

EQUITY DISTRIBUTION AGREEMENT

February 23, 2022

Clarus Securities Inc.
130 King Street W., Suite 3640
Toronto, Ontario
M5X 1A9

Ladies and Gentlemen:

Atmofizer Technologies Inc., a company existing under the laws of British Columbia (the “**Corporation**”), confirms its agreement (this “**Agreement**”) with Clarus Securities Inc. (the “**Agent**”) to appoint the Agent to act as its sole agent with respect to the issue and sale of common shares of the Corporation, from time to time, upon and subject to the terms and conditions contained herein. Capitalized terms used herein have the meanings given to them in Section 23 hereof.

1. Issuance and Sale of Shares

The Corporation agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell to the public through the Agent, common shares of the Corporation (the “**Shares**”) having an aggregate sales price of up to C\$5,000,000 (the “**Offering**”). The Shares will be sold on the terms set forth herein at such times and in such amounts as the Corporation and the Agent shall agree from time to time. The issuance and sale of the Shares through the Agent will be effected pursuant to the Prospectus filed by the Corporation and in accordance with the “at-the-market distribution” procedures under NI 44-102 and in compliance with Canadian Securities Laws. The Corporation’s appointment of the Agent under this Agreement shall be on an exclusive basis during the term of this Agreement, and the Corporation agrees that, during the term of this Agreement, it will not appoint any other person to act as the Corporation’s agent with respect to sales of Shares pursuant to the Offering.

Notwithstanding any other provision hereof, and despite anything to the contrary contained herein (express or implied), the parties agree that the compliance with the limitation set forth in this Section 1 as to the maximum number of Shares that may be issued and sold under this Agreement shall be the sole responsibility of the Corporation, and the Agent shall have no obligation whatsoever to monitor or ensure such compliance.

2. Placements

(a) Placement Notice. Each time that the Corporation wishes to issue and sell Shares hereunder (each, a “**Placement**”), it will notify the Agent by email notice given in accordance with Section 14 (or other method mutually agreed to in writing by the parties) and substantially in the form attached hereto as Exhibit A, and as may be amended by the parties from time to time (a “**Placement Notice**”) containing the parameters within which the Corporation desires to issue and sell the Shares, which shall at a minimum include (i) the maximum number of Shares to be sold under the applicable Placement pursuant to this Agreement (the “**Placement Shares**”), (ii) the time period during which sales of Placement

Shares are requested to be made, (iii) the maximum number of Placement Shares that may be sold in any one Trading Day, (iv) any minimum price below which sales of Placement Shares may not be made, and (v) the amount of the Placement Fee. The Placement Notice shall originate from any of the individuals (each, an “**Authorized Representative**”) from the Corporation set forth on Schedule 1 hereto and shall be addressed to each of the respective individuals from the Agent set forth on Schedule 1 hereto, as such Schedule 1 may be amended from time to time by notice given in accordance with Section 14. The Placement Notice shall be effective upon delivery to the Agent unless and until (i) the Agent declines to accept the terms contained therein for any reason, in its sole discretion, in accordance with the notice requirements set forth in Section 4, (ii) the entire amount of the Placement Shares have been sold and all such sales have settled in accordance with the terms of sale set forth in the Placement Notice and the terms and conditions hereof, (iii) the Corporation suspends or terminates the Placement Notice in accordance with the notice requirements set forth in Sections 4 or 13, as applicable, (iv) the Corporation issues a subsequent Placement Notice with parameters superseding those on the earlier Placement Notice, or (v) this Agreement has been terminated under the provisions of Section 13. In the event of a conflict between the terms of this Agreement and the terms of a Placement Notice, the terms of this Agreement will prevail.

(b) Placement Fee. The amount of compensation to be paid by the Corporation to the Agent with respect to each Placement for which the Agent acted as sales agent under this Agreement shall be equal to 2.5% of the gross proceeds from such Placement (the “**Placement Fee**”).

(c) No Obligation. It is expressly acknowledged and agreed that neither the Corporation nor the Agent will have any obligation whatsoever with respect to a Placement or any Placement Shares unless and until the Corporation delivers a Placement Notice to the Agent, which Placement Notice has not been declined, suspended or otherwise terminated in accordance with the terms of this Agreement, and then only upon the terms specified therein and herein.

Notwithstanding anything to the contrary set forth in this Agreement or a Placement Notice, the Corporation acknowledges and agrees that (i) there can be no assurance that the Agent will be successful in selling any Placement Shares or as to the price at which any Placement Shares are sold, if at all, (ii) the Agent will incur no liability or obligation to the Corporation or any other person or entity if they do not sell Placement Shares for any reason, and (iii) the Agent shall act as the agent of the Corporation with respect to the sale of Placement Shares in accordance with the terms and conditions hereof, and is and will be under no obligation to purchase any Placement Shares on a principal basis that may be offered for sale by the Corporation under this Agreement.

