

- (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind; or
- (e) taking any action to interfere with the implementation or consummation of this Plan (including the Implementation Date Transactions);

and any such proceedings will be deemed to have no further effect against the Applicant or any of their assets and will be released, discharged or vacated without cost to the Applicant. All Persons shall cooperate with the Applicant and the Monitor in lifting any lien or discontinuing any proceeding filed or commenced prior to the Implementation Date, as the Applicant or the Monitor may reasonably request. The Applicant may apply to the Court to obtain a discharge or dismissal of any such proceedings, if necessary, without notice to any Person.

10.4 Timing of Releases and Injunctions

All releases and injunctions set forth in this **ARTICLE 10** shall become effective on the Implementation Date.

10.5 Knowledge of Claims

Each Person to which Section 10.1 hereof applies shall be deemed to have granted the releases set forth in Section 10.1 notwithstanding that it may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such party expressly waives any and all rights that it may have under any Applicable Law which would limit the effect of such releases to those Claims or causes of action known or suspected to exist at the time of the granting of the release.

ARTICLE 11 - GENERAL

11.1 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

11.2 Preferential Transactions

Sections 95 to 101 of the BIA and any Applicable Law relating to preferences, settlements, fraudulent conveyances or transactions at undervalue shall not apply in any respect to this Plan including to any payments or distributions made in connection with the restructuring and recapitalization of the Applicant.

11.3 Claims Bar

Nothing in this Plan extends or shall be interpreted as extending, amending, or giving any rights to any Person in respect of Claims that have been barred or extinguished.

11.4 Non-Consummation

If the Implementation Date does not occur on or before the Outside Date (as the same may be extended in accordance with the terms hereof), or if this Plan is otherwise withdrawn in accordance with its terms: (a) this Plan shall be null and void in all respects, and (b) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Applicant, its respective successors or any other Person; (ii) prejudice in any manner the rights of the Applicant, its respective successors or any other Person in any further proceedings involving the Applicant or its respective successors; or (iii) constitute an admission of any sort by the Applicant, its respective successors or any other Person.

11.5 Modification of Plan

- (a) The Applicant may propose a variation or modification of, or amendment or supplement to this Plan at or prior to the Creditors' Meeting, in consultation with the Monitor, provided that notice of such variation, modification, amendment or supplement is given to all Affected Secured Creditors entitled to vote and present in person at the Creditors' Meeting prior to the vote being taken. Any variation, amendment, modification or supplement at a Creditors' Meeting shall be posted promptly on the Monitor's Website, served by email to the Service List and filed with the Court as soon as practicable following the applicable Creditors' Meeting and in any event prior to the Court hearing the Sanction Motion.
- (b) After the Creditors' Meeting (and both prior to and subsequent to the obtaining of any Sanction Order), the Applicant may at any time and from time to time, amend, restate, vary, modify or supplement this Plan: (a) pursuant to an Order of the Court, or (b) without further Court Order, where such amendment to this Plan concerns a matter which, in the opinion of the Applicant and the Monitor, is of an administrative nature required to better give effect to the implementation of this Plan or the Sanction Order or to cure any errors, omissions or ambiguities, and in either circumstance is not materially adverse to the financial or economic interests of the Affected Secured Creditors. The Monitor shall forthwith post on the Monitor's Website any such amendment to this Plan, with notice of such posting forthwith provided to the Service List.

11.6 Severability of Plan Provisions

If, prior to the Implementation Date, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, at the request of the Applicant with the consent of 192, the Court shall have the power to either:

- (a) sever such term or provision from the balance of this Plan and provide the Applicant with the option to proceed with the implementation of the balance of this Plan as of and with effect from the Implementation Date, or

- (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that this Plan is implemented, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

11.7 Preservation of Rights of Action

Except as otherwise provided in this Plan or in the Sanction Order, or in any contract, instrument, release, indenture or other agreement entered into in connection with this Plan, following the Implementation Date, the Applicant and/or Newco will retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all claims, rights or causes of action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Applicant and/or Newco may hold against any Person or entity without further approval of the Court.

11.8 Responsibilities of Monitor

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in the CCAA Proceedings with respect to the Applicant (and/or Newco, as applicable) and not in its personal or corporate capacity, and shall have no liability in connection with the implementation of this Plan, including without limitation with respect to making distributions pursuant to and in accordance with this Plan, or the timing or sequence of this Plan's transaction steps, in each case save and except for gross negligence and wilful misconduct. The Monitor will incur no personal liability whatsoever whether on its own part or in respect of any failure on the part of the Applicant to observe, perform or comply with any of its obligations under this Plan. The Monitor shall not be responsible or liable whatsoever for any obligations of the Applicant (and/or Newco, as applicable). The Monitor shall at all times have the powers and protections granted to it by this Plan, the CCAA, the Initial Order, and any other Order made in the CCAA Proceedings.

