Execution Version

AGENCY AGREEMENT

October 21, 2021

Jasper Interactive Studios Inc.
44 Victoria Street, Suite 820
Toronto, ON M5C 1Y2

Attention: Jon Marsella, Founder & CEO

SaaSquatch Capital Corp.
1055 West Georgia St., 1500 Royal Centre
P.O. Box 11117
Vancouver, BC V6E 4N7

Attention: Warwick Smith, Chief Executive Officer

Dear Sirs:

The undersigned, Echelon Wealth Partners Inc. (the "**Agent**") understands that Jasper Interactive Studios Inc. (the "**Corporation**") has entered into a definitive business combination agreement dated October 7, 2021 (the "**Definitive Agreement**") with SaaSquatch Capital Corp. ("**SaaSquatch**") in respect of a proposed business combination transaction (the "**Business Combination**") to be completed by way of the Amalgamation (as hereinafter defined).

In connection therewith, the Corporation proposes to issue and sell up to 10,000,000 subscription receipts of the Corporation (the "**Offered Subscription Receipts**") at a price of $0.50 per Offered Subscription Receipt (the "**Offering Price**") on a private placement basis for aggregate gross proceeds of up to $5,000,000. In addition, the Corporation hereby grants the Agent an option (the "**Agent's Option**"), exercisable in whole or in part, to increase the size of the Offering by up to an additional 2,000,000 Subscription Receipts (the "**Additional Subscription Receipts**") for additional gross proceeds of up to $1,000,000. The Agent's Option is exercisable at any time up to 48 hours prior to the Closing Date (as hereinafter defined). The Offered Subscription Receipts and the Additional Subscription Receipts are collectively referred to herein as the "**Subscription Receipts**" and each, individually, a "**Subscription Receipt**". The offer and sale of the Offered Subscription Receipts and the Additional Subscription Receipts, if any, are collectively referred to as the "**Offering**".

The Subscription Receipts will be created pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") among the Corporation, the Agent and Odyssey Trust Company, as subscription receipt agent, or such other independent and reputable subscription receipt agent as the Corporation and the Agent may determine (the "**Subscription Receipt Agent**"), to be dated as of the Closing Date. In case of any inconsistency between the description of the Subscription Receipts in this Agreement (as hereinafter defined) and the terms of the Subscription Receipts as set forth in the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement shall govern.

Each Subscription Receipt will, upon the satisfaction of the Escrow Release Conditions (as hereinafter defined), and without payment of any additional consideration or further action on the part of the holders of the Subscription Receipts, be automatically converted into one unit of the Corporation (a "**Unit**"). Each Unit will be comprised of such fraction of a Common Share (as hereinafter defined) and such fraction of a Common Share purchase warrant of the Corporation (each whole warrant, a "**Warrant**"), such that following the exchange of Common Shares and Warrants for Resulting Issuer Shares (as hereinafter

defined) and Resulting Issuer Warrants (as hereinafter defined), respectively, pursuant to the Business Combination, subscribers shall ultimately receive, for each Subscription Receipt, one (1) Resulting Issuer Share and one-half of one (0.5) Resulting Issuer Warrant. Each Resulting Issuer Warrant shall entitle the holder thereof to purchase one Resulting Issuer Share (a "**Resulting Issuer Warrant Share**") for a period of 24 months following the date the Escrow Release Conditions are satisfied at a price of $0.70 per Resulting Issuer Warrant, subject to adjustment in certain events as set out in the Warrant Indenture (as hereinafter defined), as supplemented by the Warrant Indenture Supplement (as hereinafter defined).

The Agent understands that the Corporation and SaaSquatch, which is listed as a Capital Pool Company on the TSX Venture Exchange (the "**TSX-V**"), have agreed that the Business Combination shall be a "reverse take-over" (as defined in the policies of the TSX-V) of SaaSquatch by the Corporation by way of a three-cornered amalgamation among the Corporation, SaaSquatch and 2869943 Ontario Inc., a wholly-owned subsidiary of SaaSquatch incorporated for the sole purpose of facilitating the Business Combination ("**SaaSquatch Subco**"). As a result of the Amalgamation, the securityholders of the Corporation will become securityholders of SaaSquatch (which will be renamed "Jasper Commerce Inc." or such other name as may be determined by the Corporation) (SaaSquatch following the completion of the Amalgamation referred to herein as the "**Resulting Issuer**"). The Agent further understands that pursuant to the Business Combination, among other things, (i) prior to the completion of the Amalgamation, SaaSquatch will complete the consolidation (the "**Consolidation**") of the SaaSquatch Common Shares (as hereinafter defined) on the basis of one (1) (new) SaaSquatch Common Share for every two (2) (old) SaaSquatch Common Shares; and (ii) SaaSquatch Subco will amalgamate with the Corporation (the "**Amalgamation**") pursuant to an amalgamation agreement to be entered into pursuant to the Definitive Agreement (the "**Amalgamation Agreement**").

Pursuant to the Amalgamation: (i) each fractional Common Share partially comprising each Unit to be issued upon conversion of each Subscription Receipt will be exchanged for, without payment of any additional consideration and without any further action on the part of the holders thereof, one Resulting Issuer Share; and (ii) each fractional Warrant partially comprising each Unit to be issued upon conversion of each Subscription Receipt will be exchanged for one-half of one (0.5) Resulting Issuer Warrant pursuant to a supplement to the Warrant Indenture (the "**Warrant Indenture Supplement**").

The Warrants shall be duly and validly created and issued pursuant to a warrant indenture (the "**Warrant Indenture**") to be entered into on or before the Closing Date between the Corporation and Odyssey Trust Company, in its capacity as warrant agent thereunder (the "**Warrant Agent**"). The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern. The Resulting Issuer Warrants shall be duly and validly issued pursuant to the Warrant Indenture Supplement between the Resulting Issuer, Amalco (as hereinafter defined) and the Warrant Agent. The description of the Resulting Issuer Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Resulting Issuer Warrants to be set forth in the Warrant Indenture, as supplemented by the Warrant Indenture Supplement. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Indenture, as supplemented by the Warrant Indenture Supplement, the provisions of the Warrant Indenture, as supplemented by the Warrant Indenture Supplement, shall govern.

The gross proceeds of the Offering, less 50% of the Cash Commission (as hereinafter defined) and all of the estimated expenses payable to the Agent at the Closing Time (as hereinafter defined) pursuant to Section 9 (the "**Escrowed Proceeds**"), will be delivered to and held by the Subscription Receipt Agent in an interest-bearing account, short-term obligations of, or guaranteed by, the Government of Canada or any other investments that may be approved by the Agent (the Escrowed Proceeds, together with all interest

and income earned thereon, are referred to herein as the "**Escrowed Funds**") pending the satisfaction or waiver (to the extent such waiver is permitted) of the Escrow Release Conditions in accordance with the provisions of the Subscription Receipt Agreement. The balance of the Cash Commission, and any additional reasonable expenses of the Agent payable pursuant to Section 9 incurred subsequent to the Closing Date, shall be released from escrow to the Agent and the balance of the Escrowed Funds shall be released from escrow to the Corporation (or as it may otherwise direct) upon satisfaction of the following conditions (collectively, the "**Escrow Release Conditions**"):

(i) the completion, satisfaction or waiver of all conditions precedent to the completion of the Transaction pursuant to, and in accordance with, the Definitive Agreement, other than the filing of articles of amalgamation or other applicable documentation as may be required pursuant to corporate law to effect the Transaction and conditions which by their nature require the release of the Escrowed Funds;

(ii) the Resulting Issuer Shares (including the Resulting Issuer Warrant Shares issuable upon exercise of the Resulting Issuer Warrants and the Resulting Issuer Shares underlying the Compensation Warrants) being conditionally approved for listing on the TSX-V and the completion, satisfaction or waiver of all conditions precedent to such listing (other than the completion of the Business Combination and conditions which by their nature require the release of the Escrowed Funds);

(iii) the receipt of all regulatory, shareholder and third-party approvals, if any, required in connection with the Business Combination;

(iv) the distribution of: (A) the Common Shares and Warrants underlying the Subscription Receipts; and (B) the Resulting Issuer Shares and Resulting Issuer Warrants to be issued in exchange for the Common Shares and Warrants, as applicable, pursuant to the Business Combination being exempt from applicable prospectus and registration requirements of applicable Securities Laws, and such Resulting Issuer Shares and Resulting Issuer Warrants being free of any statutory hold periods under applicable Canadian Securities Laws; and

(v) the Corporation and the Agent shall have delivered a release notice and direction to the Subscription Receipt Agent confirming that items (i) through (iv), inclusive, have been satisfied.

If (i) the Escrow Release Conditions are not satisfied at or before 5:00 p.m. (Toronto time) on the date that is 120 days following the Closing Date, which deadline may be further extended, at the sole and absolute discretion of the Agent, by a period of 60 days (or such other date as may be agreed to by the Corporation and the Agent) (the "**Escrow Deadline**"), or (ii) if prior to the Escrow Deadline, the Definitive Agreement is terminated or the Corporation or SaaSquatch has advised the Subscription Receipt Agent and the Agent, or announced to the public, that the Business Combination will not be completed (in any case, a "**Termination Event**", and the date upon which such event occurs, the "**Termination Date**"), within two (2) Business Days following the Termination Date, the Escrowed Funds shall be used by the Corporation to repurchase the Subscription Receipts at a redemption price per Subscription Receipt equal to the Offering Price plus a *pro rata* amount of any interest and other income accrued in respect of the Escrowed Proceeds to the date of redemption. To the extent that the Escrowed Funds are not sufficient to purchase all of the Subscription Receipts on the foregoing terms, the Corporation hereby agrees that it shall be liable for and will contribute such amounts as are necessary to satisfy any shortfall.

Upon and subject to the terms and conditions set forth herein, the Agent hereby agrees to act, and upon acceptance hereof, the Corporation hereby appoints the Agent, as the Corporation's exclusive agent, to offer for sale by way of private placement on a commercially reasonable efforts basis, without underwriter liability, the Subscription Receipts to be issued and sold pursuant to the Offering and the Agent agrees to arrange for purchasers of the Subscription Receipts in the Designated Provinces (as hereinafter defined), the United States (as hereinafter defined) and those other jurisdictions where the Subscription Receipts may be lawfully sold pursuant to the terms and conditions hereof (collectively, the "**Selling Jurisdictions**").

The Corporation agrees that the Agent will be permitted to appoint, at its sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Corporation, acting reasonably, as its agent to assist with the Offering in the Selling Jurisdictions and that the Agent may determine the remuneration payable by the Agent to such other dealers appointed by them.

DEFINITIONS

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

"**Additional Subscription Receipts**" has the meaning ascribed thereto on page 1 of this Agreement;

"**affiliate**", "**associate**", "**distribution**", "**misrepresentation**", "**material fact**" and "**material change**" shall have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

"**Agent**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Agent's Option**" has the meaning ascribed thereto on page 1 of this Agreement;

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

"**Alternative Transaction**" means: (i) an issuance or sale by the Corporation or any of its affiliates of securities; (ii) a go-public or liquidity event, including a merger, amalgamation, business combination, initial public offering, reverse takeover, direct listing, reorganization, joint-venture or similar transaction involving the Corporation or its shareholders; or (iii) the completion of a business transaction involving a change in control of the Corporation by way of take-over bid, exchange offer, direct sale or indirect sale or exchange of all or substantially all of the shares, securities or assets of the Corporation or a similar transaction, but in all cases, excluding the issuance of securities pursuant to the exercise of convertible securities of the Corporation outstanding on the date hereof;

"**Amalco**" means the corporation resulting from the Amalgamation;

"**Amalgamation**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Amalgamation Agreement**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Anti-Terrorism Laws**" shall have the meaning ascribed thereto in Section 4(a)(xix);

"**Assets and Properties**" with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate,

absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person;

"**Authorizations**" shall have the meaning ascribed thereto in Section 4(a)(xxxiii);

"**Business**" means the business of the Corporation and includes all activities directly or indirectly planned for, undertaken, completed and analysed by the Corporation, including any activities ancillary thereto;

"**Business Combination**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Business Data**" means all data and personal information accessed, processed, collected, stored or disseminated by the Corporation, including any Personally Identifiable Information;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Toronto, Ontario or City of Vancouver, British Columbia;

"**Cash Commission**" has the meaning ascribed thereto in Section 13;

"**CDS**" means CDS Clearing and Depository Services Inc.;

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

"**Closing Date**" means the date of Closing;

"**Closing Time**" means 11:00 a.m. (Toronto time) on the Closing Date or such other time on such Closing Date as the Corporation and the Agent may agree;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Common Shares**" means the Class A common shares of the Corporation, which the Corporation is authorized to issue as constituted on the date hereof;

"**Compensation Warrant Certificates**" has the meaning ascribed thereto in Section 13;

"**Compensation Warrant Shares**" means the Common Shares issuable on the exercise of the Compensation Warrants;

"**Compensation Warrants**" has the meaning ascribed thereto in Section 13;

"**Consolidation**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Contract**" means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, loan documents and security documents;

"**Corporation**" means Jasper Interactive Studios Inc., a corporation existing under the OBCA;

"**Corporation IP**" means the Intellectual Property that has been developed, or that is being developed, by the Corporation, or that is being used, or is proposed to be used, by the Corporation, other than Licensed IP;

