19.3	Obligations of Committees.....	27
Section 19.4	Powers of Board .....	27
Section 19.5	Committee Meetings .....	27

**ARTICLE 20  
OFFICERS**

Section 20.1	Board May Appoint Officers.....	28
Section 20.2	Functions, Duties and Powers of Officers.....	28

Section 20.3	Qualifications .....	28
Section 20.4	Remuneration and Terms of Appointment.....	28

**ARTICLE 21  
INDEMNIFICATION**

Section 21.1	Definitions .....	28
Section 21.2	Mandatory Indemnification of Eligible Parties.....	29
Section 21.3	Permitted Indemnification .....	29
Section 21.4	Non-Compliance with BCA .....	29
Section 21.5	Company May Purchase Insurance.....	29

**ARTICLE 22  
DIVIDENDS**

Section 22.1	Payment of Dividends Subject to Special Rights.....	29
Section 22.2	Declaration of Dividends .....	29
Section 22.3	No Notice Required.....	29
Section 22.4	Record Date .....	30
Section 22.5	Manner of Paying Dividend.....	30
Section 22.6	Settlement of Difficulties .....	30
Section 22.7	When Dividend Payable.....	30
Section 22.8	Dividends to be Paid in Accordance with Number of Shares .....	30
Section 22.9	Receipt by Joint Shareholders.....	30
Section 22.10	Dividend Bears No Interest.....	30
Section 22.11	Fractional Dividends .....	30
Section 22.12	Payment of Dividends.....	30
Section 22.13	Capitalization of Retained Earnings or Surplus .....	31

**ARTICLE 23  
ACCOUNTING RECORDS AND AUDITOR**

Section 23.1	Recording of Financial Affairs.....	31
Section 23.2	Inspection of Accounting Records .....	31
Section 23.3	Remuneration of Auditor .....	31

**ARTICLE 24  
NOTICES**

Section 24.1	Method of Giving Notice.....	31
Section 24.2	Deemed Receipt .....	32
Section 24.3	Certificate of Sending.....	32
Section 24.4	Notice to Joint Shareholders.....	32
Section 24.5	Notice to Legal Personal Representatives and Trustees .....	32
Section 24.6	Undelivered Notices.....	33

**ARTICLE 25  
SEAL**

Section 25.1	Who May Attest Seal .....	33
Section 25.2	Sealing Copies.....	33
Section 25.3	Mechanical Reproduction of Seal .....	33

**ARTICLE 26  
PROHIBITIONS**

Section 26.1	Definitions .....	33
Section 26.2	Application .....	34
Section 26.3	Consent Required for Transfer of Shares or Transfer Restricted Securities .....	34

Incorporation Number \_\_\_\_\_

## ARTICLES

[SALESCLOSER AMALCO]

(the "Company")

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Definitions

In these Articles, unless the context otherwise requires:

- (1) "**appropriate person**" has the meaning assigned in the *Securities Transfer Act*;
- (2) "**BCA**" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (3) "**board of directors**" and "**board**" mean the board of directors or sole director of the Company for the time being;
- (4) "**director**" means a person who is a director of the Company for the time being;
- (5) "**directors' resolution**" means a resolution of the board of directors passed at a meeting of the board or consented to by the directors in accordance with Section 140 of the BCA and Section 18.12;
- (6) "**Interpretation Act**" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (7) "**legal personal representative**" means the personal or other legal representative of a shareholder or other person, as the context requires;
- (8) "**protected purchaser**" has the meaning assigned in the *Securities Transfer Act*;
- (9) "**registered address**" of a shareholder means the shareholder's address as recorded in the central securities register;
- (10) "**seal**" means the seal of the Company, if any;
- (11) "**Securities Act**" means the *Securities Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (12) "**securities legislation**" means statutes concerning the regulation of securities markets and trading in securities and the regulations, rules, forms and schedules under those statutes, all as amended from time to time, and the blanket rulings and orders, as amended from time to time, issued by the securities commissions or similar regulatory authorities appointed under or pursuant to those statutes; "**Canadian securities legislation**" means the securities legislation in any province or territory of Canada and includes the *Securities Act*; and "**U.S. securities legislation**" means the securities legislation in the federal jurisdiction of the United States and

in any state of the United States and includes the *Securities Act* of 1933 and the *Securities Exchange Act* of 1934;

(13) "**Securities Transfer Act**" means the *Securities Transfer Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act; and

(14) "**special business**" has the meaning set out in Section 11.1.

### **Section 1.2 BCA and Interpretation Act Definitions Applicable**

The definitions in the BCA and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment.

### **Section 1.3 Conflicts or Inconsistencies**

If there is a conflict between a definition in the BCA and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the BCA will prevail in relation to the use of the term in these Articles. If there is a conflict or inconsistency between these Articles and the BCA, the BCA will prevail.

## **ARTICLE 2 SHARES AND SHARE CERTIFICATES**

### **Section 2.1 Authorized Share Structure**

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

### **Section 2.2 Form of Share Certificate**

Each share certificate issued by the Company must comply with, and be signed as required by, the BCA.

### **Section 2.3 Shareholder Entitled to Certificate or Acknowledgement**

Unless the shares of which the shareholder is the registered owner are uncertificated shares within the meaning of the BCA, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgement and delivery of a share certificate or an acknowledgement to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all.

### **Section 2.4 Delivery by Mail**

Any share certificate or non-transferable written acknowledgement of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

### **Section 2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement**

If the Company is satisfied that a share certificate or a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate is worn out or defaced, it must, on production to it of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, as it thinks fit:

- (1) order the share certificate or acknowledgement, as the case may be, to be cancelled; and
- (2) issue a replacement share certificate or acknowledgement, as the case may be.

### **Section 2.6 Replacement of Lost, Destroyed or Wrongfully Taken Certificate**

If a person entitled to a share certificate claims that the share certificate has been lost, destroyed or wrongfully taken, the Company must issue a new share certificate, if that person:

- (1) so requests before the Company has notice that the share certificate has been acquired by a protected purchaser;
- (2) provides the Company with an indemnity bond sufficient in the Company's judgement to protect the Company from any loss that the Company may suffer by issuing a new certificate; and
- (3) satisfies any other reasonable requirements imposed by the Company.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, apparently destroyed or wrongfully taken if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the shares represented by the certificate before receiving a notice of the loss, apparent destruction or wrongful taking of the share certificate.

### **Section 2.7 Recovery of New Share Certificate**

If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights under any indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

### **Section 2.8 Splitting Share Certificates**

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as represented by the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

### **Section 2.9 Certificate Fee**

There must be paid to the Company, in relation to the issue of any share certificate under Section 2.5, Section 2.6, or Section 2.8, the amount, if any and which must not exceed the amount prescribed under the BCA, determined by the board.

### **Section 2.10 Recognition of Trusts**

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

## **ARTICLE 3 ISSUE OF SHARES**

### **Section 3.1 Board Authorized**

Subject to the BCA and the rights, if any, of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the board may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

### **Section 3.2 Commissions and Discounts**

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

### **Section 3.3 Brokerage**

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

### **Section 3.4 Conditions of Issue**

Except as provided for by the BCA, no share may be issued until it is fully paid. A share is fully paid when:

- (1) consideration is provided to the Company for the issue of the share by one or more of the following:
  - (a) past services performed for the Company;
  - (b) property;
  - (c) money; and
- (2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Section 3.1.