11.9 Different Capacities

Persons who are affected by this Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by a Person in writing or unless its Claims overlap or are otherwise duplicative.

11.10 Notices

Any notice or other communication to be delivered hereunder must be in writing and refer to this Plan and may, as hereinafter provided, be made or given by personal delivery, ordinary mail, email or by facsimile addressed to each of the respective parties as follows:

(a) If to the Applicant:

TribalScale Inc.
420 - 207 Queens Quay West
Toronto, ON M5J 1A7

Attention: Mr. Sheetal Jaitly
Chief Executive Officer
Email: sheetal@TribalScale.com

with a copy by email or fax (which shall not be deemed notice) to:

Weisz Fell Kour LLP
5600-100 King Street West
Toronto, ON M5X 1C9

Attention: Caitlin Fell
Partner
Email: cfell@wfklaw.ca
Fax: 416-613-8290

(b) If to the Monitor:

MNP Ltd.
300 – 111 Richmond Street West
Toronto, ON M5H 2G4

Attention: Mr. Sheldon Title
Senior Vice-President
Email: Sheldon.Title@mnp.ca
Fax: 416.323.5240

with a copy by email or fax (which shall not be deemed notice) to:

Borden Ladner Gervais LLP
East Tower Bay Adelaide Centre
22 Adelaide St. W. Suite 3400
Toronto, ON M5H 4E3

Attention: Alex MacFarlane

Email: AMacFarlane@blg.com
Fax: 416.367.6749

or to such other address as any party may from time to time notify the others in accordance with this Section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or emailing, provided that such day in either event is a Business Day and the communication is so delivered, faxed or emailed before 5:00 p.m. EST on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

11.11 Paramountcy

- (a) From and after the Implementation Date, any conflict between (i) this Plan and (ii) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Applicant (and/or Newco) as at the Implementation Date, will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order, which shall take precedence and priority.
- (b) From and after the granting of the Sanction Order, any conflict between (i) this Plan and (ii) the Sanction Order, will be deemed to be governed by the terms, conditions and provisions of the Sanction Order, which shall take precedence and priority.

11.12 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan without any further act or formality, each of the Persons named or referred to in, or subject to, this Plan will make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

DATED this 4th day of January, 2021

TribalScale Inc.

Per: /s/ Sheetal Jaitly

Name: Sheetal Jaitly

Title: Chief Executive Officer

SCHEDULE "A"

Definitions

"192" has the meaning given to that term in the recitals;

"Administration Charge" has the meaning given to that term in the Initial Order;

"Affected Secured Claim" means the Claims of: (i) 192 in the amount equal to C\$2,100,000 and (ii) BDC in the amount equal to C\$115,300.

"Affected Secured Creditor" means the holder of an Affected Secured Claim in respect, and to the extent of, such Affected Secured Claim;

"Amended Articles" have the meaning ascribed to that term in Section 5.1;

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter, including, where appropriate, any interpretation of the Law (or any part thereof) by any Person, court or tribunal having jurisdiction over it, or charged with its administration or interpretation;

"Applicant" has the meaning given to that term in the recitals;

"BDC" means the Business Development Bank of Canada;

"BDC Payment" has the meaning given to that term in Section 4.2;

"BIA" means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended;

"Business Day" means any day, other than a Saturday, or a Sunday or a statutory or civic holiday, on which banks are generally open for business in Toronto, Ontario;

"Cash" means cash, certificates of deposit, bank deposits, and other cash equivalents;

"CCAA" has the meaning set out in the recitals;

"CCAA Proceedings" means the proceedings commenced by the Applicant under the CCAA as contemplated by the Initial Order;

"Charges" has the meaning ascribed to that term in the Initial Order;

"Claim" any right of any Person with indebtedness, liability or obligation of any kind against the Applicant which indebtedness, liability or obligation is in existence at the Filing Date, whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by surety or otherwise and whether or not such a right is executory in nature including, without limitation, the right or ability of any Person to advance a Claim for contribution or indemnity or otherwise with respect to any matter, action, cause, chose in action, whether existing at present or

commenced in the future based in whole or in part on facts which exist prior to or at the Filing Date.