"**Data Protection Laws and Standards**" has the meaning ascribed thereto in Section 4(a)(lxiii);

"**Data Security Breach**" has the meaning ascribed thereto in Section 4(a)(lxiii);

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

"**Definitive Agreement**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Designated Provinces**" means, collectively, each of the provinces of Canada;

"**Due Diligence Materials**" means, collectively, the materials relating to the Corporation provided to the Agent and the Agent's counsel in connection with this Offering, including the materials relating to the Corporation provided to the Agent and the Agent's counsel in connection with the Prior Offering;

"**Employee Plans**" shall have the meaning ascribed thereto in Section 4(a)(xl);

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

"**Engagement Letter**" means the letter agreement dated as of March 21, 2021 between the Corporation and the Agent relating to the Offering;

"**Environmental Condition**" mean the generation, discharge, emission or release into the environment (including, without limitation, ambient air, surface water, groundwater or land) of any Hazardous Materials by any Person in respect of which remedial action is required under any Environmental Laws or as to which any liability is currently or in the future imposed upon any Person based upon the acts or omissions of any Person with respect to any Hazardous Materials or reporting with respect thereto;

"**Environmental Laws**" means all applicable federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, legally binding policy or rule of common law or civil law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of Hazardous Materials or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials;

"**Environmental Permits**" includes all orders, permits, certificates, approvals, consents, registrations and licenses issued by any authority of competent jurisdiction under any Environmental Law;

"**Escrow Deadline**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Escrowed Funds**" has the meaning ascribed thereto on page 3 of this Agreement;

"**Escrowed Proceeds**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Escrow Release Conditions**" has the meaning ascribed thereto on page 3 of this Agreement;

"**Governmental Authority**" means any governmental authority and includes, without limitation, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**Hazardous Materials**" means any contaminant, pollutant, subject waste, hazardous waste, deleterious substance, industrial waste, toxic matter or any other substance that when released into the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and, without restricting the generality of the foregoing, includes any contaminant, pollutant, subject waste, deleterious substance, industrial waste, toxic matter or hazardous waste as defined by applicable Laws or regulations enacted for the protection of the natural environment or human health;

"**including**" means including without limitation;

"**Intellectual Property**" means any registered or unregistered trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, trade or business names, service marks, systems or procedures, computer software inventions, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights;

"**Investor Presentation**" means the final investor presentation of the Corporation dated September 2021 titled "Jasper; A World-Class Product Information Management (PIM) Solution", as may be amended and delivered in connection with the Offering;

"**Jasper Underlying Securities**" means, collectively, the Common Shares and the Warrants comprising the Units, the Warrant Shares issuable upon exercise of the Warrants, the Compensation Warrants and the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants;

"**knowledge**" means, as it pertains to the Corporation or SaaSquatch and where such reference to knowledge is not qualified, the actual knowledge of the Chief Executive Officer and Chief Financial Officer of the Corporation or SaaSquatch, as applicable, as at the date of this Agreement, together with the knowledge which they would have had if they had conducted due and applicable inquiry into the relevant subject matter;

"**Laws**" means all laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Authority applicable to the Corporation or SaaSquatch;

"**Licensed IP**" means the Intellectual Property owned by any Person other than the Corporation and which the Corporation licenses;

"**Lock-Up Agreements**" has the meaning ascribed thereto in subsection 3(a)(xxv) hereof;

"**Material Adverse Effect**" means the effect resulting from any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy or circumstance that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership,

prospects, financial condition, or results of operations of the Corporation or SaaSquatch and SaaSquatch Subco, taken as a whole, as applicable;

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

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

"**OBCA**" means the *Business Corporations Act* (Ontario);

"**Offered Subscription Receipts**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Offering**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Offering Price**" has the meaning ascribed thereto on page 1 of this Agreement;

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

"**Personally Identifiable Information**" means any information relating to an identified or identifiable natural person (including without limitation any information protected under Data Protection Laws and Standards, such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, credit or debit card number or identification number);

"**Personnel**" shall have the meaning ascribed thereto in Section 11;

"**President's List**" means a list of certain Purchasers as identified by the Corporation, which list shall not include subscriptions exceeding $500,000 without the prior written consent of the Agent;

"**Prior Offering**" means the offering of units of the Corporation pursuant to an agency agreement between the Corporation and the Agent dated April 21, 2021;

"**Prior Offering Convertible Debentures**" means an aggregate principal amount of $2,000,000 of unsecured convertible debentures of the Corporation partially comprising the units sold to purchasers under the Prior Offering;

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

"**Remediation**" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling, and analysis, installation, reclamation, closure or post-closure in connection with the suspected, threatened or actual Environmental Condition;

"**Resulting Issuer**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Resulting Issuer Compensation Warrant Certificates**" means the certificates representing the Resulting Issuer Compensation Warrants;

"**Resulting Issuer Compensation Warrant Shares**" means the Resulting Issuer Shares issuable on the exercise of the Resulting Issuer Compensation Warrants;

"**Resulting Issuer Compensation Warrants**" has the meaning ascribed thereto in Section 13;

"**Resulting Issuer Shares**" means, following the completion of the Consolidation and the Amalgamation, the common shares in the capital of the Resulting Issuer;

"**Resulting Issuer Warrant Shares**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Resulting Issuer Warrants**" means, following the completion of the Consolidation and the Amalgamation, the Resulting Issuer Share purchase warrants held by the former holders of Warrants;

"**Right of First Refusal Period**" shall have the meaning ascribed thereto in Section 14;

"**SaaSquatch**" has the meaning ascribed thereto on page 1 of this Agreement;

"**SaaSquatch Common Shares**" means the common shares in the capital of SaaSquatch;

"**SaaSquatch Subco**" has the meaning ascribed thereto on page 2 of this Agreement;

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

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in the Designated Provinces (including the TSX-V) and, if applicable, the United States Securities and Exchange Commission and any applicable securities regulatory authority of any state of the United States;

"**Selling Firm**" shall have the meaning ascribed thereto in Section 4(c)(iv);

"**Selling Jurisdictions**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Shareholders' Agreement**" means the amended and restated unanimous shareholders' agreement of the Corporation dated June 14, 2017, as may be amended from time to time (and which shall be terminated on or prior to, or immediately following, the completion of the Business Combination);

"**Subscription Agreements**" means, collectively, the subscription agreements in the form or forms agreed upon by the Agent and the Corporation, as amended, pursuant to which Purchasers agree to subscribe for and purchase Subscription Receipts as contemplated herein and shall include, for greater certainty, all schedules and appendices thereto;

"**Subscription Receipt Agent**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Subscription Receipt Agreement**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Subscription Receipts**" has the meaning ascribed thereto on page 1 of this Agreement;

"**subsidiary**" has the meaning ascribed to such term in the OBCA;

"**Systems**" shall have the meaning ascribed thereto in Section 4(a)(lxii);

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

"**Taxes**" shall have the meaning ascribed thereto in Section 4(a)(xvii);

"**Termination Date**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Termination Event**" has the meaning ascribed thereto on page 4 of this Agreement;

"**Transaction Documents**" means, collectively, this Agreement, the Subscription Agreements relating to the purchase of the Subscription Receipts, the Subscription Receipt Agreement, the Warrant Indenture and the certificates representing the Subscription Receipts (if any) and the Compensation Warrant Certificates issued on Closing;

"**TSX-V**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Underlying Securities**" means, collectively, the Common Shares and the Warrants comprising the Units, the Warrant Shares issuable upon exercise of the Warrants, the Resulting Issuer Shares issuable in exchange for the Common Shares pursuant to the Business Combination, the Resulting Issuer Warrants issuable in exchange for the Warrants pursuant to the Warrant Indenture Supplement, the Resulting Issuer Warrant Shares issuable upon exercise of the Resulting Issuer Warrants, the Compensation Warrants, the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants, the Resulting Issuer Compensation Warrants issuable in exchange for the Compensation Warrants and the Resulting Issuer Compensation Warrant Shares issuable upon exercise of the Resulting Issuer Compensation Warrants;

"**Unit**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Unit Compensation Warrants**" means the unit compensation warrants held by the Agent issued on September 3, 2020 and January 8, 2021, each of which being exercisable to purchase one unit of the Corporation comprised of: (i) $1,000 principal amount of unsecured convertible debentures with terms similar to the Prior Offering Convertible Debentures; and (ii) 48 Common Share purchase warrants with terms similar to the Common Share purchase warrants issued on the same date as the applicable Unit Compensation Warrants were issued;

"**United States**" and "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**Warrant**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Warrant Agent**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Warrant Certificates**" means the certificates representing the Warrants;

"**Warrant Indenture**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Warrant Indenture Supplement**" has the meaning ascribed thereto on page 2 of this Agreement; and

"**Warrant Share**" has the meaning ascribed thereto on page 1 of this Agreement.

TERMS AND CONDITIONS

1. (a) Sale on Exempt Basis. The Agent shall use its commercially reasonable efforts to arrange for the purchase of the Subscription Receipts:

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

(ii) in the United States or in such other jurisdictions, as may be agreed upon between the Corporation, SaaSquatch and the Agent, on a private placement basis in compliance with all applicable Securities Laws of such jurisdictions and provided that no prospectus, registration statement or similar document is required to be filed in such jurisdictions, no registration or similar requirement would apply with respect to the Corporation in connection with the Offering or the Business Combination in such other jurisdictions and neither the Corporation not the Resulting Issuer thereafter become subject to ongoing continuous disclosure obligations in such other jurisdictions.

(b) **Filings.** The Corporation undertakes to file or cause to be filed all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Subscription Receipts such that the distribution of the Subscription Receipts may lawfully occur without the necessity of filing a prospectus, a registration statement or an offering memorandum (other than the Investor Presentation) in Canada, the United States or elsewhere, and the Agent undertakes to use commercially reasonable efforts to cause Purchasers under the Offering to complete any forms required by Securities Laws in respect of such distribution. All fees payable in connection with such filings under all applicable Securities Laws shall be at the expense of the Corporation.

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

2. (a) Material Changes. Until the earlier of the date that the Escrow Release Conditions are satisfied and the Escrow Deadline, each of the Corporation and SaaSquatch, as applicable, shall promptly notify the Agent in writing:

(i) if it becomes aware of any material fact not previously disclosed, any material change or change in a material fact (in any case, whether actual, anticipated, to the knowledge of the Corporation contemplated or threatened and other than a change of fact relating solely to the Agent) or any event or development that would result in a material change or change in a material fact in any or all of the Business or any other change that is of such a nature as to result in, or could result in this Agreement or the documents to be prepared and filed with the Securities Regulators by the Corporation or SaaSquatch, as applicable, in connection with the Business Combination containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made,

not misleading, or which could render any of the foregoing not in compliance with any Securities Laws;

(ii) of the full particulars of any actual, anticipated or, to its knowledge, contemplated, threatened or prospective change referred to in paragraph 2(a)(i) above, and the Corporation will, if required to do so, issue or file or assist SaaSquatch in issuing or filing, as applicable, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Regulators, a press release, material change report or other document as may be required under Securities Laws and shall comply with all other applicable filing and other requirements under the Securities Laws. Subject to compliance with applicable Securities Laws, neither the Corporation nor SaaSquatch shall file any such new or amended disclosure documentation without first notifying the Agent, and shall not issue or file, as applicable, any press release or material change report without giving the Agent and its counsel an opportunity for review of the proposed forms, and who shall review any such documents as expeditiously as reasonably possible; and

(iii) will in good faith discuss with the Agent as promptly as possible any circumstance or event that is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact described in paragraphs 2(a)(i) or (ii) above.