### **Section 3.5 Share Purchase Warrants and Rights**

Subject to the BCA, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the board determines, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

## **ARTICLE 4 SHARE REGISTERS**

### **Section 4.1 Central Securities Register**

As required by and subject to the BCA, the Company must maintain a central securities register, which may be kept in electronic form. The board may, subject to the BCA, appoint an agent to maintain the central securities register. The board may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series

of its shares, as the case may be. The board may terminate such appointment of any agent at any time and may appoint another agent in its place.

#### **Section 4.2 Closing Register**

The Company must not at any time close its central securities register.

### **ARTICLE 5 SHARE TRANSFERS**

#### **Section 5.1 Registering Transfers**

Subject to Article 26, the BCA and the *Securities Transfer Act*, the Company must register a transfer of a share of the Company if either:

- (1) the Company or the transfer agent or registrar for the class or series of shares to be transferred has received:
  - (a) in the case where the Company has issued a share certificate in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
  - (b) in the case of a share that is not represented by a share certificate (including an uncertificated share within the meaning of the BCA and including the case where the Company has issued a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate in respect of the share to be transferred), a written instrument of transfer, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and
  - (c) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of shares to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser; or
- (2) all the preconditions for a transfer of a share under the *Securities Transfer Act* have been met and the Company is required under the *Securities Transfer Act* to register the transfer.

#### **Section 5.2 Waivers of Requirements for Transfer**

The Company may waive any of the requirements set out in Section 5.1(1) and any of the preconditions referred to in Section 5.1(2).

#### **Section 5.3 Form of Instrument of Transfer**

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form satisfactory to the Company or the transfer agent for the class or series of shares to be transferred.

#### **Section 5.4 Transferor Remains Shareholder**

Except to the extent that the BCA otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

### **Section 5.5 Signing of Instrument of Transfer**

If a shareholder or other appropriate person or an agent who has actual authority to act on behalf of that person, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified but share certificates are deposited with the instrument of transfer, all the shares represented by such share certificates:

- (1) in the name of the person named as transferee in that instrument of transfer; or
- (2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

### **Section 5.6 Enquiry as to Title Not Required**

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

### **Section 5.7 Transfer Fee**

Subject to the applicable rules of any stock exchange on which the shares of the Company may be listed, there must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the board.

## **ARTICLE 6 TRANSMISSION OF SHARES**

### **Section 6.1 Legal Personal Representative Recognized on Death**

In the case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the board may require the original grant of probate or letters of administration or a court certified copy of them or the original or a court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of the death under which title to the shares or securities is claimed to vest.

### **Section 6.2 Rights of Legal Personal Representative**

The legal personal representative of a shareholder has the rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles and applicable securities legislation, if appropriate evidence of appointment or incumbency within the meaning of the *Securities Transfer Act* has been deposited with the Company. This Section 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

**ARTICLE 7  
ACQUISITION OF COMPANY'S SHARES**

**Section 7.1 Company Authorized to Purchase or Otherwise Acquire Shares**

Subject to Section 7.2, the special rights or restrictions attached to the shares of any class or series of shares, the BCA and applicable securities legislation, the Company may, if authorized by the board, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the board.

**Section 7.2 No Purchase, Redemption or Other Acquisition When Insolvent**

The Company must not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (1) the Company is insolvent; or
- (2) making the payment or providing the consideration would render the Company insolvent.

**Section 7.3 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares**

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (1) is not entitled to vote the share at a meeting of its shareholders;
- (2) must not pay a dividend in respect of the share; and
- (3) must not make any other distribution in respect of the share.

**ARTICLE 8  
BORROWING POWERS**

**Section 8.1 Borrowing Powers**

The Company, if authorized by the board, may:

- (1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the board considers appropriate;
- (2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the board considers appropriate;
- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

**ARTICLE 9  
ALTERATIONS**

**Section 9.1 Alteration of Authorized Share Structure**

Subject to Section 9.2, the special rights or restrictions attached to the shares of any class or series of shares and the BCA, the Company may:

- (1) by ordinary resolution;
  - (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
  - (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
  - (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
  - (d) if the Company is authorized to issue shares of a class of shares with par value:
    - (i) decrease the par value of those shares; or
    - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
  - (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
  - (f) alter the identifying name of any of its shares; or
  - (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the BCA;

and, if applicable, alter its Notice of Articles and, if applicable, its Articles, accordingly; or

- (2) by directors' resolution, subdivide or consolidate all or any of its unissued, or fully paid issued, shares and if applicable, alter its Notice of Articles and, if applicable, its Articles accordingly.

### **Section 9.2 Special Rights or Restrictions**

Subject to the special rights or restrictions attached to the shares of any class or series of shares and the BCA, the Company may by ordinary resolution:

- (1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or
- (2) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued;

and alter its Articles and Notice of Articles accordingly.

### **Section 9.3 No Interference with Class or Series Rights without Consent**

A right or special right attached to issued shares must not be prejudiced or interfered with under the BCA, the Notice of Articles or these Articles unless the holders of shares of the class or series of shares to which the right or special right is attached consent by a special separate resolution of the holders of such class or series of shares.

#### **Section 9.4 Change of Name**

The Company may by directors' resolution or ordinary resolution authorize an alteration to its Notice of Articles in order to change its name.

#### **Section 9.5 Other Alterations**

If the BCA does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

### **ARTICLE 10 MEETINGS OF SHAREHOLDERS**

#### **Section 10.1 Annual General Meetings**

Unless an annual general meeting is deferred or waived in accordance with the BCA, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and, subject to Section 10.4, at such place, either in or outside British Columbia, as may be determined by the board.

#### **Section 10.2 Resolution Instead of Annual General Meeting**

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Section 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

#### **Section 10.3 Calling of Meetings of Shareholders**

The board may, at any time, call a meeting of shareholders, to be held at such time and, subject to Section 10.4, at such place, either in or outside British Columbia, as may be determined by the board.

#### **Section 10.4 Electronic Meetings**

- (1) The board may determine that a meeting of shareholders shall be held entirely by means of telephone, electronic or other communications facilities, as set out in the notice of meeting, if all persons attending the meeting are able to participate in it, whether by telephone, electronic or other communications medium (a "**fully electronic meeting**"). No physical location is required for a fully electronic meeting.
- (2) A meeting of shareholders may also be held at which some, but not necessarily all, persons entitled to attend may participate by means of such communications facilities, if the board determines to make them available.
- (3) A person participating in a meeting by means of telephone, electronic or other communications facilities is deemed to be present at the meeting.

#### **Section 10.5 Notice for Meetings of Shareholders**

The Company must send notice of the date, time and, unless the meeting is a fully electronic meeting, the location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution, and any notice to consider approving an amalgamation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if

any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

If the meeting will be an electronic meeting (as defined in the BCA), the notice must also contain instructions for attending and participating in the meeting by telephone or other communications medium, including, if applicable, instructions for voting at the meeting.

#### **Section 10.6 Record Date for Notice**

The board may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the BCA, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

#### **Section 10.7 Record Date for Voting**

The board may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the BCA, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

#### **Section 10.8 Failure to Give Notice and Waiver of Notice**

The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

#### **Section 10.9 Notice of Special Business at Meetings of Shareholders**

If a meeting of shareholders is to consider special business within the meaning of Section 11.1, the notice of meeting must:

- (1) state the general nature of the special business; and
- (2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of

the document or state that a copy of the document will be available for inspection by shareholders:

- (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
- (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

#### **Section 10.10 Class Meetings and Series Meetings of Shareholders**

Unless otherwise specified in these Articles, the provisions of these Articles relating to a meeting of shareholders will apply with the necessary changes and so far as they are applicable, to a class meeting or series meeting of shareholders holding a particular class or series of shares.