(d) Limitations on Placements. Under no circumstances shall the Corporation deliver a Placement Notice if, after giving effect to the issuance of the Placement Shares requested to be issued under such Placement Notice, the aggregate sales price of the Placement Shares sold pursuant to this Agreement would exceed C\$5,000,000.

3. Sale of Placement Shares by the Agent

Subject to the terms and conditions of this Agreement, upon the Corporation's issuance of a Placement Notice, and unless the sale of the Placement Shares described therein has been declined, suspended, or otherwise terminated in accordance with the terms of this Agreement, the Agent will use its commercially reasonable efforts, consistent with its normal trading and sales practices, to sell on behalf of the Corporation and as agent, such Placement Shares up to the amount specified during the time period specified, and otherwise in accordance with the terms of such Placement Notice.

The Agent will provide written confirmation to the Corporation no later than the opening of the Trading Day immediately following the Trading Day on which it has made sales of Placement Shares hereunder setting forth (i) the number of Placement Shares sold on such day (showing the number of Placement Shares sold on the Exchange or on any other "marketplace" (as such term is defined in NI 21-101 in Canada (a "**Marketplace**"))) and pursuant to any other sales method used by the Agent), (ii) the average price of the Placement Shares sold (showing the average price of the Placement Shares sold on the Exchange or any other Marketplace and pursuant to any other sales method used by the Agent), (iii) the gross proceeds with respect to such sales, (iv) the Placement Fee payable by the Corporation to the Agent with respect to such sales, and (v) the Net Proceeds payable to the Corporation. Subject to the terms and conditions of the Placement Notice, the Agent may sell Placement Shares by any method permitted by law that constitutes an "at-the-market distribution" under NI 44-102 and made in compliance with Canadian Securities Laws, including, without limitation, sales made directly on the Exchange or any other Marketplace, provided that, for greater certainty, no such sales may be made on any stock exchange or quotation system outside Canada.

The Agent hereby covenants and agrees that, during the time in which the Agent is the recipient of a Placement Notice pursuant to Section 2 hereof that has not been declined, suspended or terminated in accordance with the terms hereof, the Agent will prudently and actively monitor the market's reaction to trades made on any Marketplace pursuant to this Agreement in order to evaluate the likely market impact of future trades, and that, if the Agent has concerns as to whether a particular sale contemplated by a Placement Notice may have a significant effect on the market price of the Shares, the Agent will, upon receipt of the applicable Placement Notice, recommend to the Corporation against effecting the trade at that time or on the terms proposed. Notwithstanding the foregoing, the Corporation acknowledges and agrees that the Agent cannot provide assurances that any sale will not have a significant effect on the market price of the Shares.

The Agent hereby covenants, as sales agent in a Placement, that it shall not make any sales of the Placement Shares on behalf of the Corporation pursuant to this Agreement, other than by means of ordinary brokers' transactions that constitute an "at-the-market distribution" under NI 44-102, including, without limitation, sales made directly on the Exchange or any other Marketplace, in each case, in compliance with Canadian Securities Laws.

The Agent covenants that it will not (nor will any affiliate thereof or person or company acting jointly or in concert therewith), in connection with the distribution of Placement Shares in an "at-the-market distribution" (as defined in NI 44-102), enter into any transaction that is intended to stabilize or maintain the market price of the Placement Shares or the Shares, including selling

an aggregate number or principal amount of Placement Shares that would result in creating an over-allocation position in the Shares.

4. **Suspension of Sales**

(a) The Corporation or the Agent may, upon notice to the other party by e-mail notice (or other method mutually agreed to in writing by the parties), suspend any sale of Placement Shares for which it has delivered or received, as applicable, a Placement Notice; provided, however, that such suspension shall not affect or impair any party's obligations with respect to any Placement Shares sold hereunder prior to the receipt of such notice of suspension. Any such notice shall set out the duration of such suspension or provide that such suspension is indefinite until further notice is provided by such party. The Corporation and the Agent agree that no such notice shall be effective against any other party unless it is made to one of the individuals named on Schedule 1 hereto, as such Schedule 1 may be amended from time to time by notice given in accordance with Section 14.

(b) Notwithstanding any other provision of this Agreement, during any period in which the Corporation or the Agent are in possession of material non-public information relating to the Corporation, the Corporation and the Agent (provided the Agent has been given prior written notice of such by the Corporation, which notice the Agent agrees to treat confidentially) agree that no Placement Notice shall be issued by the Corporation and no sale of Placement Shares will take place. Any notice of suspension, including the reason for such notice of suspension, will be kept strictly confidential by the Agent and any person acting on its behalf, unless: (i) such information is or becomes generally available to the public other than as a result of a disclosure by the Agent in violation of this Agreement; (ii) the disclosure of such information is expressly permitted, in writing, by the Corporation; or (iii) the disclosure of such information is required by applicable Law. The Corporation and the Agent agree that no such notice shall be effective against any other party unless it is made to one of the individuals named on Schedule 1 hereto, as such Schedule 1 may be amended from time to time by notice given in accordance with Section 14.