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

(i) allow the Agent and its representatives to conduct all due diligence regarding the Corporation which the Agent may reasonably require to be conducted prior to the Closing Date;

(ii) use its commercially reasonable efforts to remain a corporation licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the nature of the activities conducted by it makes such licensing, registration or qualification necessary and shall carry on its business in the ordinary course and in compliance in all material respects with all applicable Laws, rules and regulations of each such jurisdiction;

(iii) provided that the Escrow Release Conditions are satisfied at or prior to the Escrow Deadline, for a period of 24 months after the date the Escrow Release Conditions are satisfied, use its commercially reasonable best efforts to maintain the Resulting Issuer's status as a "reporting issuer" under the Securities Laws of at least one of the Designated Provinces not in default of any requirement of such Securities Laws, provided that this provision shall not be construed as limiting or restricting the Resulting Issuer from completing any transaction whereby the Resulting Issuer ceases to be a "reporting issuer" so long as the holders of Resulting Issuer Shares receive securities of an entity which is listed on a stock exchange in Canada or the United States or cash, and the holders of the Resulting Issuer Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSX-V (or such other applicable stock exchange upon which the Resulting Issuer Shares are listed or quoted);

(iv) provided that the Escrow Release Conditions are satisfied at or prior to the Escrow Deadline, for a period of 24 months after the date the Escrow Release Conditions are

satisfied, use its commercially reasonable best efforts to maintain the listing of the Resulting Issuer Shares on the TSX-V or other recognized stock exchange, provided that this provision shall not be construed as limiting or restricting the Resulting Issuer from completing any transaction which would result in the Resulting Issuer Shares ceasing to be listed so long as the holders of Resulting Issuer Shares receive securities of an entity which is listed on a stock exchange in Canada or the United States or cash, and the holders of the Resulting Issuer Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSX-V (or such other applicable stock exchange upon which the Resulting Issuer Shares are listed or quoted);

(v) use its commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Time, each of the conditions required to be fulfilled by it set out in Section 6;

(vi) duly execute and deliver this Agreement, the Subscription Receipt Agreement, the Warrant Indenture, the Subscription Agreements, the certificates representing the Subscription Receipts, if any, and the Compensation Warrant Certificates at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Corporation;

(vii) subject to applicable law, obtain the prior approval of the Agent as to the content and form of any press release relating to the Offering or the Business Combination, such approval not to be unreasonably delayed or withheld;

(viii) following satisfaction of the Escrow Release Conditions, use the net proceeds of the Offering to fund the Resulting Issuer's business operations and development upon completion of the Amalgamation and for general working capital purposes;

(ix) ensure that the Subscription Receipts on payment of the Offering Price therefor are duly and validly created, authorized and issued to the Purchasers in accordance with the terms of the Subscription Agreements and have attributes corresponding in all material respects to the description set forth in this Agreement, the Subscription Agreements and the Subscription Receipt Agreement;

(x) ensure that, in respect of the Subscription Receipts, at all times prior to the repurchase or expiry thereof, sufficient Common Shares are allotted and reserved for issuance upon exercise of the Subscription Receipts;

(xi) ensure that the Common Shares partially comprising the Units shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation upon conversion of the Subscription Receipts in accordance with their terms;

(xii) ensure that the Warrants shall be validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Subscription Agreements and the Warrant Indenture;

(xiii) ensure that at all times prior to the expiry of the Warrants, a sufficient number of Warrant Shares are allotted and reserved for issuance upon the due exercise of the Warrants in accordance with their terms;

(xiv) ensure that the Warrant Shares, upon the due exercise of the Warrants in accordance with their terms, shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;

(xv) ensure that the Compensation Warrants shall be validly created and issued and shall have attributes corresponding in all material respects to the description set forth in this Agreement and the Compensation Warrant Certificates;

(xvi) ensure that at all times prior to the expiry of the Compensation Warrants, a sufficient number of Compensation Warrant Shares are allotted and reserved for issuance upon the due exercise of the Compensation Warrants in accordance with their terms;

(xvii) ensure that, upon due exercise of the Compensation Warrants in accordance with their terms, the Compensation Warrant Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;

(xviii) execute and file with the Securities Regulators all forms, notices and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the time required by applicable Securities Laws, including, for greater certainty, all forms, notices and certificates set forth in the opinions delivered to the Agent pursuant to this Agreement required to be filed by the Corporation;

(xix) from the date hereof until 120 days following the date of listing of the Resulting Issuer Shares on the TSX-V not, and will cause the Resulting Issuer to not, issue, agree to issue or announce an intention to issue, any shares of the Resulting Issuer or any securities convertible into or exchangeable for shares of the Resulting Issuer without the prior written consent of the Agent, such consent not to be unreasonably withheld, except in connection with: (i) the exchange, transfer, conversion or exercise of rights of existing outstanding securities; (ii) the issuance of options under the Corporation's equity compensation plans; (iii) existing commitments to issue securities; (iv) an arm's length acquisition (including to acquire assets or intellectual property rights); (v) the Offering or (vi) the Business Combination;

(xx) until the completion of the Business Combination, not enter into any reorganizations without the consent of the Agent, such consent not to be unreasonably withheld;

(xxi) ensure that in conducting the Business, (i) the Corporation will apply for and obtain all material Authorizations required from any Governmental Authority having jurisdiction to the extent necessary for the Corporation to conduct the Business as it is currently conducted and presently proposed to be conducted (provided that it need only obtain such Authorizations in respect of any proposed operations prior to such time as such operations are commenced); (ii) it will comply with the terms and conditions of all such Authorizations; and (iii) it shall use commercially reasonable efforts to ensure that all of such Authorizations will be valid and in full force and effect as required from time to time;

(xxii) file with the applicable Securities Regulators the Investor Presentation in accordance with the requirements of applicable Securities Laws;

(xxiii) include appropriate legends on any press release concerning the Offering as follows:

(A) "Not for distribution to United States newswire services or for dissemination in the United States"; and

(B) "The securities offered have not been registered under the United States Securities Act of 1933, as amended, or any state securities law, and may not be offered or sold in the United States absent registration or an exemption from such registration requirements. This press release shall not constitute an offer to sell or the solicitation of an offer to buy in the United States nor shall there by any sale of the securities in any State in which such offer, solicitation or sale would be unlawful";

(xxiv) following the date hereof, not complete the sale of Subscription Receipts to any Purchaser who settles directly with the Corporation without the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed;

(xxv) contemporaneously with or prior to the completion of the Closing, cause each of the Corporation's officers, directors and shareholders holding 5.0% or more of the Common Shares to execute agreements in favour of the Agent on the terms set forth in the form of lock-up agreement attached hereto as Schedule "A" (collectively, the "**Lock-Up Agreements**"); and

(xxvi) use its commercially reasonable efforts to satisfy the Escrow Release Conditions prior to the Escrow Deadline.

(b) **Covenants of SaaSquatch.** SaaSquatch hereby covenants to the Agent and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Subscription Receipts, that SaaSquatch (including its successors and assigns if applicable) will:

(i) allow the Agent and its representatives to conduct all due diligence regarding SaaSquatch which the Agent may reasonably require to be conducted prior to the Closing Date;

(ii) use its commercially reasonable efforts to fulfill or cause to be fulfilled, at or prior to the Closing Time, each of the conditions set out in Section 6 related to SaaSquatch;

(iii) ensure that the Resulting Issuer Shares issued upon completion of the Amalgamation to the former holders of Subscription Receipts shall be duly issued as fully paid and non-assessable shares of the Resulting Issuer;

(iv) ensure that the Resulting Issuer Warrants issued upon completion of the Amalgamation to the former holders of Subscription Receipts shall be validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Subscription Agreements and the Warrant Indenture, as supplemented by the Warrant Indenture Supplement;

(v) ensure that at all times prior to the expiry of the Resulting Issuer Warrants, a sufficient number of Resulting Issuer Warrant Shares are allotted and reserved for issuance upon the due exercise of the Resulting Issuer Warrants in accordance with their terms;

(vi) ensure that the Resulting Issuer Warrant Shares, upon the due exercise of the Resulting Issuer Warrants in accordance with their terms, shall be duly issued as fully paid and non-

assessable shares in the capital of the Resulting Issuer on payment of the purchase price therefor;

(vii) ensure that the Resulting Issuer Compensation Warrants, upon issuance, shall be validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Resulting Issuer Compensation Warrant Certificates;

(viii) ensure that at all times prior to the expiry of the Resulting Issuer Compensation Warrants, a sufficient number of Resulting Issuer Compensation Warrant Shares are allotted and reserved for issuance upon the due exercise of the Resulting Issuer Compensation Warrants in accordance with their terms;

(ix) ensure that, upon due exercise of the Resulting Issuer Compensation Warrants in accordance with their terms, the Resulting Issuer Compensation Warrant Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Resulting Issuer on payment of the purchase price therefor;

(x) keep the Agent apprised of the progress and status of discussions with the TSX-V relating to the Business Combination, including all favourable and adverse developments;

(xi) from the date hereof until 120 days following the date of listing of the Resulting Issuer Shares on the TSX-V not issue, agree to issue or announce an intention to issue, any SaaSquatch Common Shares or any securities convertible into or exchangeable for SaaSquatch Common Shares without the prior written consent of the Agent, such consent not to be unreasonably withheld, except in connection with: (i) the exchange, transfer, conversion or exercise of rights of existing outstanding securities; (ii) the issuance of options under the Resulting Issuer's equity compensation plans; (iii) existing commitments to issue securities; (iv) an arm's length acquisition (including to acquire assets or intellectual property rights); (v) the Offering; or (vi) the Business Combination;

(xii) provided that the Escrow Release Conditions are satisfied at or prior to the Escrow Deadline, for a period of 24 months after the date the Escrow Release Conditions are satisfied, use its commercially reasonable best efforts to maintain the Resulting Issuer's status as a "reporting issuer" under the Securities Laws of at least one of the Designated Provinces not in default of any requirement of such Securities Laws, provided that this provision shall not be construed as limiting or restricting the Resulting Issuer from completing any transaction whereby the Resulting Issuer ceases to be a "reporting issuer" so long as the holders of Resulting Issuer Shares receive securities of an entity which is listed on a stock exchange in Canada or the United States or cash, and the holders of the Resulting Issuer Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSX-V (or such other applicable stock exchange upon which the Resulting Issuer Shares are listed or quoted);

(xiii) provided that the Escrow Release Conditions are satisfied at or prior to the Escrow Deadline, for a period of 24 months after the date the Escrow Release Conditions are satisfied, use its commercially reasonable best efforts to maintain the listing of the Resulting Issuer Shares on the TSX-V or other recognized stock exchange, provided that this provision shall not be construed as limiting or restricting the Resulting Issuer from completing any transaction which would result in the Resulting Issuer Shares ceasing to be listed so long as the holders of Resulting Issuer Shares receive securities of an entity which

is listed on a stock exchange in Canada or the United States or cash, and the holders of the Resulting Issuer Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSX-V (or such other applicable stock exchange upon which the Resulting Issuer Shares are listed or quoted); and

(xiv) provided that the Escrow Release Conditions are satisfied on or before the Escrow Deadline, use its commercially reasonable efforts to ensure that the Resulting Issuer Shares issued to the former holders of Subscription Receipts, the Resulting Issuer Warrant Shares issuable upon exercise of the Resulting Issuer Warrants, the Resulting Issuer Compensation Warrant Shares issuable upon exercise of the Resulting Issuer Compensation Warrants are, when issued, listed and posted for trading on the TSX-V.

4. (a) Representations and Warranties of the Corporation. The Corporation represents and warrants to the Agent and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the completion of the Offering, that:

(i) the Corporation has been duly incorporated and is validly existing under the laws of the Province of Ontario and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Corporation;

(ii) the Corporation is duly qualified to carry on its Business in each jurisdiction in which the conduct of its Business or the ownership, leasing or operation of its Assets and Properties requires such qualification and has all requisite corporate power, capacity and authority to conduct its business and own, lease and operate its Assets and Properties and to execute, deliver and perform its obligations under the Transaction Documents to which it is a party, the Warrant Certificates, the Definitive Agreement and any other document, filing, instrument or agreement delivered in connection with the Offering or the Business Combination;

(iii) the Corporation has no direct or indirect subsidiaries or any investment or proposed investment in any Person which would otherwise be material to the business and affairs of the Corporation on a consolidated basis;

(iv) the Corporation: (i) conducts and has been conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which its business is carried on or in which its services are provided and the Corporation has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Laws; and (ii) is not in breach or violation of any judgment, order or decree of any Governmental Authority having jurisdiction over the Corporation;

(v) (A) the Corporation is the absolute legal and beneficial owner, and has good and valid title to, all of the material Assets and Properties thereof, including all Contracts that are material to the Business, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no other material assets or properties are necessary for the conduct of the Business as currently conducted and as presently proposed to be conducted, (B) the Corporation does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Corporation to use, transfer or otherwise exploit such Assets and Properties, and (C) the Corporation does not have any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any Person with respect to the Assets and Properties thereof;

(vi) the authorized capital of the Corporation consists of an unlimited number of Common Shares without par value, of which, as of the date hereof 1,940,681 Common Shares are issued and outstanding. All of the issued and outstanding shares of the Corporation have been duly and validly issued as fully paid and non-assessable, none of the outstanding shares of the Corporation were issued in violation of any pre-emptive or similar rights of any securityholder of the Corporation, including but not limited to the Shareholder's Agreement, and, except as provided for in the Shareholders' Agreement, which for certainty shall be terminated in advance of, or immediately following, the completion of the Business Combination, no holder of outstanding shares in the capital of the Corporation is entitled to any pre-emptive or any similar rights to subscribe for any shares or other securities of the Corporation;

(vii) at the Closing Time, no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Corporation will be outstanding and no Person has any agreement, option, right or privilege (contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any interest in the shares or other securities of the Corporation, other than (a) the Prior Offering Convertible Debentures, (b) convertible debentures convertible into Common Shares on the same or substantially similar economic terms as the Prior Offering Convertible Debentures in the aggregate principal amount of $1,483,000, (c) stock options of the Corporation exercisable to acquire up to 180,000 Common Shares, (d) warrants of the Corporation exercisable to acquire up to 484,071 Common Shares, (e) 27 Unit Compensation Warrants, and (f) broker warrants of the Corporation, that, when exchanged for broker warrants of the Resulting Issuer in accordance with the Definitive Agreement, will be exercisable to acquire up to 495,467 Resulting Issuer Shares;

(viii) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under applicable Securities Laws necessary for the execution and delivery of the Transaction Documents and the Warrant Certificates and the consummation of the transactions contemplated thereby will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the Closing Date and, in any event, within 10 Business Days of the Closing Date or within such other deadline imposed by applicable Securities Laws);