#### **Section 10.11 Notice of Dissent Rights**

The Company must send to each of its shareholders, whether or not their shares carry the right to vote, a notice of any meeting of shareholders at which a resolution entitling shareholders to dissent is to be considered specifying the date of the meeting and containing a statement advising of the right to send a notice of dissent together with a copy of the proposed resolution at least the following number of days before the meeting:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

### **ARTICLE 11 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS**

#### **Section 11.1 Special Business**

At a meeting of shareholders, the following business is special business:

- (1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (2) at an annual general meeting, all business is special business except for the following:
  - (a) business relating to the conduct of or voting at the meeting;
  - (b) consideration of any financial statements of the Company presented to the meeting;
  - (c) consideration of any reports of the board or auditor;
  - (d) the setting or changing of the number of directors;
  - (e) the election or appointment of directors;
  - (f) the appointment of an auditor;
  - (g) the setting of the remuneration of an auditor;
  - (h) business arising out of a report of the board not requiring the passing of a special resolution or an exceptional resolution;

- (i) any non-binding advisory vote; and
- (j) any other business which, under these Articles or the BCA, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

### **Section 11.2 Special Majority**

The majority of votes required for the Company to pass a special resolution at a general meeting of shareholders is two-thirds of the votes cast on the resolution.

### **Section 11.3 Quorum**

Subject to the special rights or restrictions attached to the shares of any class or series of shares, a quorum for the transaction of business at a meeting of shareholders is present if shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting are present in person or represented by proxy, irrespective of the number of persons actually present at the meeting.

### **Section 11.4 Persons Entitled to Attend Meeting**

In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the officers, any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the board or by the chair of the meeting and any other persons who, although not entitled to vote, are entitled or required under the BCA or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

### **Section 11.5 Requirement of Quorum**

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

### **Section 11.6 Lack of Quorum**

If, within one-half hour from the time set for holding a meeting of shareholders, a quorum is not present:

- (1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

### **Section 11.7 Lack of Quorum at Succeeding Meeting**

If, at the meeting to which the meeting referred to in Section 11.6(2) was adjourned, a quorum is not present within one-half hour from the time set for holding the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

### **Section 11.8 Chair**

The following individual is entitled to preside as chair at a meeting of shareholders:

- (1) the chair of the board, if any; or
- (2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

### **Section 11.9 Selection of Alternate Chair**

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting. If all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

### **Section 11.10 Adjournments**

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

### **Section 11.11 Notice of Adjourned Meeting**

It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

### **Section 11.12 Electronic Voting**

Any vote at a meeting of shareholders may be held entirely or partially by means of telephonic, electronic or other communications facilities if the directors determine to make them available whether or not persons entitled to attend participate in the meeting by means of telephonic, electronic or other communications facilities.

### **Section 11.13 Decisions by Show of Hands or Poll**

Subject to the BCA, every motion put to a vote at a meeting of shareholders will be decided on a show of hands or the functional equivalent of a show of hands by means of telephonic, electronic or other communications facilities, unless a poll, before or on the declaration of the result of the vote by show of hands (or its functional equivalent), is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

### **Section 11.14 Declaration of Result**

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands (or its functional equivalent) or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Section 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

### **Section 11.15 Motion Need Not be Seconded**

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

### **Section 11.16 Casting Vote**

In the case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

### **Section 11.17 Manner of Taking Poll**

Subject to Section 11.18, if a poll is duly demanded at a meeting of shareholders:

- (1) the poll must be taken:
  - (a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
  - (b) in the manner, at the time and at the place that the chair of the meeting directs;
- (2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (3) the demand for the poll may be withdrawn by the person who demanded it.

### **Section 11.18 Demand for Poll on Adjournment**

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

### **Section 11.19 Chair Must Resolve Dispute**

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

### **Section 11.20 Casting of Votes**

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

### **Section 11.21 No Demand for Poll on Election of Chair**

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

### **Section 11.22 Demand for Poll Not to Prevent Continuance of Meeting**

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of the meeting for the transaction of any business other than the question on which a poll has been demanded.

### **Section 11.23 Retention of Ballots and Proxies**

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

## **ARTICLE 12 VOTES OF SHAREHOLDERS**

### **Section 12.1 Number of Votes by Shareholder or by Shares**

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Section 12.3:

- (1) on a vote by show of hands (or its functional equivalent), every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

- (2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

### **Section 12.2 Votes of Persons in Representative Capacity**

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the board, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

### **Section 12.3 Votes by Joint Holders**

If there are joint shareholders registered in respect of any share:

- (1) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (2) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

### **Section 12.4 Legal Personal Representatives as Joint Shareholders**

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Section 12.3, deemed to be joint shareholders registered in respect of that share.

### **Section 12.5 Representative of a Corporate Shareholder**

If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (1) for that purpose, the instrument appointing a representative must be received:
  - (a) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
  - (b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;
- (2) if a representative is appointed under this Section 12.5:
  - (a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
  - (b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

### **Section 12.6 When Proxy Holder Need Not Be Shareholder**

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (1) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Section 12.5;
- (2) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting;
- (3) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or
- (4) the Company is a public company.

### **Section 12.7 When Proxy Provisions Do Not Apply to the Company**

If and for so long as the Company is a public company, Section 12.8 to Section 12.16 apply only insofar as they are not inconsistent with any Canadian securities legislation applicable to the Company, any U.S. securities legislation applicable to the Company or any rules of an exchange on which securities of the Company are listed.

### **Section 12.8 Appointment of Proxy Holders**

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy. The instructing of proxy holders may be carried out by means of telephonic, electronic or other communications facility in addition to or in substitution for instructing proxy holders by mail.

### **Section 12.9 Alternate Proxy Holders**

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

### **Section 12.10 Deposit of Proxy**

Subject to Section 12.13 and Section 12.15, a proxy for a meeting of shareholders must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
- (2) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages or by using such available telephone or internet voting services as may be approved by the board.

**Section 12.11 Validity of Proxy Vote**

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

**Section 12.12 Form of Proxy**

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the board or the chair of the meeting:

[name of company]

(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned):

\_\_\_\_\_

\_\_\_\_\_  
Signed [month, day, year]

\_\_\_\_\_  
[Signature of shareholder]

\_\_\_\_\_  
[Name of shareholder - printed]

**Section 12.13 Revocation of Proxy**

Subject to Section 12.14 and Section 12.15, every proxy may be revoked by an instrument in writing that is received:

- (1) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

**Section 12.14 Revocation of Proxy Must Be Signed**

An instrument referred to in Section 12.13 must be signed as follows:

- (1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy; or
- (2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Section 12.5.

**Section 12.15 Chair May Determine Validity of Proxy.**

The chair of any meeting of shareholders may, at his or her sole discretion, determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Article 12 as to form, execution, accompanying documentation, time of filing or otherwise, shall be valid for use at the meeting, and any such determination made in good faith shall be final, conclusive and binding upon the meeting.

**Section 12.16 Production of Evidence of Authority to Vote**

The board or the chair of any meeting of shareholders may, but need not, at any time (including before, at or subsequent to the meeting), inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence for the purposes of determining a person's share ownership as at the relevant record date and the authority to vote.