“**Converting Secured Creditor Class**” has the meaning given to that term in Section 3.1(a);

“**Court**” has the meaning given to that term in the recitals;

“**Creditor**” means any Person having a Claim and includes, without limitation, the transferee or assignee of a Claim or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

“**Creditors’ Meeting**” means the meeting of the Affected Secured Creditors called for the purpose of considering and voting upon this Plan;

“**Crown**” means Her Majesty in right of Canada or a province of Canada;

“**Crown Priority Claim**” means any Claim of the Crown, for all amounts that were outstanding at the Filing Date and are of a kind that could be subject to a demand under:

- (a) subsection 224(1.2) of the ITA;
- (b) any provision of the Canada Pension Plan or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution, as defined in the Canada Pension Plan, an employee’s premium, or employer’s premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of the *Employment Insurance Act* and of any related interest, penalties or other amounts;
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a Tax similar in nature to the income tax imposed on individuals under the ITA; or
 - (ii) is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection;

“**Director**” means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or de facto director of the Applicant;

“**Employee Priority Claims**” means, with respect to Creditors who are or were employees of the Applicant the following claims:

- (a) Claims of the Applicant's employees and former employees equal to the amounts that such employees and former employees would have been qualified to receive under paragraph 136(1)(d) of the BIA if the Applicant had become bankrupt on the Filing Date; and
- (b) Claims of the Applicants' employees and former employees for wages, salaries, commissions or compensation for services rendered by them after the Filing Date and on or before the date of the Sanction Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the Applicant's business during the same period.

"Equity Claim" has the meaning set forth in section 2(1) of the CCAA;

"Existing Equity Holder" means a Person with an equity interest in the Applicant as at the Filing Date;

"Existing Shares" mean shares, of any kind, in the equity of the Applicant issued and outstanding as at the Filing Date;

"Existing Share Options" mean share options, of any kind, exercisable into equity securities of the Applicant outstanding as at the Filing Date;

"Filing Date" means May 19, 2020, the date the Applicant's proposal proceedings commenced under Part III of the BIA;

"General Security Agreement" means the General Security Agreement issued by the Applicant in favour of 192 as continuing security for the payment and performance of all obligations to be performed by the Applicant under the New Secured Senior Note;

"General Unsecured Claim" means any Claim other than a Claim of the Converting Secured Creditor Class of the Paid-Out Secured Creditor Class;

"General Unsecured Creditor" means the holder of a General Unsecured Claim in respect of and to the extent of such General Unsecured Claim;

"Governmental Entity" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or Taxing Authority or power;

"Implementation Date" means the Business Day on which this Plan becomes effective, which shall be the day indicated on the certificate which the Monitor shall file with the Court as contemplated herein;

“**Implementation Date Transactions**” means, collectively, the transactions contemplated under Section 7.1 herein;

“**Initial Order**” means the Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List), dated July 31, 2020, which declared TribalScale a company to which the CCAA applies;

“**ITA**” means the *Income Tax Act*, RSC 1985, c.1 (5th Supp), as amended, and any regulations thereunder;

“**Jaitly Trust**” means a trust governed by a Deed of Settlement dated as of May 20, 2020;

“**Law**” means any law, statute, order, decree, consent decree, judgment, rule regulation, ordinance or other pronouncement having the effect of law whether in Canada or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity;

“**Meeting Order**” has the meaning given to that term in the recitals;

“**Monitor**” means MNP Ltd., in its capacity as court-appointed Monitor of the Applicant;

“**Monitor’s Certificate**” has the meaning ascribed to that term in Section 7.4 hereof;

“**Monitor’s Website**” means <<https://mnpdebt.ca/en/corporate/engagements/TribalScale-inc>>;

“**New Senior Secured Note**” means a promissory note issued by the Applicant to 192 in the principal amount of \$1,400,000 with interest accruing annually beginning on a date that is one year from the Implementation Date at a rate of 1% per annum, which promissory note shall be effective from and after the Implementation Date and secured by the General Security Agreement;

“**Newco**” means 2800741 Ontario Inc., a wholly-owned subsidiary of the Applicant established under the Provincial laws of Ontario;

“**NOI Proceedings**” means the proceedings commenced by TribalScale by the filing of a Notice of Intention to Make a Proposal under BIA;

“**Non-Voting Common Shares**” means the non-voting common shares in the capital of the Applicant authorized pursuant to the Amended Articles;

“**Officer**” means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Applicant;

“**Order**” means any order of the Court in these CCAA Proceedings or the proposal proceedings under the BIA referenced in the Initial Order;

“**Outside Date**” means February 1, 2021 (or such other date as the Applicant, the Monitor and 192 may agree);

“Paid-Out Secured Creditor Class” has the meaning provided to it in Section 3.1(b);

“Person(s)” is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Governmental Entity or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;

“Plan” means this Plan of Compromise and Arrangement, including any amendments, restatements, modifications or supplements hereto made from time to time in accordance with the terms hereof or made at the direction of the Court in the Sanction Order or otherwise;

“Preferred Shares” means the Class A preferred shares in the capital of the Applicant authorized pursuant to the Amended Articles;

“Priority Claim” means a Crown Priority Claim or an Employee Priority Claim;

“Proven Claim” as used in relation to any Claim means such Claim as finally accepted or determined by the Monitor and each Affected Secured Claim shall constitute a Proven Claim;