(ix) the execution and delivery of each of the Transaction Documents, the Warrant Certificates and the Definitive Agreement and the performance by the Corporation of its obligations thereunder, the issue and sale of the Subscription Receipts and the Compensation Warrants and the consummation of the transactions contemplated in this Agreement, including the issuance and delivery of the Jasper Underlying Securities, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Corporation, including, without limitation, applicable Securities Laws; (ii) the constating documents, by-laws or resolutions of the Corporation which are in effect at the date hereof; (iii) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Corporation is a party or by which it is bound; (iv) the Shareholders' Agreement; or (v) any judgment, decree or order binding the Corporation or its Assets and Properties;

(x) at the Closing Time, all necessary corporate action will have been taken by the Corporation to validly create and issue the Subscription Receipts, to validly create, approve the

allotment of and reserve for issuance the Warrants and to validly approve the allotment of and reserve for issuance the Common Shares issuable upon conversion of the Subscription Receipts and the Warrant Shares upon exercise of the Warrants, and, upon the issuance thereof in accordance with the terms of the Subscription Receipts and the Warrants, respectively, such shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation, including but not limited to under the Shareholders' Agreement;

(xi) at the Closing Time, all necessary corporate action will have been taken by the Corporation to validly create and issue the Compensation Warrants and to validly approve the allotment of and reserve for issuance the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants and, upon the issuance thereof in accordance with the terms of the Compensation Warrants, such shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(xii) at the Closing Time, each of the Transaction Documents shall have been duly authorized and each of the Transaction Documents to be executed and delivered on the Closing Date shall have been duly executed and delivered by the Corporation and upon the execution and delivery of each Transaction Document, each such Transaction Document shall constitute a valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(xiii) the Definitive Agreement has been duly authorized and executed and delivered by the Corporation and constitutes a valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(xiv) Odyssey Trust Company, at its principal office in Toronto, Ontario, is duly appointed as the subscription receipt agent under the Subscription Receipt Agreement and as warrant agent under the Warrant Indenture;

(xv) there are no contracts or agreements between the Corporation and any Person granting such Person the right to require the Corporation to file a registration statement under Securities Laws in the United States or a prospectus under Securities Laws in Canada, with respect to any securities of the Corporation owned or to be owned by such Person;

(xvi) except for the Business Combination, the Corporation has not approved, has not entered into any agreement in respect of, or has any knowledge of:

(A) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation whether by asset sale, transfer of shares or otherwise;

(B) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or otherwise) of the Corporation; or

(C) any proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Corporation;

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

(xviii) the Corporation has established on its books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the assets of the Corporation, and there are no audits pending of the tax returns of the Corporation (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authority of any deficiency that would result in a Material Adverse Effect;

(xix) to the knowledge of the Corporation, the operations of the Corporation have been conducted at all times in compliance with the applicable federal and state laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including the financial recordkeeping and reporting requirements of The Bank Secrecy Act of 1970, as amended; Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"); the Foreign Corrupt Practices Act; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), and the Corporation is not: (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person with which the Purchasers are prohibited from dealing or otherwise engaging in any transaction by any

Anti-Terrorism Law; (iv) a person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website or any replacement website or other replacement official publication of such list or any other person (including any foreign country and any national of such country) with whom the United States Treasury Department prohibits doing business in accordance with OFAC regulations. No action, suit or proceeding by or before any Governmental Authority or body or any arbitrator involving the Corporation with respect to Anti-Terrorism Laws is pending or, to the knowledge of the Corporation, threatened. The Corporation will not directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any sanctions administered by OFAC;

(xx) no legal or governmental actions, suits, judgments, investigations, or proceedings are pending to which the Corporation is a party or to which the Corporation's property or assets are subject which if finally determined adversely to the Corporation would be expected to result in a Material Adverse Effect and, to the knowledge of the Corporation, no such proceedings have been threatened against or are contemplated with respect to the Corporation or with respect to its property and assets;

(xxi) the Corporation is not in violation of its constating documents nor is the Corporation in default in the performance or observance of any obligation, agreement, covenant or condition contained in any Contract, including the Shareholders' Agreement, or other agreement or instrument to which it is a party or by which it or its property or assets may be bound in any material respect;

(xxii) to the knowledge of the Corporation, no counterparty to a Contract of the Corporation is in default or breach of such Contract and there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a default or breach by such party under any such Contract except where such default or breach would not be expected to result in a Material Adverse Effect;

(xxiii) the unaudited financial statements of the Corporation as at and for the year ended July 31, 2021 (the "**Financial Statements**") have been prepared by management on a notice to reader basis and present fairly, in all material respects, the financial condition of the Corporation as at the dates thereof and reflect all assets, liabilities or objectives (absolute, accrued, contingent or otherwise) of the Corporation and the results of the operations and cash flows of the Corporation for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, as applicable, that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Corporation since July 31, 2021 except such as are necessary to transition to IFRS in connection with the preparation of financial statements to be audited in accordance with the requirements of the TSXV;

(xxiv) since July 31, 2021, (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, business prospects, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation to the date of this Agreement, and (B) except in respect of the Business Combination and the

Offering, no transactions have been entered into by the Corporation other than in the ordinary course of business;

(xxv) there are no material liabilities of the Corporation whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Financial Statements;

(xxvi) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements so as to present fairly, in all material respects, the financial condition of the Corporation and to maintain accountability for assets;

(xxvii) there is no material fact known to the Corporation which the Corporation has not disclosed to the Agent which materially and adversely affects, or would reasonably be expected to materially and adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of the Corporation or the ability of the Corporation to perform its obligations under the Transaction Documents and the Definitive Agreement;

(xxviii) the statements set forth in the Investor Presentation in relation to the Offering and the Corporation are true and correct in all material respects and do not contain any misrepresentations;

(xxix) no material fact has been omitted from the Investor Presentation that is required to be stated in the document or is necessary to make the statements made therein in relation to the Offering and the Corporation not misleading in light of the circumstances in which they were made;

(xxx) to the knowledge of the Corporation, the Investor Presentation complies in all material respects with applicable Securities Laws;

(xxxi) to the knowledge of the Corporation, the statistical, industry and market related data included in the Investor Presentation are derived from sources which the Corporation reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived;

(xxxii) other than with respect to the Shareholders' Agreement, there are no third party consents required to be obtained in order for the Corporation to create and issue the Subscription Receipts and the Jasper Underlying Securities;

(xxxiii) the Corporation: (i) has conducted and is conducting its Businesses in material compliance with all applicable Laws of each jurisdiction in which it carries on business, including but not limited to all consumer protection legislation; (ii) has not received any correspondence or notice from any Governmental Authority alleging or asserting noncompliance with any applicable Laws or any licences, certificates, approvals, clearances, authorizations, permits, qualifications, consents and supplements or amendments thereto required by any such applicable Laws (collectively, "**Authorizations**") and to the knowledge of the Corporation, there are no facts that could give rise to such non-compliance which would be expected to result in a Material Adverse Effect; (iii) possess all Authorizations required for the conduct of its Business, and such Authorizations are valid and subsisting and in good standing and in full force and effect and the Corporation is not in violation of any

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

(xxxiv) the Corporation is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any governmental body having lawful jurisdiction over the Corporation presently in force or to its knowledge, proposed to be brought into force that the Corporation anticipates it will be unable to comply with, to the extent that compliance is necessary, which would reasonably be likely to result in a Material Adverse Effect;

(xxxv) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;

(xxxvi) to the knowledge of the Corporation, other than the Shareholders' Agreement (which for certainty shall be terminated in advance of, or immediately following, the completion of the Business Combination), there is no agreement in force or effect which in any manner affects or will affect the voting or control of any of the securities of the Corporation;

(xxxvii) except for transactions in the ordinary course of business or as disclosed in the Due Diligence Materials, none of the directors, officers or employees of the Corporation, nor any Person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any Person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of the foregoing had or has any material interest, direct or indirect, in any material transaction or any proposed material transaction (including, without limitation, any loan made to or by any such Person) with the Corporation which materially affects, is material to or will materially affect the Corporation;

(xxxviii) no union has been accredited or otherwise designated to represent any employees of the Corporation and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the facilities of the Corporation and none is currently being negotiated by the Corporation;

(xxxix) there has not been in the last two years and there is not currently any labour disruption or conflict between the Corporation (or any predecessor to the Corporation) and the employees of the Corporation which could reasonably be expected to have a Material Adverse Effect;

(xl) each plan of the Corporation for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or for the benefit of any current or former director, officer, employee or consultant of the Corporation (the "**Employee Plans**") is set out in the Due Diligence Materials and each Employee Plan has been maintained in all material respects with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plans;

(xli) no current or former employee, officer or director of the Corporation is entitled to a severance, termination or similar payment as a result of the Business Combination;

(xlii) no Person would be entitled to: (i) a payment under a Contract with the Corporation as a result of the Offering or the Business Combination except for bonuses to executive officers of the Corporation payable upon completion of the Business Combination in the aggregate amount of $150,000 and annual salary increases to employees of the Corporation to be effective upon completion of the Business Combination in the aggregate amount of $95,000; or (ii) terminate a Contract with the Corporation as a result of the Business Combination;

(xliii) the Corporation is in compliance in all material respects with all Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and has not and is not engaged in any unfair labour practice;

(xliv) the Corporation does not have any premises which the Corporation occupies as tenant;

(xlv) the Corporation does not own any real property;

(xlvi) there are no actions, suits, judgments, investigations, inquiries or proceedings of any kind whatsoever outstanding (whether or not purportedly on behalf of the Corporation), pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation, or any of its directors or officers, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the knowledge of the Corporation, there is no basis therefor and the Corporation is not subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may affect, is material to or will materially affect the Corporation or its property or assets or could adversely affect the ability of the Corporation to perform its obligations under this Agreement;

(xlvii) the Corporation's insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all requirements of applicable Law and provide insurance, including liability and product liability insurance, in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by the Corporation. The Corporation is not in default in any material respect with respect to the payment of any premium or compliance with

any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which the Corporation would be required to or, in order to maintain its coverage, should give any notice to the insurers under any such insurance policy which has not been given. The Corporation has not received notice from any of the insurers regarding cancellation of such insurance policy;

(xlviii) (A) the Corporation, its Assets and Properties and the operation of its Business, have been and are, to the knowledge of the Corporation, in compliance in all material respects with all Environmental Laws; (B) the Corporation is not in violation of any regulation relating to the release or threatened release of Hazardous Materials; (C) the Corporation has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws; (D) the Corporation has operated its business and received, handled, used, stored, treated, shipped and disposed of all Hazardous Materials, in each case, in compliance with all applicable Environmental Laws; (E) the Corporation has never received any notice of any material non-compliance in respect of any Environmental Laws; (F) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or Remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Corporation relating to Hazardous Materials or any Environmental Laws; and (G) there are no Environmental Permits necessary to conduct the Business;

(xlix) except for loans to certain officers of the Corporation disclosed in the Due Diligence Materials, the Corporation has not made any loans to, or guaranteed the obligations of, any Person;

(l) except as incurred in the ordinary course of business or as disclosed in the Financial Statements or the Due Diligence Materials, the Corporation is not indebted to any Person;

(li) the minute books and records of the Corporation for the period from its date of incorporation to the date hereof and made available to the Agent and its counsel are all of the minute books and records of the Corporation and contain copies of all proceedings, other than in respect of the Offering, (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Corporation to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Corporation during such period not reflected in such minute books and other records, other than those which are not material to the Corporation;

(lii) all information which has been prepared by the Corporation relating to the Corporation, its Business, property and liabilities and made available to the Agent, including the Investor Presentation (subject, however to Section 4(a)(xxx) hereof) and all financial, marketing, sales and operational information related to the Corporation and its Business provided to the Agent was as of the date of such information and is true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading and did not contain a misrepresentation;

(liii) other than (A) the Agent, and (B) the arm's length third party entitled to a finder's fee of 2,773,904 Resulting Issuer Shares in connection with the closing of the Business Combination, there is no Person acting or purporting to act at the request or on behalf of

the Corporation that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement;

(liv) the Corporation is the sole legal and beneficial owner of, has good and marketable title to, and owns all right, title and interest in, all Corporation IP, free and clear of all material encumbrances, charges, covenants, conditions, options to purchase and restrictions or other adverse claims or interests of any kind or nature and the Corporation has no knowledge of any claim of adverse ownership in respect thereof. To the Corporation's knowledge, no consent of any Person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Corporation IP and no Corporation IP comprises an improvement to Licensed IP that would give any Person any rights to Corporation IP, including rights to license Corporation IP;

(lv) the Corporation has not received any formal notice or claim challenging its ownership or right to use of any Corporation IP or suggesting that any other Person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the knowledge of the Corporation, is there a reasonable basis for any claim that any Person other than the Corporation has any claim of legal or beneficial ownership or other claim or interest in any Corporation IP;

(lvi) to the Corporation's knowledge, the conduct of the Business has not infringed, violated, misappropriated or otherwise conflicted with any Intellectual Property right of any Person;

(lvii) the Corporation is not a party to any action or proceeding, nor, to the Corporation's knowledge, has any action or proceeding been threatened that alleges that any current or proposed conduct of its Business has or will infringe, violate or misappropriate or otherwise conflict with any Intellectual Property right of any Person;