**ARTICLE 13  
DIRECTORS**

**Section 13.1 Number of Directors**

- (1) The number of directors is the number determined from time to time by directors' resolution or by ordinary resolution.
- (2) If the number of directors has not been determined as provided in paragraph (1), the number of directors is equal to the number of directors designated as directors in the Notice of Articles that applied when the Company was recognized under the BCA or the number of directors holding office immediately following the most recent election or appointment of directors, whether at an annual or special general meeting of the shareholders, by a consent resolution of shareholders, or by the directors pursuant to Section 14.4, Section 14.5 or Section 14.8.
- (3) Notwithstanding paragraph (2), the minimum number of directors is one or, if the company is a public company, three.

**Section 13.2 Change in Number of Directors**

If the number of directors is set under Section 13.1(1):

- (1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number; and
- (2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number at the first meeting of shareholders following the setting of that number, then the board, subject to Section 14.8, may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

No decrease in the number of directors will shorten the term of an incumbent director.

### **Section 13.3 Board's Acts Valid Despite Vacancy**

An act or proceeding of the board is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

### **Section 13.4 Qualifications of Directors**

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the BCA to become, act or continue to act as a director.

### **Section 13.5 Remuneration of Directors**

The directors are entitled to the remuneration for acting as directors, if any, as the board may from time to time determine. If the board so decides, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

### **Section 13.6 Reimbursement of Expenses of Directors**

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

### **Section 13.7 Special Remuneration for Directors**

If any director performs any professional or other services for the Company that in the opinion of the board are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the board, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

### **Section 13.8 Gratuity, Pension or Allowance on Retirement of Director**

Unless otherwise determined by ordinary resolution, the board on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

## **ARTICLE 14 ELECTION AND REMOVAL OF DIRECTORS**

### **Section 14.1 Election at Annual General Meeting**

At every annual general meeting and in every unanimous resolution contemplated by Section 10.2:

- (1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1) but are eligible for re-election or re-appointment.

### **Section 14.2 Consent to be a Director**

No election, appointment or designation of an individual as a director is valid unless:

- (1) that individual consents to be a director in the manner provided for in the BCA;
- (2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

- (3) with respect to first directors, the designation is otherwise valid under the BCA.

### **Section 14.3 Failure to Elect or Appoint Directors**

If:

- (1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Section 10.2, on or before the date by which the annual general meeting is required to be held under the BCA; or
- (2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Section 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (3) when his or her successor is elected or appointed; and
- (4) when he or she otherwise ceases to hold office under the BCA or these Articles.

### **Section 14.4 Places of Retiring Directors Not Filled**

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose.

### **Section 14.5 Board May Fill Casual Vacancies**

Any casual vacancy occurring in the board of directors may be filled by the remaining directors. For greater certainty, the appointment of a director to fill a casual vacancy as contemplated by this section is not the appointment of an additional director for the purposes of Section 14.8.

### **Section 14.6 Remaining Directors' Power to Act**

The board may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the board may only act for the purpose of:

- (1) appointing directors up to that number; or
- (2) calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the BCA, for any other purpose.

### **Section 14.7 Shareholders May Fill Vacancies**

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

### **Section 14.8 Additional Directors**

Notwithstanding Section 13.1 and Section 13.2, between annual general meetings or unanimous resolutions contemplated by Section 10.2, the board may appoint one or more additional directors, but the number of additional directors appointed under this Section 14.8 must not at any time exceed:

- (1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Section 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Section 14.1(1), but is eligible for re-election or re-appointment.

#### **Section 14.9 Ceasing to be a Director**

A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (4) the director is removed from office pursuant to Section 14.10 or Section 14.11.

#### **Section 14.10 Removal of Director by Shareholders**

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the board may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

#### **Section 14.11 Removal of Director by Directors**

The board may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company in accordance with the BCA and does not promptly resign, and the board may appoint a director to fill the resulting vacancy.

### **ARTICLE 15 ALTERNATE DIRECTORS**

#### **Section 15.1 Application**

The provisions of this Article 15 do not apply to the Company and its directors if and for so long as it is a public company.

#### **Section 15.2 Appointment of Alternate Director**

Any director (an "**appointor**") may by notice in writing received by the Company appoint any person (an "**appointee**") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the board or committees of the board at which the appointor is not present unless (in the case of an appointee who is not a director) the board has reasonably disapproved the appointment of such person as an alternate director and has given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

### **Section 15.3 Notice of Meetings**

Every alternate director so appointed is entitled to notice of meetings of the board and of committees of the board of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

### **Section 15.4 Alternate for More Than One Director Attending Meetings**

A person may be appointed as an alternate director by more than one director, and an alternate director:

- (1) will be counted in determining the quorum for a meeting of the board once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;
- (2) has a separate vote at a meeting of the board for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (3) will be counted in determining the quorum for a meeting of a committee of the board once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity; and
- (4) has a separate vote at a meeting of a committee of the board for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

### **Section 15.5 Consent Resolutions**

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

### **Section 15.6 Alternate Director Not an Agent**

Every alternate director is deemed not to be the agent of his or her appointor.

### **Section 15.7 Revocation of Appointment of Alternate Director**

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

### **Section 15.8 Ceasing to be an Alternate Director**

The appointment of an alternate director ceases when:

- (1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (2) the alternate director dies;
- (3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (4) the alternate director ceases to be qualified to act as a director; or
- (5) his or her appointor revokes the appointment of the alternate director.

### **Section 15.9 Remuneration and Expenses of Alternate Director**

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the

Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

## **ARTICLE 16 POWERS AND DUTIES OF THE BOARD**

### **Section 16.1 Powers of Management**

The board must, subject to the BCA and these Articles, manage or supervise the management of the business and affairs of the Company and has the authority to exercise all such powers of the Company as are not, by the BCA or by these Articles, required to be exercised by the shareholders of the Company.

### **Section 16.2 Appointment of Attorney of Company**

The board may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the board, to appoint or remove officers appointed by the board and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the board may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the board thinks fit. Any such attorney may be authorized by the board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

## **ARTICLE 17 INTERESTS OF DIRECTORS AND OFFICERS**

### **Section 17.1 Obligation to Account for Profits**

A director or senior officer who holds a disclosable interest (as that term is used in the BCA) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the BCA.

### **Section 17.2 Restrictions on Voting by Reason of Interest**

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

### **Section 17.3 Interested Director Counted in Quorum**

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of the board at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

### **Section 17.4 Disclosure of Conflict of Interest or Property**

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the BCA.

### **Section 17.5 Director Holding Other Office in the Company**

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the board may determine.

### **Section 17.6 No Disqualification**

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

### **Section 17.7 Professional Services by Director or Officer**

Subject to the BCA, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

### **Section 17.8 Director or Officer in Other Corporations**

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the BCA, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

## **ARTICLE 18 PROCEEDINGS OF THE BOARD**

### **Section 18.1 Meetings of the Board**

The board may meet for the conduct of business, adjourn and otherwise regulate its meetings as the board thinks fit, and meetings of the board held at regular intervals may be held at the place, at the time and on the notice, if any, as the board may from time to time determine.

### **Section 18.2 Voting at Meetings**

Questions arising at any meeting of the board are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

### **Section 18.3 Chair of Meetings**

The following individual is entitled to preside as chair at a meeting of the board:

- (1) the chair of the board, if any;
- (2) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (3) any other director chosen by the directors present if:
  - (a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
  - (b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

- (c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

#### **Section 18.4 Meetings by Telephone or Other Communications Medium**

A director may participate in a meeting of the board or of any committee of the board:

- (1) in person;
- (2) by telephone; or
- (3) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all directors attending the meeting are able to participate in it, whether by telephone, by other communications medium or in person. A director who participates in a meeting in a manner contemplated by this Section 18.4 is deemed for all purposes of the BCA and these Articles to be present at the meeting and to have agreed to participate in that manner.