“Released Claims” has the meaning given to that term in to Section 10.1 hereof;

“Released Parties” has the meaning given to that term in Section 10.1 hereof;

“Required Majority” means a majority in number of Affected Secured Creditors within a class representing at least two thirds in value of the Voting Claims of such Creditors who actually vote (in person or by proxy) at the Creditors’ Meeting;

“RSA” has the meaning given to that term in the recitals;

“Sanction Motion” means the Applicant’s motion for an order sanctioning this Plan and granting the Reverse Vesting Order;

“Sanction Order” means an order acceptable in form and substance to the Applicant, the Monitor, and the Converting Creditor sanctioning the Plan and the transactions contemplated therein;

“Scotiabank” means The Bank of Nova Scotia;

“Share Purchase Agreement” has the meaning given to that term in Section 5.2(b);

“Shareholders Agreement” has the meaning ascribed to that term in Section 4.1(c), which agreement shall be in form and substance satisfactory to 192;

“Service List” means the service list maintained by the Monitor in respect of these CCAA Proceedings;

“SiriusXM” means Sirius XM Connected Vehicle Services Inc. and its affiliates.

“SiriusXM Claim” means all claims available to Tribalscale against SiriusXM, including, but not limited to, all claims available to Tribalscale under the professional services agreement between TribalScale and SiriusXM effective April 26, 2019 as further particularized through individual statements of work including, but not limited to, the statements of work effective July 1, 2019 and November 23, 2019.

“Tax” or **“Taxes”** means any and all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever, including all interest, penalties, fines, additions to tax or other additional amounts in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Quebec and other government pension plan premiums or contributions;

“Taxing Authority” means any of Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, any municipality of Canada, the Canada Revenue Agency, the Canada Border Services Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or foreign government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power;

“TribalScale” has the meaning given in the recitals;

“Unaffected Claim” means:

- (a) any Claims secured by any of the Charges;
- (b) any Claims that cannot be compromised pursuant to subsection 19(2) of the CCAA;
- (c) any Priority Claims;
- (d) any Claims vested out pursuant to the Reverse Vesting Order; and
- (e) the Unaffected Trade Obligations

“Unaffected Creditor” means a Person who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim;

“Unaffected Trade Obligations” refer to all trade obligations owed by the Applicant to its suppliers, incurred at any time, which the Applicant will continue to pay notwithstanding anything in this Plan;

“Reverse Vesting Order” means an Order of the Court adding Newco as a CCAA applicant and permitting the transferring and vesting out absolutely, without formal legal conveyance, all

claims of General Unsecured Creditors to Newco, as contemplated under this Plan and in the Reverse Vesting Order;

“Voting Claim” means the amount of an Affected Secured Claim of an Affected Secured Creditor against the Applicant as finally accepted and determined for the purposes of voting at the Creditors’ Meeting, in accordance with this Plan and the CCAA; and

“Voting Common Shares” means the voting common shares in the capital of the Applicant authorized pursuant to the Amended Articles.

SCHEDULE "B"
Form of Sanction Order

SCHEDULE "B"

Monitor's Certificate

Schedule B – Form of Monitor’s Certificate

Court File No. CV-20-00645116-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES’ CREDITORS
ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TRIBALSCALE INC. (the “**Applicant**”)

RECITALS

1. Pursuant to the Initial Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List), dated July 31, 2020, the Applicant’s proposal proceeding under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, was converted into a proceeding under Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, and MNP Inc., was appointed as the monitor (“**Monitor**”) of the Applicant.
2. On _____, 2020, the Honourable Justice _____ approved the amended plan of compromise and arrangement, as amended, dated January 4, 2021 (the “**Plan**”), which requires that, upon delivery to the Monitor of written notice from the Applicant and the Supporting Creditor of the fulfilment or waiver of the conditions precedent to implementation of the Plan, the Monitor shall deliver to the Applicant a certificate signed by the Monitor stating (i) that all of the conditions precedent set out in Article 6 of the Plan have been satisfied or waived; and (ii) that the Implementation Date has occurred.
3. Capitalized terms not defined herein shall have the meaning given to them in the Plan.

THE MONITOR CERTIFIES the following:

4. The Monitor has received written confirmation from the Applicant and from the Supported Creditor, in form and substance satisfactory to the Monitor, that all conditions precedent to implementation of the Plan have been satisfied or waived.
5. The Implementation Date occurred on _____, 2021.
6. This Monitor's certificate was delivered by the Monitor at _____ on _____, 2021.

**MNP INC., IN ITS CAPACITY AS MONITOR
OF THE APPLICANT, AND NOT IN ITS
PERSONAL CAPACITY.**

Per: _____
Name: ●
Title: ●

IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TRIBALSCALE INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**ORDER
(Re: Plan Sanction)**

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