(lviii) to the knowledge of the Corporation, no Person has infringed or misappropriated, or is infringing or misappropriating, any rights of the Corporation in or to any Corporation IP;

(lix) the Corporation has entered into valid and enforceable written agreements pursuant to which the Corporation has been granted all licenses and permissions to use, reproduce, sub license, sell, modify, update, enhance or otherwise exploit the Licensed IP to the extent required to operate all material aspects of the Business currently conducted and proposed to be conducted (including, if required, the right to incorporate such Licensed IP into Corporation IP). All license agreements in respect to Licensed IP are in full force and effect and the Corporation is not in default of its obligations thereunder except for any default which would not materially impact the Corporation or its property or assets;

(lx) to the extent that any material Corporation IP, that is not otherwise publicly available, is licensed or disclosed to any Person or any Person has access to such material Corporation IP (including any employee, officer, shareholder or consultant of the Corporation), the Corporation has entered into a valid and enforceable written agreement which contains terms and conditions prohibiting the unauthorized use, reproduction, disclosure, reverse engineering or transfer of such material Corporation IP by such Person. All such agreements are in full force and effect and the Corporation is not in default of its obligations thereunder;

(lxi) other than described above in respect of Corporation IP and Licensed IP: (A) any and all of the agreements and other documents and instruments pursuant to which the Corporation

holds its Assets and Properties (including, if applicable, any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law; (B) to the knowledge of the Corporation, the Corporation is not in default of any of the provisions of any such agreements, documents or instruments, nor has any such default been alleged in writing against the Corporation except for any default which would not materially impact the Corporation or its Assets and Properties; (C) such Assets and Properties are in good standing in all material respects under the applicable statutes and regulations of the jurisdictions in which they are situated; (D) all leases, licences and claims pursuant to which the Corporation derives its interests in such Assets and Properties are in good standing and to the knowledge of the Corporation there has been no default under any such lease, licence or claim, against the Corporation except for any default which would not materially impact the Corporation or its property or assets; and (E) none of the Assets and Properties (or any interest in, or right to earn an interest in, any of the Assets and Properties) of the Corporation is subject to any right of first refusal or purchase or acquisition right;

(lxii) in respect of both the hardware equipment and software components of the information management and computer systems (collectively, the "**Systems**") of the Corporation:

(A) the Systems have been maintained and supported in accordance with prudent industry practices;

(B) there is a commercially reasonable disaster recovery plan in place in respect of such Systems;

(C) commercially reasonable controls are in place to control access and security to such Systems and there are industry standard firewalls and virus protection programs in place;

(D) all software being used is supported by valid licences and all licences in respect of such software components are in good standing in all material respects and not in default in any material respect; and

(E) all related data, content and programs are backed-up regularly with copies stored safely and securely off-site;

(lxiii) the Corporation's use or handling of Business Data at all times did not and does not violate any applicable Law or industry standards, including without limitation, (a) any Laws relating to consumer protection and the collection and/or protection of Personally Identifiable Information (including without limitation the *Personal Information Protection and Electronic Documents Act*, and all United States federal and state privacy laws that may be applicable in the jurisdictions in which the Corporation operates), and (b) binding guidance issued by a Governmental Authority that pertains to one of the Laws, rules or standards outlined in clause (a) (collectively "**Data Protection Laws and Standards**"). The Corporation has provided adequate notice and obtained any necessary consents required for the collection, processing, recording, organization, storage, use, disclosure and

dissemination of Business Data under and in compliance with applicable Law, including without limitation, Data Protection Laws and Standards. The Corporation has not received any written notice that the Corporation is or may be in violation of any Data Protection Laws and Standards. The Corporation has not distributed or displayed any Business Data in breach of any contract. To the knowledge of the Corporation, the Corporation's privacy policies accurately describe the Corporation's use, collection, display and distribution of any Personally Identifiable Information and comply with all applicable Data Protection Laws and Standards. The Corporation's operation of its business has at all times been consistent with and compliant with the then-current version of the Corporation's privacy policies. The Corporation has implemented all necessary technical, physical and organizational measures and taken all steps in accordance with all Data Protection Laws and Standards to secure its websites, services and Business Data from unauthorized access or unauthorized use by any Person. To the knowledge of the Corporation, there has been no unauthorized or illegal access, use or disclosure of any Business Data (a "**Data Security Breach**"). The Corporation has made all notifications to customers or individuals or Governmental Authority required to be made by the Corporation by any applicable Law arising out of or relating to any event of access to or acquisition of any Business Data by an unauthorized Person, including to the knowledge of the Corporation, third parties and employees of the Corporation acting outside of the scope of their authority or authorization in a manner which violates applicable law, including without limitation Data Protection Laws and Standards. The Corporation has not provided copies of or access to Business Data to any Person who has not entered into a contract with the Corporation to use, receive or view Business Data. Where the Corporation uses a third party to process Business Data, the processor has provided guarantees, warranties or covenants in relation to the processing of Personally Identifiable Information that are sufficient for the Corporation's compliance with all applicable Data Protection Laws and Standards and the Corporation's privacy policies, as applicable, and to the knowledge of the Corporation each such data processor complies with the requirements of applicable Data Protection Laws and Standards;

(lxiv) the Corporation is not prohibited from issuing fractional Common Shares or other securities pursuant to its constating documents;

(lxv) a true and complete copy of the Definitive Agreement has been provided to the Agent;

(lxvi) to the knowledge of the Corporation, there has been no (i) actual or alleged breach or default by any party of any provisions of the Definitive Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Definitive Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Definitive Agreement, and, to the knowledge of the Corporation, no state of facts giving rise to any of the foregoing exists; and

(lxvii) to the knowledge of the Corporation, no event has occurred or condition exists which will prevent the Business Combination from being completed prior to the Escrow Deadline.

It is further agreed by the Corporation that all representations and warranties of the Corporation in this Section 4 made by the Corporation to the Agent shall also be deemed to be made for the benefit of the Purchasers as if the Purchasers were also parties hereto (it being agreed that the Agent is acting for and on behalf of the Purchasers for this purpose).

(b) Representations and Warranties of SaaSquatch. SaaSquatch represents and warrants to the Agent and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the completion of the Offering, that:

(i) each of SaaSquatch and SaaSquatch Subco has been duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated, formed, amalgamated or continued, as the case may be and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of SaaSquatch or SaaSquatch Subco;

(ii) each of SaaSquatch and SaaSquatch Subco is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its Assets and Properties requires such qualification and has all requisite corporate power and authority to conduct its business and own, lease and operate its Assets and Properties and to execute, deliver and perform its obligations under the Transaction Documents to which it is a party, the Definitive Agreement and any other document, filing, instrument or agreement delivered in connection with the Offering and the Business Combination;

(iii) SaaSquatch is a "reporting issuer" within the meaning of applicable Securities Laws in the Provinces of British Columbia, Alberta and Ontario, is in good standing and is not included in a list of defaulting reporting issuers maintained by the applicable Securities Regulators in such provinces, and is in compliance, in all material respects, with all of its obligations as a reporting issuer and has not been the subject of any investigation by any stock exchange or any Securities Regulator, is current with all filings required to be made by it under Securities Laws and other Laws, is not aware of any deficiencies in the filing of any documents or reports with any Securities Regulators and there is no material change relating to SaaSquatch which has occurred and with respect to which the requisite news release or material change report has not been filed with the Securities Regulators, and no securities commission, securities exchange or court has issued any order or obtained any undertaking that adversely impacts, delays or prevents, or that could adversely impact, delay or prevent, the Business Combination, as currently contemplated;

(iv) the authorized capital of SaaSquatch consists of an unlimited number of SaaSquatch Common Shares, of which, immediately prior to the closing of the Offering, 13,000,000 SaaSquatch Common Shares (on a pre-Consolidation basis) will be issued and outstanding;

(v) no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of either SaaSquatch or SaaSquatch Subco will be outstanding immediately prior to the completion of the Business Combination and no Person has or will have any agreement, option, right or privilege (contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any interest in the shares or other securities of SaaSquatch or SaaSquatch Subco other than (i) 200,000 broker warrants exercisable to acquire an aggregate of 200,000 SaaSquatch Common Shares (on a pre-Consolidation basis); and (ii) pursuant to the Business Combination as described in this Agreement or the Definitive Agreement;

(vi) SaaSquatch has no direct or indirect subsidiaries other than SaaSquatch Subco nor any investment or proposed investment in any Person and, other than the Definitive Agreement

and as described therein, SaaSquatch is not party to any agreement, option or commitment to acquire any shares or securities of any Person;

(vii) SaaSquatch owns, directly or indirectly, all of the issued and outstanding shares of SaaSquatch Subco. All of the issued and outstanding shares of SaaSquatch Subco are issued as fully paid and non-assessable shares, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from SaaSquatch or SaaSquatch Subco of any interest in any of the shares or other interests in the capital of SaaSquatch Subco;

(viii) the issued and outstanding SaaSquatch Common Shares are listed and posted for trading on the TSX-V and, other than in contemplation of the Business Combination, SaaSquatch has not taken any action which could be reasonably expected to result in the delisting or suspension of such SaaSquatch Common Shares on or from the TSX-V and SaaSquatch is currently in compliance with the rules and policies of the TSX-V;

(ix) all material filings and fees required to be made and paid by SaaSquatch pursuant to applicable Securities Laws and the rules and policies of the TSX-V have been made and paid;

(x) SaaSquatch has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its Assets and Properties and is conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits;

(xi) SaaSquatch has the corporate power, authority and capacity to enter into each of the Transaction Documents to which it is a party, the certificates representing the Resulting Issuer Warrants, if any, and the certificates representing the Resulting Issuer Compensation Warrants, and to perform and carry out the transactions contemplated hereby and thereby and the execution and delivery of the Transaction Documents to which it is a party and the Definitive Agreement and the completion of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of SaaSquatch, subject to the receipt of all requisite shareholder approvals of SaaSquatch described in the Definitive Agreement;

(xii) upon the completion of the Business Combination, all consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the execution and delivery of the Definitive Agreement and the consummation of the transactions contemplated thereby will have been made or obtained, as applicable, other than any filings required to be submitted within the applicable time frame pursuant to applicable Securities Laws and other customary post-closing filings;

(xiii) each of the execution and delivery of the Transaction Documents to which SaaSquatch is a party and the performance by SaaSquatch of its obligations thereunder, and the consummation of the transactions contemplated hereby and thereby do not and will not

conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to SaaSquatch, including Securities Laws and the securities laws of any other province in which SaaSquatch is a "reporting issuer"; (ii) the constating documents, articles or resolutions of SaaSquatch which are in effect at the date of hereof; (iii) any Contract to which SaaSquatch is a party or by which SaaSquatch is bound; or (iv) any judgment, decree or order binding SaaSquatch or the property or assets of SaaSquatch;

(xiv) other than the arm's length third party entitled to a finder's fee of 2,773,904 Resulting Issuer Shares in connection with the closing of the Business Combination, there is no Person acting or purporting to act at the request of SaaSquatch who is entitled to any brokerage, agency, finder's, fiscal advisory or similar fee in connection with the Offering, the Business Combination or the other transactions contemplated herein and in the Definitive Agreement;

(xv) all necessary corporate action has been taken or will have been taken prior to the completion of the Business Combination by SaaSquatch so as to: (i) validly issue the Resulting Issuer Shares to the former holders of Subscription Receipts as fully paid and non-assessable shares of the Resulting Issuer; (ii) validly create, authorize and issue the Resulting Issuer Warrants to be issued to the former holders of Warrants; (iii) validly create, authorize and issue the Resulting Issuer Compensation Warrants to be issued in exchange for the Compensation Warrants pursuant to the Business Combination; and (iv) allot, reserve and authorize the creation (if applicable), and issuance of the Resulting Issuer Warrant Shares issuable upon the exercise of the Resulting Issuer Warrants and the Resulting Issuer Compensation Warrant Shares issuable upon exercise of the Resulting Issuer Compensation Warrants and, upon the issuance of the Resulting Issuer Warrant Shares in accordance with the terms of the Resulting Issuer Warrants and the Resulting Issuer Compensation Warrant Shares in accordance with the terms of the Resulting Issuer Compensation Warrants, such shares shall be issued as fully paid and non-assessable shares of the Resulting Issuer;

(xvi) at the Closing Time, each of the Transaction Documents to which SaaSquatch is a party shall have been duly authorized and executed and delivered by SaaSquatch and upon such execution and delivery each shall constitute a valid and binding obligation of SaaSquatch and each shall be enforceable against SaaSquatch in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(xvii) the Definitive Agreement has been duly authorized and executed and delivered by SaaSquatch and constitutes a valid and binding obligation of SaaSquatch enforceable against SaaSquatch in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to

indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(xviii) there is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of SaaSquatch, threatened of or against SaaSquatch before any court, regulatory or administrative agency or tribunal;

(xix) no legal or governmental actions, suits, judgments, investigations or proceedings are pending to which SaaSquatch or SaaSquatch Subco or the directors, officers or employees of SaaSquatch or SaaSquatch Subco are a party or to which SaaSquatch's or SaaSquatch Subco's property or assets are subject which if finally determined adversely to SaaSquatch or SaaSquatch Subco would be expected to result in a Material Adverse Effect and, to the knowledge of SaaSquatch, no such proceedings have been threatened against or are pending with respect to SaaSquatch or SaaSquatch Subco, or with respect to their respective property and assets and neither SaaSquatch nor SaaSquatch Subco are subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;