#### **Section 18.5 Calling of Meetings**

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the board at any time.

#### **Section 18.6 Notice of Meetings**

Other than for meetings held at regular intervals as determined by the board pursuant to Section 18.1 or as provided in Section 18.7, reasonable notice of each meeting of the board, specifying the day, time, and, unless the meeting will be held exclusively by telephone or other communications medium, the location of that meeting must be given to each of the directors and the alternate directors by any method set out in Section 24.1 or orally or by telephone conversation with that director. If the meeting will be an electronic meeting (as defined in the BCA), the notice must also provide instructions for attending and participating in the meeting by telephone or other communications medium.

#### **Section 18.7 When Notice Not Required**

It is not necessary to give notice of a meeting of the board to a director or an alternate director if:

- (1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the board at which that director is appointed; or
- (2) the director or alternate director, as the case may be, has waived notice of the meeting.

#### **Section 18.8 Meeting Valid Despite Failure to Give Notice**

The accidental omission to give notice of any meeting of the board to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

#### **Section 18.9 Waiver of Notice of Meetings**

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the board and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the board need be given to that director or, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the board so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

Attendance of a director or alternate director at a meeting of the board is a waiver of notice of the meeting, unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

#### **Section 18.10 Quorum**

The quorum necessary for the transaction of the business at a meeting of the board may be set by the board and, if not so set, is deemed to be set at a majority of the number of directors then in office. If the number of directors is set at one, the quorum is deemed to be set at one director, and that director may constitute a meeting.

#### **Section 18.11 Validity of Acts Where Appointment Defective**

Subject to the BCA, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

#### **Section 18.12 Consent Resolutions in Writing**

A resolution of the board or of any committee of the board may be passed without a meeting:

- (1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or
- (2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Section 18.12 may be by any written instrument, fax, e-mail or any other method of transmitting legibly recorded messages in which the consent of the director is evidenced, whether or not the signature of the director is included in the record. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the board or of any committee of the board passed in accordance with this Section 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of the board or of the committee of the board and to be as valid and effective as if it had been passed at a meeting of the board or of the committee of the board that satisfies all the requirements of the BCA and all the requirements of these Articles relating to meetings of the board or of a committee of the board.

### **ARTICLE 19 EXECUTIVE AND OTHER COMMITTEES**

#### **Section 19.1 Appointment and Powers of Executive Committee**

The board may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and during the intervals between meetings of the board all of the board's powers are delegated to the executive committee, except:

- (1) the power to fill vacancies in the board of directors;
- (2) the power to remove a director;
- (3) the power to change the membership of, or fill vacancies in, any committee of the board; and
- (4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

#### **Section 19.2 Appointment and Powers of Other Committees**

The board may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (2) delegate to a committee appointed under paragraph (1) any of the board's powers, except:
  - (a) the power to fill vacancies in the board of directors;
  - (b) the power to remove a director;
  - (c) the power to change the membership of, or fill vacancies in, any committee of the board; and
  - (d) the power to appoint or remove officers appointed by the board; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

### **Section 19.3 Obligations of Committees**

Any committee appointed under Section 19.1 or Section 19.2, in the exercise of the powers delegated to it, must:

- (1) conform to any rules that may from time to time be imposed on it by the board; and
- (2) report every act or thing done in exercise of those powers at such times as the board may require.

### **Section 19.4 Powers of Board**

The board may, at any time, with respect to a committee appointed under Section 19.1 or Section 19.2:

- (1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (2) terminate the appointment of, or change the membership of, the committee; and
- (3) fill vacancies in the committee.

### **Section 19.5 Committee Meetings**

Subject to Section 19.3(1) and unless the board otherwise provides in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Section 19.1 or Section 19.2:

- (1) the committee may meet and adjourn as it thinks proper;
- (2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (3) a majority of the members of the committee constitutes a quorum of the committee; and
- (4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

## **ARTICLE 20 OFFICERS**

### **Section 20.1 Board May Appoint Officers**

The board may, from time to time, appoint such officers, if any, as the board determines and the board may, at any time, terminate any such appointment.

### **Section 20.2 Functions, Duties and Powers of Officers**

The board may, for each officer:

- (1) determine the functions and duties of the officer;
- (2) delegate to the officer any of the powers exercisable by the board on such terms and conditions and with such restrictions as the board thinks fit; and
- (3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

### **Section 20.3 Qualifications**

No officer may be appointed unless that officer is qualified in accordance with the BCA. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board must be a director. Any other officer need not be a director.

### **Section 20.4 Remuneration and Terms of Appointment**

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the board thinks fit and are subject to termination at the pleasure of the board, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

## **ARTICLE 21 INDEMNIFICATION**

### **Section 21.1 Definitions**

In this Article 21:

- (1) "**eligible penalty**" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (2) "**eligible proceeding**" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director, alternate director, officer or former officer of the Company (each, an "**eligible party**") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director or officer of the Company:
  - (a) is or may be joined as a party; or
  - (b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (3) "**expenses**" has the meaning set out in the BCA; and
- (4) "**officer**" means a person appointed by the board as an officer of the Company.

### **Section 21.2 Mandatory Indemnification of Eligible Parties**

Subject to the BCA, the Company must indemnify an eligible party and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director, alternate director and officer is deemed to have contracted with the Company on the terms of the indemnity contained in this Section 21.2.

### **Section 21.3 Permitted Indemnification**

Notwithstanding Section 21.2 and subject to any restrictions in the BCA, the Company may indemnify any person including directors, officers, employees, agents and representatives of the Company.

### **Section 21.4 Non-Compliance with BCA**

The failure of a director, alternate director or officer of the Company to comply with the BCA or these Articles or, if applicable, any former Articles, does not invalidate any indemnity to which he or she is entitled under this Article 21.

### **Section 21.5 Company May Purchase Insurance**

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (1) is or was a director, alternate director, officer, employee or agent of the Company;
- (2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

## **ARTICLE 22 DIVIDENDS**

### **Section 22.1 Payment of Dividends Subject to Special Rights**

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

### **Section 22.2 Declaration of Dividends**

Subject to the BCA, the board may from time to time declare and authorize payment of such dividends as it may consider appropriate.

### **Section 22.3 No Notice Required**

The board need not give notice to any shareholder of any declaration under Section 22.2.

#### **Section 22.4 Record Date**

The board may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the board passes the resolution declaring the dividend.

#### **Section 22.5 Manner of Paying Dividend**

A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

#### **Section 22.6 Settlement of Difficulties**

If any difficulty arises in regard to a distribution under Section 22.5, the board may settle the difficulty as it deems advisable, and, in particular, may:

- (1) set the value for distribution of specific assets;
- (2) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

#### **Section 22.7 When Dividend Payable**

Any dividend may be made payable on such date as is fixed by the board.

#### **Section 22.8 Dividends to be Paid in Accordance with Number of Shares**

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

#### **Section 22.9 Receipt by Joint Shareholders**

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

#### **Section 22.10 Dividend Bears No Interest**

No dividend bears interest against the Company.