(xx) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of SaaSquatch or SaaSquatch Subco have been issued by any regulatory authority and are continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of SaaSquatch, are pending, contemplated or threatened by any regulatory authority;

(xxi) the financial statements of SaaSquatch for the period from March 22, 2021, being the date of incorporation of SaaSquatch, to June 30, 2021, (i) have been prepared in accordance with International Financial Reporting Standards applicable to publicly accountable enterprises, and (ii) fairly present, in all material respects, the financial position, results of operations, the changes in its financial position and cash flows of SaaSquatch as of the dates thereof and for the periods covered thereby;

(xxii) since June 30, 2021: (i) there has not been any material change in the business, assets, liabilities, obligations (absolute, accrued, contingent or otherwise), condition (financial or otherwise), prospects or results of operations of SaaSquatch; (ii) there has not been any material change in the equity capital or long-term debt of SaaSquatch other than the grant of the SaaSquatch Options; and (iii) the only expenses and obligations incurred by SaaSquatch are those related to general administrative expenses, expenses associated with SaaSquatch's initial public offering and listing on the TSX-V, expenses associated with being a public company and expenses associated with the identification and evaluation of a new business opportunity for the purpose of acquisition or participation;

(xxiii) since inception, SaaSquatch has carried on no active business and its primary operation has been the identification and evaluation of a new business opportunity for the purpose of acquisition or participation;

(xxiv) other than the Definitive Agreement, neither SaaSquatch nor SaaSquatch Subco is party to or bound by any material Contract or any employment Contracts as of the date hereof;

(xxv) SaaSquatch is not a party to any Debt Instrument nor any Contract to create, assume or issue any Debt Instrument, nor does SaaSquatch have any loans or other indebtedness

outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any Person not dealing at "arm's length" (as such term is defined in the Tax Act) with SaaSquatch;

(xxvi) no current or former employee, officer or director of SaaSquatch or SaaSquatch Subco is entitled to a severance, termination or similar payment as a result of the Business Combination;

(xxvii) other than the arm's length third party entitled to a finder's fee of 2,773,904 Resulting Issuer Shares in connection with the closing of the Business Combination, no Person would be entitled to a payment under a Contract with SaaSquatch or SaaSquatch Subco as a result of the Offering or the Business Combination;

(xxviii) SaaSquatch has not approved, contemplated or entered into any agreement in respect of, nor has any knowledge of: (a) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by SaaSquatch whether by asset sale, transfer of shares or otherwise; (b) other than pursuant to the Business Combination, the change of control by sale or transfer of shares or sale of all or substantially all of the property and assets of SaaSquatch; or (c) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of SaaSquatch;

(xxix) the minute books and records of SaaSquatch and SaaSquatch Subco made available to counsel for the Agent in connection with the due diligence investigation of SaaSquatch and SaaSquatch Subco for the period from the date of incorporation to the date hereof are all of the minute books of SaaSquatch and SaaSquatch Subco and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of SaaSquatch and SaaSquatch Subco to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of SaaSquatch and SaaSquatch Subco to the date hereof not reflected in such minute books except those which would not be expected to have a Material Adverse Effect;

(xxx) all documents and information filed by SaaSquatch on SEDAR contain all material facts pertaining to the securities of SaaSquatch and does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. SaaSquatch has been in compliance in all material respects with its timely and continuous disclosure obligations under applicable Securities Laws in Canada, and, without limiting the generality of the foregoing, there has been no material change or material fact as to SaaSquatch that has occurred which has not been publicly disclosed. SaaSquatch has not filed any confidential material change reports which remain confidential as at the date hereof and there are no circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 16.1 – Civil Liability for Secondary Market Disclosure of the *Securities Act* (British Columbia) and analogous provisions under applicable Securities Laws in the Provinces of Alberta and Ontario;

(xxxi) all Taxes due and payable or required to be collected or withheld and remitted, by SaaSquatch have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. All tax

returns, declarations, remittances and filings required to be filed by SaaSquatch have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading or have a Material Adverse Effect. To the knowledge of SaaSquatch, no examination of any tax return of SaaSquatch 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 SaaSquatch. 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 SaaSquatch;

(xxxii) SaaSquatch has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets of SaaSquatch, and there are no audits pending of the tax returns of SaaSquatch (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would result in a Material Adverse Effect;

(xxxiii) SaaSquatch maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with International Financial Reporting Standards and to maintain accountability for assets; and (iii) access to assets is permitted only in accordance with management's general or specific authorization;

(xxxiv) no information relating to SaaSquatch and SaaSquatch Subco provided to the Agent contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no material fact known to SaaSquatch which SaaSquatch has not disclosed to the Agent which materially adversely affects, or so far as SaaSquatch can now reasonably foresee, will materially adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of SaaSquatch and SaaSquatch Subco, on a consolidated basis, or the ability of SaaSquatch to perform its obligations under the Transaction Documents to which it is a party and the Definitive Agreement;

(xxxv) SaaSquatch Subco was incorporated for the sole purpose of completing the transactions contemplated by the Definitive Agreement and has no active operations;

(xxxvi) SaaSquatch Subco: (i) does not own any property or assets or have any right or obligations to acquire any assets; (ii) has no liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise); and (iii) does not have any obligation to issue any Debt Instruments;

(xxxvii) other than for the purposes of the transactions contemplated by the Definitive Agreement, since the date of incorporation of SaaSquatch Subco: (a) SaaSquatch Subco has not conducted any business; (b) there has not occurred one or more changes, events or occurrences which would, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect; (c) SaaSquatch Subco has not incurred any liabilities, indebtedness or obligations of any nature (whether accrued, absolute, contingent or

otherwise); and (d) there has not been any incurrence, assumption or guarantee by SaaSquatch Subco of any debt for borrowed money, any creation or assumption by SaaSquatch Subco of any Encumbrance, or any making by SaaSquatch Subco of any loan, advance or capital contribution to or investment in any other Person;

(xxxviii) a true and complete copy of the Definitive Agreement has been provided to the Agent; and

(xxxix) to the knowledge of SaaSquatch, there has been no (i) actual or alleged breach or default by any party of any provisions of the Definitive Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Definitive Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Definitive Agreement, and, to the knowledge of SaaSquatch, no state of facts giving rise to any of the foregoing exists; and

(xl) to the knowledge of SaaSquatch, no event has occurred or condition exists which will prevent the Business Combination from being completed prior to the Escrow Deadline.

(c) Representations, Warranties and Covenants of the Agent. The Agent hereby represents, warrants and covenants to the Corporation and SaaSquatch and acknowledges that the Corporation and SaaSquatch are relying upon such representations and warranties in connection with the completion of the Offering, that:

(i) the Agent has been duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated, formed, amalgamated or continued, as the case may be, and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Agent;

(ii) the Agent has good and sufficient right and authority to enter into this Agreement and to complete the transactions contemplated under this Agreement and any other documents in connection with the Offering to which it is a party;

(iii) the Agent will use its commercially reasonable efforts to arrange for Purchasers in the Selling Jurisdictions;

(iv) the Agent has complied and will comply, and shall require any investment dealer or broker with which the Agent has a contractual relationship in respect of the sale of the Subscription Receipts (each a "**Selling Firm**") to comply, with all applicable Securities Laws in connection with the sale of the Subscription Receipts, and shall offer the Subscription Receipts for sale directly and through Selling Firms upon the terms and conditions set out in this Agreement. The Agent has offered and will offer, and shall require any Selling Firm to offer, the Subscription Receipts for sale and sell the Subscription Receipts only in those jurisdictions where they may be lawfully offered for sale or sold (being the Selling Jurisdictions). Any Selling Firm appointed by the Agent shall be compensated by the Agent from its compensation hereunder. The Agent shall use its best efforts to ensure that any Selling Firm appointed pursuant to this Agreement complies with the covenants and obligations of the Agent hereunder;

(v) the Agent shall, and shall require any Selling Firm to agree to, offer the Subscription Receipts in a manner which complies with and observes all applicable Laws and

regulations in each jurisdiction into and from which they may offer to sell the Subscription Receipts;

(vi) the Agent and its representatives (including any Selling Firms) have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Subscription Receipts in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio, television or otherwise or conducted any seminar or meeting concerning the offer or sale of the Subscription Receipts whose attendees have been invited by any general solicitation or general advertising;

(vii) the Agent has not and will not: (i) provide prospective Purchasers with any document or other material that would constitute an offering memorandum within the meaning of applicable Securities Laws, other than the Investor Presentation or (ii) solicit offers to purchase or sell the Subscription Receipts so as to require the filing of a prospectus or registration statement with respect thereto or the provision of a contractual right of action (as defined in Ontario Securities Commission Rule 14-501) or a statutory right of action under the laws of any jurisdiction; and

(viii) the Agent represents and warrants that it is an "accredited investor" as defined in NI 45-106 and is acquiring the Compensation Warrants as principal with investment intent and not with a view to distribution.

5. Closing Deliveries. The purchase and sale of the Subscription Receipts shall be completed electronically at the Closing Time or at such place as the Agent and the Corporation may agree upon in writing. At the Closing Time the Corporation shall issue the Subscription Receipts in certificated form and/or in accordance with the "non-certificated inventory" rules and procedures of CDS, and shall direct CDS to credit the Subscription Receipts to the accounts of participants of CDS as designated by the Agent, against payment to the Subscription Receipt Agent (to be held in escrow in accordance with the terms of the Subscription Receipt Agreement) of the aggregate Offering Price therefor, less 50% of the Cash Commission and all of the estimated expenses payable to the Agent at the Closing Time pursuant to Section 9, by wire transfer of immediately available funds.

6. Closing Conditions. Each Purchaser's obligation to purchase the Subscription Receipts shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Agent shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, certifying for and on behalf of the Corporation (without personal liability), to the best of their knowledge, information and belief, after due inquiry, that:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation or prohibiting the issue and sale of the Subscription Receipts or any of the Corporation's issued securities has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;

(ii) since July 31, 2021, (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or share structure of the Corporation, and (B)

no material transactions have been entered into by the Corporation other than in respect of the Business Combination or the Offering and other than in the ordinary course of business;

(iii) the Corporation has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and

(iv) the representations and warranties of the Corporation contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time;

(b) the Agent shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of SaaSquatch (without personal liability), or such other directors or officers of SaaSquatch as the Agent may agree, certifying for and on behalf of behalf of SaaSquatch, to the best of their knowledge, information and belief, after due inquiry, that;

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of SaaSquatch or any of SaaSquatch's issued securities has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;

(ii) since June 30, 2021, (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or capital of SaaSquatch, and (B) no material transactions have been entered into by SaaSquatch, other than in respect of the Business Combination or the Offering and other than in the ordinary course of business or except as disclosed in this Agreement;

(iii) SaaSquatch has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and

(iv) the representations and warranties of SaaSquatch contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time;

(c) the Agent shall have received a certificate dated the Closing Date, signed by an appropriate officer or officers of the Corporation (without personal liability) addressed to the Agent, with respect to the constating documents of the Corporation, all resolutions of the Corporation's board of directors relating to the Transaction Documents, the Definitive Agreement and otherwise pertaining to the purchase and sale of the Subscription Receipts and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers and such other matters as the Agent may reasonably request;

(d) the Agent shall have received at the Closing Time a certificate dated the Closing Date, signed by appropriate officers of SaaSquatch addressed to the Agent, with respect to constating documents of SaaSquatch, all resolutions of SaaSquatch's board of directors relating to the Transaction Documents to which SaaSquatch is a party, the Definitive Agreement and otherwise pertaining to the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers in the form of a certificate of incumbency and such other matters as the Agent may reasonably request;

(e) the Agent shall have been satisfied, in its sole discretion, with the results of its due diligence review of each of the Corporation, SaaSquatch, and their respective businesses, operations and financial conditions and market conditions at the Closing Time;

(f) the Agent shall have received a certificate of status (or equivalent) with respect to the jurisdiction in which each of the Corporation, SaaSquatch and SaaSquatch Subco was incorporated or continued, as the case may be;

(g) the Agent shall have received satisfactory evidence, acting reasonably, that all requisite approvals and consents have been obtained by each of the Corporation and SaaSquatch and remain in full force and effect in order to complete the Offering;

(h) each of the Transaction Documents shall be in a form acceptable to the Agent, acting reasonably, and shall have been executed and delivered by the Corporation and SaaSquatch, as applicable;

(i) the Agent shall have received the executed Lock-Up Agreements; and

(j) the Agent shall have received legal opinions addressed to the Agent and the Purchasers, in form and substance satisfactory to the Agent, acting reasonably, dated as of the Closing Date, from Caravel Law Professional Corporation, counsel to the Corporation, and McMillan LLP, counsel to SaaSquatch, and where appropriate, counsel in certain Designated Provinces, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Corporation or SaaSquatch, as appropriate, with respect to the following matters:

(i) with respect to the Corporation:

(A) as to the incorporation and valid existence of the Corporation;

(B) as to the authorized and issued shares of the Corporation immediately prior to the Closing Time;

(C) the corporate power, capacity and authority of the Corporation to carry on its business as presently carried on and to own, lease and operate its properties and assets and execute and deliver the Transaction Documents and the Definitive Agreement and to perform all of its obligations thereunder and to issue the Subscription Receipts, the Common Shares and Warrants comprising the Units, the Warrant Shares, the Compensation Warrants and the Compensation Warrant Shares;

(D) each of the Transaction Documents and the Definitive Agreement has been duly authorized and executed and delivered by the Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable Law;

(E) the execution and delivery of the Transaction Documents and the Definitive Agreement, the performance by the Corporation of its obligations thereunder and

the issuance and sale of the Subscription Receipts and the issue of the Common Shares and Warrants comprising the Units, the Warrant Shares, the Compensation Warrants and the Compensation Warrant Shares does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) the provisions of the OBCA; or (B) the constating documents of the Corporation (including the Shareholders' Agreement);

(F) the due and valid creation, authorization and issuance of the Subscription Receipts and the Compensation Warrants;

(G) the Common Shares partially comprising the Units, the Warrant Shares issuable upon the due exercise of the Warrants and the Compensation Warrant Shares issuable upon the due exercise of the Compensation Warrants have been duly authorized, allotted and reserved for issuance and, upon the Common Shares being issued upon the conversion of the Subscription Receipts, the Warrant Shares being issued upon the due exercise of the Warrants and the Compensation Warrant Shares being issued upon the due exercise of the Compensation Warrants, such shares, respectively, will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(H) the Warrants partially comprising the Units and the Compensation Warrants have been validly created and authorized for issuance;

(I) the appointment of Odyssey Trust Company, at its principal office in Calgary, Alberta, as the duly appointed subscription receipt agent under the Subscription Receipt Agreement and the warrant agent under the Warrant Indenture;

(J) the issuance and sale by the Corporation of the Subscription Receipts to the Purchasers resident in the Designated Provinces in accordance with the terms of the Subscription Agreements and the granting and the issuance of the Compensation Warrants to the Agent in accordance with the terms of this Agreement are exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws to permit such issuance and sale, except that the Corporation is required to: (i) file a report with the Canadian Securities Regulators on Form 45-106F1, within ten (10) days of the date hereof, accompanied by the applicable prescribed fees; and (ii) in connection with the issuance and sale of the Subscription Receipts, deliver a copy of the Investor Presentation and any amendments or supplements thereto with the applicable Canadian Securities Regulators within ten (10) days of the date hereof;

(K) the issuance of the Common Shares and Warrants upon conversion of the Subscription Receipts, the issuance of the Warrant Shares upon due exercise of the Warrants and the issuance of the Compensation Warrant Shares upon the due exercise of the Compensation Warrants, is or will be exempt from the prospectus requirements of applicable Securities Laws of the Designated Provinces and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the

Corporation under applicable Securities Laws of the Designated Provinces to permit such issuances; and

(L) the first trade by the Purchasers or the Agent (as applicable) of the Subscription Receipts, the Common Shares and Warrants comprising the Units, the Compensation Warrants, the Warrant Shares and the Compensation Warrant Shares, other than a trade which is otherwise exempt under the applicable Securities Laws, will be a distribution and will be subject to the prospectus requirements under the Securities Laws of the Designated Provinces unless: (1) at the time of such trade, the Corporation is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding such trade; (2) at the time of such trade, at least four months have elapsed from the "distribution date" (as such term is defined under NI 45-102) of the Subscription Receipts or the Compensation Warrants, as applicable; (3) the certificates representing the Subscription Receipts and the Compensation Warrant Certificates carry a legend stating "Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is four months and a day after the later of (i) [insert date of issuance]; and (ii) the date the issuer became a reporting issuer in any province or territory" (or if the security is entered into a direct registration or other electronic book entry system, or if the relevant Purchaser or Agent did not directly receive a certificate representing the security, the relevant Purchaser or Agent received written notice containing such legend); (4) the trade is not a "control distribution" (as such term is defined in the NI 45-102); (5) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of such trade; (6) no extraordinary commission or consideration is paid to a person or corporation in respect of such trade; and (7) if the selling securityholder is an "insider" or "officer" of the Corporation (as such terms are defined under applicable Securities Laws), the selling securityholder has no reasonable grounds to believe that the Corporation is in default of "securities legislation" (as such term is defined in National Instrument 14-101 – "Definitions");

(ii) with respect to SaaSquatch:

(A) as to the incorporation and valid existence of each of SaaSquatch and SaaSquatch Subco;

(B) as to the authorized and issued shares of each of SaaSquatch and SaaSquatch Subco immediately prior to the Closing Time and, in the case of SaaSquatch Subco, that all of the issued and outstanding shares of SaaSquatch Subco are registered in the name of SaaSquatch;

(C) the corporate power, capacity and authority of each of SaaSquatch and SaaSquatch Subco to carry on its business as presently carried on and to own, lease and operate its properties and assets and execute and deliver the Transaction Documents to which it is a party and the Definitive Agreement and to perform all of its obligations hereunder and thereunder, as applicable;

(D) each of the Transaction Documents to which it is a party and the Definitive Agreement has been duly authorized and executed and delivered by SaaSquatch and constitutes a valid and legally binding agreement of SaaSquatch enforceable

against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable Law;

(E) the execution and delivery of the Transaction Documents to which it is party and the Definitive Agreement, the performance by SaaSquatch of its obligations hereunder and thereunder does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) the provisions of the *Business Corporations Act* (British Columbia) or (B) the constating documents of SaaSquatch;

(F) SaaSquatch is a reporting issuer not on the list of defaulting reporting issuers maintained pursuant to the applicable Securities Laws of each of the Provinces of British Columbia, Alberta and Ontario; and

(G) as to Odyssey Trust Company, at its principal office in Vancouver, British Columbia, being the duly appointed registrar and transfer agent for the SaaSquatch Common Shares;

(iii) with respect to the Resulting Issuer:

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

(B) the first trade by the Purchasers or the Agent (as applicable) of Resulting Issuer Shares, Resulting Issuer Warrants, Resulting Issuer Warrant Shares, Resulting Issuer Compensation Warrants and Resulting Issuer Compensation Warrant Shares, other than a trade which is otherwise exempt under the applicable Securities Laws, will be a distribution and will be subject to the prospectus requirements under the Securities Laws of the Designated Provinces unless: (1) at the time of such trade, the Resulting Issuer is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade; (2) the trade is not a "control distribution" (as such term is defined in NI 45-102); (3) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of such trade; (4) no extraordinary commission or consideration is paid to a person or corporation in respect of such trade; and (5) if the selling securityholder is an "insider" or "officer" of the Resulting Issuer (as such terms are defined under applicable Securities Laws), the selling securityholder has no reasonable grounds to believe that the Resulting Issuer is in default of "securities legislation" (as such term is defined in National Instrument 14-101 – "Definitions".

7. Rights of Termination.

(a) The Agent shall be entitled to terminate its obligations hereunder and the obligations of the Purchasers in relation to the Offering by written notice to that effect given to the Corporation and SaaSquatch at or prior to any Closing Time if:

(i) the due diligence investigations performed by the Agent or its representatives reveal any material information or fact which, in the sole opinion of the Agent, is materially adverse to the Corporation or its business, or materially adversely affects the price or value of the Jasper Underlying Securities;

(ii) there shall be any material change or a change in any material fact or a new material fact shall arise or there should be discovered any previously undisclosed material fact required to be disclosed or any amendment thereto, in each case, that has or would be expected to have, in the sole opinion of the Agent, a significant adverse change or effect on the business or affairs of the Corporation or on the market price or the value of the securities of the Corporation;

(iii) (A) there should develop, occur or come into effect or existence any event, action, state, condition (including terrorism or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Agent seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Corporation or the market price or value of the securities of the Corporation, (B) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation or any of its principal shareholders where wrongdoing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including any Securities Regulator which involves a finding of wrongdoing; or (C) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Subscription Receipts or the Common Shares or any other securities of the Corporation is made or threatened by any Securities Regulator;

(iv) the Corporation or SaaSquatch is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement is or becomes false in any material respect; or

(v) the state of the financial markets in Canada or elsewhere is such that in the reasonable opinion of the Agent the Subscription Receipts cannot be profitably marketed.

(b) The Corporation and SaaSquatch agree that: (i) all material terms and conditions in this Agreement shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by the Corporation or SaaSquatch, as applicable; (ii) it will use commercially reasonable efforts to cause such conditions to be complied with; and (iii) any breach or failure by the Corporation or SaaSquatch to comply with any of such conditions shall entitle the Agent, at its option in accordance with this Section 7, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by them to purchase the Subscription Receipts) by notice to that effect given to the Corporation and SaaSquatch at or prior to the Closing Time. The Agent may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other of such terms and conditions

or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agent only if the same is in writing and signed by the Agent.

8. Exercise of Termination Right. The rights of termination contained in Section 7 may be exercised by the Agent and are in addition to any other rights or remedies the Agent may have in respect of any of the matters contemplated by this Agreement or otherwise. Any such termination shall not discharge or otherwise affect any obligation or liability of the Corporation provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. In the event of any such termination by the Agent, there shall be no further liability on the part of any party to this Agreement to any other party to this Agreement except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions prior to such termination under Sections 9, 10 and 11.

9. Expenses. Whether or not the Offering is completed, the Corporation will be responsible for all of the Agent's reasonable expenses and fees in connection with the Offering, including, but not limited to: (i) all expenses of or incidental to the issue, sale or distribution of the Subscription Receipts and any conversion thereof; (ii) the reasonable fees and expenses of the Agent's legal counsel, subject to the cap set out in the Engagement Letter, all disbursements of such legal counsel and all applicable taxes on such fees and disbursements; and (iii) all reasonable costs incurred in connection with the preparation of documentation relating to the Offering. All fees and expenses incurred by the Agent or on its behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agent, and in any event no later than 15 days following receipt of an invoice from the Agent in respect of such fees and expenses. At the option of the Agent, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation (or the Subscription Receipt Agent) at the applicable Closing.

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

11. Indemnity.

(a) The Corporation and upon completion of the Amalgamation, the Resulting Issuer (together, the "**Companies**") agree to jointly and severally indemnify and hold harmless the Agent and its affiliates and directors, officers, partners, agents, employees, successors and assigns of the Agent (hereinafter referred to as the "**Personnel**") harmless from and against any and all expenses, losses (other than loss of profits), claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Agent and/or its Personnel by any third parties other than the Companies, to which the Agent and/or its Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar

as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Companies by the Agent and/or its Personnel hereunder together with any expenses, losses, claims, damages or liabilities that are incurred in enforcing this indemnity.

(b) Notwithstanding anything to the contrary contained herein, the indemnity contemplated in this Section 11 shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(i) the Agent or its Personnel have been negligent or have committed any fraudulent act or wilful misconduct in the course of the performance of professional services rendered to the Companies by the Agent and/or its Personnel or otherwise in connection with the matters referred to in this Agreement; and

(ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were caused by the negligence, fraudulent act or wilful misconduct referred to in Section 11(b)(i).

(c) If for any reason (other than the occurrence of any of the events itemized in Sections 11(b)(i) and (ii) above), the indemnification contemplated in this Section 11 is unavailable to the Agent or insufficient to hold it harmless, then the Companies shall contribute to the amount paid or payable by the Agent as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Companies on the one hand and the Agent on the other hand but also the relative fault of the Companies and the Agent, as well as any relevant equitable considerations; provided that the Companies shall, in any event, contribute to the amount paid or payable by the Agent as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the Cash Commission received by the Agent hereunder pursuant to this Agreement.

(d) The Companies agree that in case any legal proceeding shall be brought against the Companies and/or the Agent by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, to investigate the Companies and/or the Agent and any Personnel of the Agent shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Companies by the Agent, the Agent shall have the right to employ one firm of its own counsel in connection therewith, and the reasonable and documented fees and expenses of such counsel as well as the reasonable and documented costs (including an amount to reimburse the Agent for time spent by its Personnel in connection therewith) and out-of-pocket expenses incurred by its Personnel in connection therewith shall, subject to the right of indemnity, be paid by the Companies as they occur.

(e) Promptly after receipt of notice of the commencement of any legal proceeding against the Agent or any of its Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Companies, the Agent will promptly notify the Companies in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Companies, will keep the Companies advised of the progress thereof and will discuss with the Companies all significant actions proposed. The omission so to notify the Companies shall not relieve the Companies of any liability which the Companies may have to the Agent except only to the extent that any such delay in giving or failure to give notice as herein

required prejudices the defence of such action, suit, proceeding, claim or investigation or results in any increase in the liability which the Companies would otherwise have under this indemnity had the Agent not so delayed in giving or failing to give the notice required hereunder.

(f) The Companies shall be entitled, at their own expense, to participate in and, to the extent they or their insurers may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel. Upon the Companies notifying the Agent in writing of their election to assume the defence and retaining counsel, the Companies shall not be liable to the Agent for any legal expenses subsequently incurred by them in connection with such defence. If such defence is assumed by the Companies, the Companies throughout the course thereof will provide copies of all relevant documentation to the Agent, will keep the Agent advised of the progress thereof and will discuss with the Agent all significant actions proposed.