#### **Section 22.11 Fractional Dividends**

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

#### **Section 22.12 Payment of Dividends**

Any dividend or other distribution payable in respect of shares will be paid by cheque or by electronic means or by such other method as the directors may determine. The payment will be made to or to the order of each registered holder of shares in respect of which the payment is to be made. Cheques will be sent to the registered address of the shareholder, unless the shareholder otherwise directs. In the case of joint holders, the payment will be made to the order of all such joint holders and, if applicable, sent to them at the registered address of the joint shareholder who is first named on the central securities register, unless such joint holders otherwise direct. The sending of the cheque or the sending of the payment by electronic means or the sending of the payment by a method determined by the

directors in an amount equal to the dividend or other distribution to be paid less any tax that the Company is required to withhold will satisfy and discharge the liability for the payment, unless payment is not made upon presentation, if applicable, or the amount of tax so deducted is not paid to the appropriate taxing authority.

### **Section 22.13 Capitalization of Retained Earnings or Surplus**

Notwithstanding anything contained in these Articles, the board may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

## **ARTICLE 23 ACCOUNTING RECORDS AND AUDITOR**

### **Section 23.1 Recording of Financial Affairs**

The board must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the BCA.

### **Section 23.2 Inspection of Accounting Records**

Unless the board determines otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

### **Section 23.3 Remuneration of Auditor**

The board may set the remuneration of the auditor of the Company.

## **ARTICLE 24 NOTICES**

### **Section 24.1 Method of Giving Notice**

Unless the BCA or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the BCA or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (1) mail addressed to the person at the applicable address for that person as follows:
  - (a) for a record mailed to a shareholder, the shareholder's registered address;
  - (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
  - (c) in any other case, the mailing address of the intended recipient;
- (2) delivery at the applicable address for that person as follows, addressed to the person:
  - (a) for a record delivered to a shareholder, the shareholder's registered address;
  - (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
  - (c) in any other case, the delivery address of the intended recipient;

- (3) unless the intended recipient is the auditor of the Company, sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) unless the intended recipient is the auditor of the Company, sending the record by e-mail to the e-mail address provided by the intended recipient for the sending of that record or records of that class;
- (5) physical delivery to the intended recipient; or
- (6) as otherwise permitted by applicable securities legislation.

#### **Section 24.2 Deemed Receipt**

A notice, statement, report or other record that is:

- (1) mailed to a person by ordinary mail to the applicable address for that person referred to in Section 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing;
- (2) faxed to a person to the fax number provided by that person referred to in Section 24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and
- (3) e-mailed to a person to the e-mail address provided by that person referred to in Section 24.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

#### **Section 24.3 Certificate of Sending**

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Section 24.1 is conclusive evidence of that fact.

#### **Section 24.4 Notice to Joint Shareholders**

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share.

#### **Section 24.5 Notice to Legal Personal Representatives and Trustees**

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (1) mailing the record, addressed to them:
  - (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
  - (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

### **Section 24.6 Undelivered Notices**

If, on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Section 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

## **ARTICLE 25 SEAL**

### **Section 25.1 Who May Attest Seal**

Except as provided in Section 25.2 and Section 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Company only has one director, that director; or
- (4) any one or more directors or officers or persons as may be determined by the board.

### **Section 25.2 Sealing Copies**

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Section 25.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the board.

### **Section 25.3 Mechanical Reproduction of Seal**

The board may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as the board may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the BCA or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Section 25.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

## **ARTICLE 26 PROHIBITIONS**

### **Section 26.1 Definitions**

In this Article 26:

- (1) "**security**" has the meaning assigned in the *Securities Act*;
- (2) "**transfer restricted security**" means
  - (a) a share of the Company;

- (b) a security of the Company convertible into shares of the Company; or
- (c) any other security of the Company which must be subject to restrictions on transfer in order for the Company to satisfy the requirement for restrictions on transfer under the "private issuer" exemption of Canadian securities legislation or under any other exemption from prospectus or registration requirements of Canadian securities legislation similar in scope and purpose to the "private issuer" exemption.

**Section 26.2 Application**

Section 26.3 does not apply to the Company if and for so long as it is a public company.

**Section 26.3 Consent Required for Transfer of Shares or Transfer Restricted Securities**

No share or other transfer restricted security may be sold, transferred or otherwise disposed of without the consent of the board and the board is not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

Dated December \_\_\_\_\_, 2025.

**SIGNATURE AND FULL NAME OF A PROPOSED DIRECTOR  
OF THE (AMALGAMATED) COMPANY**

---

Adrian Lim

## SCHEDULE "B"

### G2M LOCK-UP AGREEMENT

Dated Effective December\_\_\_\_, 2025

To the Undersigned Securityholder of G2M Cap Corp.

Dear Sir/Madame:

**Re: Support Agreement respecting the acquisition by G2M Cap Corp. ("G2M") o.  
SalesCloser Technologies Inc. ("SalesCloser")**

G2M is in discussions with Wishpond Technologies Ltd. ("**Wishpond**") regarding a potential transaction (the "**Proposed Transaction**") pursuant to a master agreement among G2M, **1563395 B.C. Ltd.**, a wholly-owned subsidiary of G2M ("**Subco**"), Wishpond and SalesCloser (the "**Master Agreement**") under which G2M will acquire SalesCloser by way of an amalgamation between Subco and SalesCloser. The transaction will constitute G2M's Qualifying Transaction as such term is defined in Policy 2.4 of the TSX Venture Exchange. In addition to the amalgamation of Subco and SalesCloser, the Proposed Transaction requires the approval by G2M's shareholders and the implementation of a variety of other matters. The details of the Proposed Transaction will be set forth in a Master Agreement among such parties, a draft of which has been provided to you.

The undersigned (the "**Shareholder**") is the legal and/or sole beneficial owner of the number of G2M common shares noted on the signature page hereto (the "**Holder Shares**"). The Holder Shares, together with any other securities of the Company directly or indirectly acquired by or issued to the Shareholder during the term of this letter agreement, are collectively referred to herein as the "**Holder Securities**".

Capitalized terms used in this letter agreement and not otherwise defined herein shall have the respective meanings given to them in the Master Agreement.

#### **1. Covenants of the Securityholder**

The Shareholder hereby irrevocably covenants and agrees, in its capacity as a securityholder of G2M, from the date hereof until the date of termination of this letter agreement in accordance with the terms herein:

- (a) at any meeting of shareholders of G2M to be held to consider the Transaction or any of the other transactions contemplated by the Master Agreement, or any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Amalgamation or any of the other transactions contemplated by the Master Agreement is sought, to be counted as present (in person or by proxy) for purposes of establishing quorum and to vote or to cause to be voted (and not withdraw any proxies or change its vote in respect thereof) the Holder Shares and any other Holder Securities entitled to be voted in respect of

the such matter, if any: (a) in favour of the approval, consent, ratification and adoption of the Amalgamation; and (b) against any resolution, any action, proposal, merger, amalgamation, arrangement, reverse take-over, rights offering, reorganization, recapitalization, liquidation or take-over bid or similar transaction or agreement proposed by any other Person, that could reasonably be expected to adversely affect or reduce the likelihood of the successful completion of the Proposed Transaction or delay or interfere with, the completion of the Proposed Transaction;