(g) Notwithstanding Section 11(f), the Agent shall have the right, at the Companies expense, to employ counsel of the Agent's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Companies; or (ii) the Companies have not assumed the defence and employed counsel therefor within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Companies or the Agent has advised the Agent that representation of both parties by the same counsel would be inappropriate because there may be legal defences available to the Agent, which are different from or in addition to those available to the Companies (in which event and to that extent, the Companies shall not have the right to assume or direct the defence on the Agent's behalf) or that there is a conflict of interest between the Companies and the Agent or between the Agent or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Companies shall not have the right to assume or direct the defence on the Agent's behalf). Notwithstanding the prior sentence, the Companies shall only be liable for the fees and expenses of one separate law firm for the Agent with any Personnel of the Agent required to be represented by the same law firm as the Agent for liability in relation to such fees and expenses to accrue to the Companies, in connection with any one action, suit, proceeding, claim or investigation or substantially similar related actions, suits, proceedings, claims or investigations.

(h) No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Agent. No admission of liability shall be made and the Companies shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

(i) The indemnity and contribution obligations of the Companies shall be in addition to any liability which the Companies may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agent and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Companies, the Agent and any of the Personnel of the Agent. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of this Agreement.

12. Advertisements. The Corporation acknowledges that the Agent shall have the right, subject always to paragraphs 1(a), 1(c) and 4(c) of this Agreement, at its own expense, subject to the prior consent of the Corporation, such consent not to be unreasonably withheld or delayed, to place such advertisement or advertisements relating to the sale of the Subscription Receipts contemplated herein as the Agent may consider desirable or appropriate and as may be permitted by applicable law, including applicable Securities Laws. The Corporation and the Agent each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result

in any exemption from the prospectus and registration or other similar requirements of applicable securities legislation in the United States or any of the provinces of Canada or any other jurisdiction in which the Subscription Receipts shall be offered or sold not being available.

13. Agent's Cash Commission etc. In consideration of the services to be rendered by the Agent in connection with the Offering, the Corporation shall pay to the Agent a cash commission equal to (i) 4.0% of the aggregate gross proceeds of the Offering from Purchasers on the President's List (which list shall not include subscriptions exceeding $500,000 without the prior written consent of the Agent), and (ii) 8.0% of the aggregate gross proceeds of the Offering in respect of all other Purchasers (the "**Cash Commission**"). The obligation of the Corporation to pay the Cash Commission shall arise at Closing and the Cash Commission shall be fully earned by the Agent at the Closing Time; provided, however, 50% of the Cash Commission shall be paid to the Agent on Closing (which amount may be paid by way of deduction from the aggregate gross proceeds of the Offering on the Closing Date at the sole option of the Agent) and the remaining 50% shall be deposited in escrow with the Subscription Receipt Agent to form part of the Escrowed Proceeds, and shall be paid to the Agent upon satisfaction of the Escrow Release Conditions.

As additional consideration for the services of the Agent, on Closing the Corporation shall grant to the Agent that number of Common Share purchase warrants of the Corporation equal to (i) 4.0% of the number of Subscription Receipts sold to Purchasers on the President's List (which list shall not include subscriptions exceeding $500,000 without the prior written consent of the Agent), and (ii) 8.0% of the number of Subscription Receipts sold pursuant to the Offering to all other Purchasers (the "**Compensation Warrants**"). Provided the Escrow Release Conditions are satisfied prior to the Escrow Deadline, in connection with the Amalgamation, each Compensation Warrant will be exchanged for one compensation warrant of the Resulting Issuer (each, a "**Resulting Issuer Compensation Warrant**") upon the satisfaction of the Escrow Release Conditions.

Each Resulting Issuer Compensation Warrant shall entitle the holder thereof to subscribe for one Resulting Issuer Share at a price of $0.50 for a period of 24 months from the date the Resulting Issuer Shares are listed on the TSX-V, subject to adjustment in certain events as set out in the Resulting Issuer Compensation Warrant Certificates. If the Escrow Release Conditions are not satisfied on or before the Escrow Deadline, the Compensation Warrants shall be immediately cancelled. At the Closing Time: (i) the Corporation shall execute and deliver to the Agent certificates evidencing the Compensation Warrants (the "**Compensation Warrant Certificates**"); and (ii) deliver to the Agent the final form of certificate which will represent the Resulting Issuer Compensation Warrants, each in a form to be agreed upon by the Agent and the Corporation, each acting reasonably.

14. Right of First Refusal. If within a period of twelve (12) months after the date of this Agreement (the "**Right of First Refusal Period**"), the Corporation undertakes a public or private offering of equity or equity-based securities, the Agent will have a right of first refusal to act as manager and exclusive placement agent in respect of such financing. In such event, the Corporation and the Agent will enter into a separate agreement or other appropriate documentation for such engagement containing such compensation and other terms and conditions as are customary for similar engagements, including, without limitation, appropriate indemnification provisions. The foregoing right of first refusal must be exercised by the Agent within five (5) Business Days following written notification from the Corporation that the Corporation requires or proposes to obtain additional financing, failing which the Agent shall relinquish its rights with respect to that particular engagement only and shall continue to have a right of first refusal in relation to any other public or private offerings of equity or equity-based securities of the Corporation during the Right of First Refusal Period. If, prior to, or any time after, providing the Agent with such written notice, the Corporation has received an offer from a third party to serve as manager or placement agent in connection with an equity or equity-based financing, the terms upon which such third party has proposed to act in such capacity shall be disclosed to the Agent by the Corporation in writing, and the Agent shall be entitled to

exercise its right of first refusal by notifying the Corporation, within five (5) Business Days following written notification from the Corporation, of its intention to match the terms proposed by such third party, failing which the Agent shall relinquish its rights with respect to that particular engagement only and shall continue to have a right of first refusal in relation to any other public or private offerings of equity or equity-based securities of the Corporation during the Right of First Refusal Period. The Corporation confirms that there are no other rights of first refusal to provide equity or equity-based financing advisory services to the Corporation outstanding.

15. Alternative Transaction. If: (i) the Corporation withdraws from the Business Combination prior to the Escrow Deadline; and (ii) the Corporation completes an Alternative Transaction within twelve (12) months of the Corporation's withdrawal from the Business Combination, then the Corporation shall pay the Agent a fee equal to the unpaid portion of the Cash Commission payable hereunder for Subscription Receipts issued on the Closing Date promptly upon closing of the Alternative Transaction. The rights of the Agent under this Section 15 are in addition to and do not exclude or limit any other rights or remedies provided under this Agreement or at law.

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

(a) If to the Corporation, to:

Jasper Interactive Studios Inc.
44Victoria Street, Suite 820
Toronto, ON M5C 1Y2

Attention: Jon Marsella, Founder & CEO
Email: jon@jasperpim.com

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

Caravel Law Professional Corporation
342 Queen Street West, Suite 200
Toronto, ON M5V 2A2

Attention: Jeffrey Klam
Email: jklam@caravellaw.com

(b) If to SaaSquatch, to:

SaaSquatch Capital Corp.
1055 West Georgia Street
1500 Royal Centre, PO Box 11117
Vancouver, BC V6E 4N7

Attention: Warwick Smith, CEO & Director
Email: w@datasystems.ca

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

McMillan LLP
1055 W. Georgia Street, Suite 1500
Vancouver, BC V6E 4N7

Attention: Mark Neighbor
Email: mark.neighbor@mcmillan.ca

(c) If to the Agent, to:

Echelon Wealth Partners Inc.
1 Adelaide Street East, Suite 2100
Toronto, ON M5C 2V9

Attention: Christine Young, Managing Director, Head of Origination
Email: cyoung@echelonpartners.com

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

Wildeboer Dellelce LLP
Wildeboer Dellelce Place
365 Bay St., Suite 800
Toronto, Ontario
M5H 2V1

Attention: Michael Rennie
Email: mrennie@wildlaw.ca

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

Each notice shall be personally delivered to the addressee or sent by email transmission to the addressee and a notice which is personally delivered or sent by email transmission shall, if delivered on a Business Day before 5:00 p.m., be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered.

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

18. Canadian Dollars. All references herein to dollar amounts are to lawful money of Canada.

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

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

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

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

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

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

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

26. Absence of Fiduciary Relationship. The Corporation acknowledges and agrees that: (a) the Agent has not assumed nor will assume a fiduciary responsibility in favour of the Corporation with respect to the Offering contemplated hereby or the process leading thereto and the Agent do not have any obligation to the Corporation with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Agent and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporation; and (c) the Agent has not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Corporation has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

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

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

29. Counterparts and Electronic Transmission. This Agreement may be executed in any number of counterparts and by electronic transmission, each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Yours very truly,

ECHELON WEALTH PARTNERS INC.

"Christine Young"

Per: _____
Authorized Signing Officer

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

DATED as of the 21st day of October, 2021.

JASPER INTERACTIVE STUDIOS INC.

"Jon Marsella"

Per: _____
Authorized Signatory

SAASQUATCH CAPITAL CORP.

"Warwick Smith"

Per: _____
Authorized Signatory

SCHEDULE "A"

LOCK-UP AGREEMENT

October [●], 2021

Echelon Wealth Partners Inc.
1 Adelaide Street East, Suite 2100
Toronto, ON M5C 2V9

TO: ECHELON WEALTH PARTNERS INC. (the "**Agent**")

The undersigned understands that Jasper Interactive Studios Inc. (the "**Corporation**") proposes to issue and sell up to 10,000,000 subscription receipts of the Corporation (the "**Subscription Receipts**") at a price of $0.50 per Subscription Receipt, for aggregate gross proceeds of up to $5,000,000 (subject to an over-allotment option to increase the size of the offering by 20%) by way of a private placement (the "**Offering**") pursuant to the terms and conditions contained in the agency agreement dated on or about October [●], 2021 (the "**Agency Agreement**") among the Agent, SaaSquatch Capital Corp. and the Corporation. This lock-up agreement (the "**Lock-Up Agreement**") is being entered into in accordance with Subsection 3(a)(xxv) of the Agency Agreement. Capitalized terms used herein unless otherwise defined have the meanings specified in the Agency Agreement.

The undersigned is an officer, director or shareholder of the Corporation who holds, or will hold following completion of the Business Combination, Resulting Issuer Shares or securities convertible into, exchangeable for, or other otherwise exercisable to acquire Resulting Issuer Shares (collectively, the "**Locked-Up Securities**") and, accordingly, recognizes that the Offering will benefit the Corporation. In recognition of the benefit that the Offering will confer upon the undersigned and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that for a period commencing on the Closing Date and ending on the date that is six months following the date of the TSX-V bulletin announcing the closing of the Business Combination (the "**Lock-Up Period**"), the undersigned will not, directly or indirectly:

(i) offer, sell, contract to sell, lend, swap or enter into any other agreement to transfer the economic consequences of, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, or publicly announce any intention to do any of the foregoing, any Locked-Up Securities, directly or indirectly, without first obtaining the written consent of the Agent, such consent not to be unreasonably withheld or delayed (any such action is referred to herein as a "**Transfer**"); or

(ii) act jointly or in concert with any third party with respect to any Transfer,

whether any such Transfer above is to be settled by delivery of Resulting Issuer Shares, other securities, cash or otherwise. The undersigned acknowledges that the restrictions imposed herein are in addition to any hold periods or other trade restrictions that may be imposed by Securities Laws or any stock exchange.

Notwithstanding the restrictions on Transfers described above, the undersigned may undertake any of the following:

(i) any Transfer of Locked-Up Securities pursuant to a bona fide third party take-over bid, merger, plan of arrangement or other similar transaction made to all holders of such Common Shares of the Corporation involving a change of control of the Corporation, provided that in the event that the take-over bid, merger, plan of arrangement or other such transaction is not completed, the Locked-Up Securities owned by the undersigned shall remain subject to the restrictions contained in this Lock-Up Agreement;

(ii) if the undersigned is an individual, upon the death or incapacitation of the undersigned, the undersigned or the executor of the undersigned's estate may Transfer any or all of the Locked-Up Securities to a recipient that agrees in writing to be bound by the terms of this Lock-Up Agreement for the duration of the Lock-Up Period; or

(iii) the exercise of warrants or options or conversion of other convertible securities, existing on the date of the Agency Agreement, the whole in accordance with the terms thereof; provided that any Common Shares obtained by such exercise shall remain subject to the terms of this Lock-Up Agreement.

Upon completion of the Lock-Up Period and at any time thereafter, the undersigned is not restricted from making any Transfer in respect of the Locked-Up Securities.

For greater certainty, it is acknowledged that the undersigned will retain all voting rights, rights to dividends and other rights and entitlements with respect to the Locked-Up Securities.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement.

This Lock-Up Agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned, provided however that the undersigned shall not assign this Lock-Up Agreement without the prior written consent of the Agent.

This Lock-Up Agreement and the rights and obligations of the undersigned shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

The undersigned has expressly requested that this document and any notices or other documents to be given under this document, and other documents related thereto be drawn up in the English language. *La partie aux présentes a expressément exigé que le présent document, ainsi que tout avis ou autre document à être donnée en vertu de ce document ou tout document y afférent, soient rédigés en langue anglaise.*

Executed this ____ day of October 2021.

Per: _____

Name: _____

_____
(Name and title of authorized signing officer,
if applicable)