- (b) (i) not to, directly or indirectly, or through any Affiliate, representative, agent or Person acting in a similar capacity on behalf of the Shareholder: (A) make, solicit, assist, initiate, knowingly encourage or otherwise facilitate, or continue to make, solicit, assist, initiate, knowingly encourage or otherwise facilitate, any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any action, inquiry, offer, proposal, merger, amalgamation, arrangement, reverse take-over, rights offering, reorganization, recapitalization, liquidation or take-over bid or similar transaction or agreement involving G2M ("**Alternative Acquisition Proposal**"), or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing; (B) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any Alternative Acquisition Proposal; (C) accept or enter into or publicly propose to accept or enter into, any agreement, understanding or arrangement or other contract in respect of an Alternative Acquisition Proposal; or (D) influence the G2M board of directors to withdraw or modify in a manner adverse to G2M its approval of the Amalgamation and any other transactions contemplated in the Master Agreement; (ii) to immediately cease and cause to be terminated any actions in furtherance of any of the foregoing; and (iii) if the Shareholder, directly or indirectly, through any Affiliate, representative, agent or Person acting in a similar capacity on behalf of the Shareholder or otherwise, receive or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Alternative Acquisition Proposal, to immediately notify Wishpond of such Alternative Acquisition Proposal, including a description of its material terms and conditions, and the identity of all Persons making the Alternative Acquisition Proposal;
- (c) no later than five Business Days prior to the cut-off date for the deposit of votes by proxy or voting instruction for in respect to a meeting of the shareholders of G2M to consider the Proposed Transaction, and any other related matters contemplated by the Master Agreement, to deliver or to cause to be delivered to the Company's transfer agent duly executed proxies or voting information forms, such proxies or voting information forms: (i) instructing the holder thereof to vote (i) in favour of the G2M Resolutions; and (A) against any matter that could reasonably be expected to adversely affect or reduce the likelihood of the successful completion of the Proposed Transaction, delay or interfere with, the completion of the Proposed Transaction, or result in a breach of any covenant, representation or warranty or

any other obligation or agreement of the G2M contained in the Master Agreement or of the Shareholder contained in this letter agreement; and (ii) naming those individuals as may be designated by G2M in the management proxy circular in connection with the G2M Meeting, and which proxies or voting information forms shall not be revoked, withdrawn or modified without the prior written consent of Wishpond;

- (d) not to take any other action of any kind, including voting or not voting any of the Holder Shares or any other Holder Securities entitled to be voted in respect of such matter, that would reasonably be expected to preclude, delay or interfere with the completion of the Proposed Transaction;
- (e) not to, directly or indirectly: (i) option, sell, transfer, pledge, encumber, assign, gift-over, grant a security interest or participation interest in, hypothecate or otherwise convey any Holder Securities (or any right or interest therein) to any Person or group or Persons; (ii) enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Holder Securities; (iii) deposit any Holder Securities into any voting trust or enter into any voting arrangement with respect to any of the Holder Securities (other than pursuant to the Master Agreement); (iv) agree or publicly disclose any intention to do any of the foregoing, in each case without Wishpond's prior written consent; or (v) exercise any securityholder rights or remedies available at common law or pursuant to Applicable Laws, or take any other action of any kind, in each case which would reasonably be regarded as likely to delay or interfere with the completion of, the Proposed Transaction; and
- (f) to promptly notify Wishpond of any new securities of the Company acquired by the Shareholder after the execution of this letter agreement, acknowledging that such new securities will constitute Holder Securities subject to the terms of this letter agreement.

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

The Shareholder hereby represents and warrants as follows to Wishpond, and acknowledges that Wishpond is relying upon such representations and warranties in connection with entering into this letter agreement that:

- (a) they have the requisite legal capacity and authority to execute and deliver this letter agreement and to perform the transactions contemplated hereunder;
- (b) this letter agreement has been duly executed and delivered and constitutes a legal, valid and binding agreement enforceable against the Shareholder in accordance with its terms and no other corporate proceedings on its part are necessary to authorize this letter agreement, subject only to any limitation under bankruptcy, insolvency or other Applicable Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

- (c) the execution and delivery of this letter agreement or the compliance by the Shareholder of their obligations hereunder will not violate, breach, contravene, or constitute a default under any provision: (i) of any agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of their property or assets is bound; or (ii) to their knowledge, of any applicable Laws; (iii) of any note, bond, mortgage, indenture or contract or agreement to which the Shareholder is party or by which it is bound; or (iv) of any judgment, decree, order or award of any Governmental Authority or arbitrator;
- (d) the Shareholder is the sole registered or beneficial owner of the Holder Securities, with good title thereto free and clear of any and all liens;
- (e) the Shareholder has the sole and exclusive right to vote (if applicable) and sell all of the Holder Securities, and, other than pursuant to this letter agreement, none of the Holder Securities is subject to any proxy, power of attorney, attorney-in- fact, voting trust, vote pooling, or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (f) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Holder Securities or any interest therein or right thereto;
- (g) the only securities of G2M registered in the Shareholder name or beneficially owned by the Shareholder and/or over which the Shareholder exercises control or direction, directly or indirectly, on the date hereof are the Holder Securities set forth on the signature page hereto;
- (h) no sanction, ruling, consent, order, exemption, permit, declaration, filing, waiver or other approval of any Governmental Authority or other Person is required to be obtained by the Shareholder in connection with the execution and delivery of this letter agreement, the performance of their obligations hereunder and the consummation by the Shareholder of the transactions contemplated hereby; and
- (i) there is no claim, action, lawsuit, arbitration, mediation or other proceeding pending or, to the knowledge of the Shareholder, threatened against the Shareholder that would reasonably be expected to have an adverse impact on the validity of this letter agreement or any action taken or to be taken by the Shareholder in connection with this letter agreement.

### **3. Representations and Warranties of Wishpond**

Wishpond represents and warrants as follows and acknowledges that the Shareholder is relying upon such representations and warranties in connection with the entering into of this letter agreement:

- (a) Wishpond is a corporation duly organized under the laws of the Province of British Columbia and is validly existing;
- (b) Wishpond has the necessary corporate power and authority to enter into this letter agreement and to perform its obligations hereunder;

- (c) this letter agreement has been duly executed and delivered by Wishpond and constitutes a legal, valid and binding obligation of Wishpond, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Applicable Laws affecting creditors' rights generally, and to general principles of equity; and
- (d) the authorization of this letter, the execution and delivery by Wishpond of this letter agreement and the performance by it of its obligations under this letter agreement, will not result (with or without notice or the passage of time) in a violation or breach of or constitute a default under any provision of its constating documents or by-laws.

#### **4. Disclosure and Announcement**

The Shareholder agrees that the details of this letter agreement may be described in any press release, information circular or other communication prepared by G2M in connection with the Proposed Transaction and in any material change report prepared by G2M in connection with the execution and delivery of this letter agreement and the Shareholder further agrees to this letter agreement being made publicly available, including by filing on SEDAR+ (including disclosure of their identity, ownership of Holder Securities and the nature of their commitments, arrangements and understandings under this letter agreement and any other information required by Applicable Law), in accordance with Applicable Laws and the policies of the TSX Venture Exchange.

The Shareholder will not, directly or indirectly, make any public announcement with respect to the transactions contemplated herein or pursuant to the Master Agreement without the prior written approval of Wishpond, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Wishpond or the Shareholder shall be permitted to make any public announcement with respect to the transactions contemplated herein or pursuant to the Master Agreement without the prior written approval of the other party if: (a) the disclosure is required by Law; and (b) the party has first used its commercially reasonable efforts to consult with the other party about the form and substance of such disclosure, subject to the overriding obligations of the Applicable Laws.

#### **5. Termination**

This letter agreement shall terminate and be of no further force or effect only upon the earliest of:

- (a) written consent provided by Wishpond;
- (b) if the Master Agreement is not entered into by December \_\_, 2025 (the "**Agreement Deadline**"), the Agreement Deadline;
- (c) if the Master Agreement is entered into prior to the Agreement Deadline, on the occurrence of the G2M Meeting or if the G2M Meeting is not held prior to the Termination Deadline, the Termination Deadline;
- (d) the termination of the Master Agreement in accordance with its terms therein;
- (e) the terms of the Proposed Transaction being varied in the final version of the Master Agreement in a manner that is materially adverse to the Shareholder,

without the Shareholder's consent, such determination at the discretion of the Shareholder acting reasonably; and

- (f) the Effective Time.

## **6. Future Amendments**

This letter agreement may only be amended, supplemented or otherwise modified by written agreement signed by the parties.

## **7. Time**

Time shall be of the essence of this Support Agreement.

## **8. Notices**

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered or sent by electronic transmission with confirmation of receipt:

- (a) in the case of Wishpond to:

Adrian Lim  
Attention: Chief Financial Officer

Email: [adrianl@wishpond.com](mailto:adrianl@wishpond.com)

With a copy to:

Stikeman Elliott LLP  
666 Burrard Street, Suite 1700  
Vancouver, BC V6C 2X8  
Attention: Neville McClure  
Email: [nmclure@stikeman.com](mailto:nmclure@stikeman.com)

- (b) in the case of the Securityholder to the address of the Securityholder indicated on the signature page to this Support Agreement,

or at such other address or facsimile number as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner herein provided. Any notice or communication so given shall be deemed to be received on the day of delivery, if delivered, and on the day of sending, if sent by facsimile transmission; provided that if such day of delivery or sending is not a business day at the point of receipt then such notice or communication shall be deemed to have been received on the first business day thereafter.

## **9. Entire Agreement**

This letter agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Shareholder and Wishpond, hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the

subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

#### **10. Assignment**

This letter agreement shall be binding upon Wishpond and the Shareholder and upon their respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that neither Wishpond nor the Shareholder may assign, delegate or otherwise transfer any of their respective rights, interests or obligations under this letter agreement without the prior written consent of the other, except that Wishpond may assign, delegate or otherwise transfer any of their rights, interests or obligations under this letter agreement to an affiliate, without reducing Wishpond's obligations hereunder.

#### **11. Severability**

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

#### **12. Specific Performance and other Equitable Remedies**

The Shareholder acknowledges and agrees that Wishpond would be damaged irreparably in the event any of the covenants, representations, or other provisions of this letter agreement are not performed in accordance with their specific terms or otherwise are breached or violated by the Shareholder. Accordingly, the Shareholder agrees that, without posting bond or other undertaking, Wishpond will be entitled to seek an injunction or injunctions to prevent breaches or violations of the provisions of this Support Agreement and to seek to enforce by specific performance this Support Agreement and the terms and provisions hereof in any claim (whether at law or in equity, whether civil or criminal), cause of action (whether in contract or tort or otherwise), hearing, charge, complaint, demand or notice to, from, by or before any Governmental Authority having jurisdiction over us and the matter in addition to any other remedy to which it may be entitled, at law or in equity and the Shareholder hereby waives any and all defences which could exist in the Shareholders' favour in connection with such enforcement and waive any requirement for security or the posting of any bond in connection with such enforcement.

#### **13. Expenses**

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

#### **14. Governing Law**

This Support Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia with respect to claims arising hereunder.

**15. Counterpart Execution and Facsimile Delivery**

This Support Agreement may be signed in counterparts that together shall be deemed to constitute one valid and binding agreement, and delivery of such counterparts may be effected by means of electronic transmission.

*[Remainder of page intentionally left blank. Signature page follows]*

If you are in agreement with the foregoing, please indicate your acceptance thereof by signing the next page and returning this letter to G2M.

Yours truly,

**WISHPOND TECHNOLOGIES LTD.**

By: \_\_\_\_\_  
Authorized Signatory

*[Securityholder's countersignature page follows]*

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Securityholder hereby irrevocably accepts the foregoing as of the date written above.

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(Print Name of Securityholder)

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(Signature of Securityholder or Authorized Signatory)

---

(Place of Residency)

---

(Print Name and Title)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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(Number of G2M Shares Held)

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(Number of G2M Options Held)

## SCHEDULE C

### G2M MEETING APPROVAL MATTERS

1. Approval of the Continuance.
2. Adoption of articles in form acceptable to Wishpond (conditional on Closing).
3. Adoption of the Fixed ESOP (conditional on Closing).
4. Approval of the grant of the Founder Options pursuant to the Founder Employment Agreements.
5. The G2M Share Consolidation.
6. The Name Change (conditional on Closing).
7. Fixing the number of directors of the Resulting Issuer at four (conditional on Closing).
8. Election of the Resulting Issuer Board (conditional on Closing).
9. Changing of the auditor of the Resulting Issuer (conditional on Closing).

## SCHEDULE D

### CLOSING STEPS SEQUENCE

The following steps required to satisfy the closing conditions in the Master Agreement will be deemed to be taken in the following sequence (the “**Closing Steps Sequence**”):

1. Each of Ali Tajskandar and Jordan Gutierrez will have entered into the Founder Employment Agreements with G2M, promptly after the execution of the Master Agreement (the “**Founder EA Execution Date**”).
2. SalesCloser and Wishpond will enter into the Asset Purchase Agreement; and then
3. pursuant to the Asset Purchase Agreement, the SalesCloser assets will be transferred from Wishpond to SalesCloser for consideration of shares of SalesCloser and assumption of certain liabilities. Eligible property as defined in subsection 85(1.1) will be transferred on a tax deferred basis pursuant to section 85 of the *Income Tax Act* (Canada); and then
4. On the Effective Date, but prior to the completion of the Amalgamation:
  - (a) the Consolidation will complete; and then
  - (b) G2M will grant Ali Tajskandar 2,527,000 Founder Options and Jordan Gutierrez 1,273,000 Founder Options, in each case on a post-Consolidation basis; and then
  - (c) the Subscription Receipt Financing will close; and then
  - (d) the Bridge Notes will convert into 2,500,000 Bridge Note Shares at a deemed conversion price of \$0.60 per Bridge Note Shares.
5. The Amalgamation will complete on the Effective Date at the Effective Time, creating Amalco, a wholly-owned subsidiary of G2M. Concurrently with the completion of the Amalgamation:
  - (a) G2M will issue Wishpond 22,750,000 Consideration Shares; and
  - (b) all Bridge Note Shares will be exchanged for Resulting Issuer Shares.
6. Immediately after the Effective Time, concurrently:
  - (a) all of the Founder Options will become fully-vested; and
  - (b) the Subscription Receipts will convert into SR Units.
7. Promptly after completion of Step 4, the Resulting Issuer will assume the Bridge Financing Finder’s Warrants.

**SCHEDULE "E"**  
**SALESCLOSER ASSETS**

**Intellectual Property**

**U.S. Patent Applications**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

**Software**

- Full SalesCloser source code

**Trademarks**

- Any pending trademark registrations specifically related to SalesCloser

**Domain**

- salescloser.ai
- All domains specifically related to SalesCloser

**Trade Secrets**

- Engineering documentation
- Sales scripts
- Product specs
- Internal know-how
- Other trade secrets specifically related to SalesCloser

## **Data Assets**

- Customer usage data, logs, analytics
- Other data assets specifically related to SalesCloser

## **Contracts**

### **Customer**

- 

### **Partnerships**



## **Goodwill**

- Brand value
- Customer relationships
- Assembled workforce
- Other goodwill specifically related to SalesCloser