5. **Settlement**

(a) **Settlement of Placement Shares.** Unless otherwise specified in the applicable Placement Notice, settlement for sales of Placement Shares will occur on the second (2nd) Trading Day on the applicable stock exchange on which the Placement Shares were sold or, if the Placement Shares are not sold on a stock exchange, on the second (2nd) Trading Day (or, in either case, such earlier day as is agreed by the parties to be industry practice for regular-way trading) following the date on which such sales are made (each, a "**Settlement Date**"). The amount of proceeds to be delivered to the Corporation on a Settlement Date against the receipt of the Placement Shares sold will be equal to the aggregate sales price at which such Placement Shares were sold, after deduction for (i) the Placement Fee for such sales payable by the Corporation to the Agent pursuant to Section 2 hereof and (ii) any documented transaction fees imposed by any governmental or self-regulatory organization in respect of such sales (the "**Net Proceeds**").

(b) Delivery of Shares. On each Settlement Date, the Corporation will, or will cause its transfer agent to, electronically transfer the Placement Shares being sold by crediting the Agent's account or its designee's account (provided that the Agent shall have given the Corporation written notice of such designee and all requisite information to effect the electronic deposit of the Placement Shares at least one Trading Day prior to the Settlement Date) at CDS Clearing and Depository Services Inc. through its CDSX system or by such other means of delivery as may be mutually agreed upon by the parties hereto and, upon receipt of such Placement Shares, which in all cases shall be freely tradeable and transferable shares in good deliverable form, the Agent will, on each Settlement Date, deliver the related Net Proceeds in same day funds to an account designated by the Corporation prior to the Settlement Date. If the Corporation (or its transfer agent) defaults in its obligation to deliver Placement Shares on a Settlement Date, the Corporation agrees that in addition to and in no way limiting the rights and obligations set forth in Section 11 hereto, it will (i) indemnify and hold the Agent harmless against any loss, claim, damage, or expense (including reasonable legal fees and expenses), as incurred, arising out of or in connection with such default by the Corporation or its transfer agent and (ii) pay to the Agent any Placement Fee to which it would otherwise have been entitled absent such default, provided, however, that without limiting Section 5 herein, with respect to (ii) above, the Corporation shall not be obligated to pay the Agent any commission, discount or other compensation on any Placement Shares that it is not possible to settle due to: (A) a suspension or material limitation in trading in securities generally on the Exchange; (B) a material disruption in securities settlement or clearance services in Canada; or (C) material failure by the Agent to comply with its obligations under the terms of this Agreement.

6. Prospectus

The Corporation has prepared and filed with the Qualifying Authorities in the Qualifying Jurisdictions the Preliminary Base Prospectus and has prepared and filed with the Qualifying Authorities in the Qualifying Jurisdictions the Base Prospectus in respect of an aggregate of up to C\$60,000,000 in common shares, debt securities, subscription receipts, warrants and/or units of the Corporation (collectively, the "**Shelf Securities**"), in each case in accordance with Canadian Securities Laws. The British Columbia Securities Commission (the "**Reviewing Authority**") is the principal regulator of the Corporation under the passport system procedures provided for under Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* in respect of the Shelf Securities and the Offering. The Reviewing Authority has issued a receipt evidencing that a receipt has been issued on behalf of itself and the other Qualifying Authorities for the Preliminary Base Prospectus and the Reviewing Authority has issued a receipt evidencing that a receipt has been issued on behalf of itself and the other Qualifying Authorities for the Base Prospectus (the "**Receipt**"). The term "**Base Prospectus**" means the (final) short form base shelf prospectus (in the English language only) dated January 14, 2022 relating to the Shelf Securities, at the time the Reviewing Authority issued the Receipt with respect thereto in accordance with Canadian Securities Laws, including NI 44-101 and NI 44-102, and includes all documents incorporated therein by reference and the documents otherwise deemed to be a part thereof or included therein pursuant to Canadian Securities Laws, including but not limited to, all Designated News Releases. As used herein, a "**Designated News Release**" means a news release disseminated by the Corporation in respect of

previously undisclosed information that, in the Corporation's determination, constitutes a "material fact" (as such term is defined in Canadian Securities Laws) and identified by the Corporation as a "designated news release" in writing on the face page of the version of such news release that is filed by the Corporation on SEDAR. As used herein, "**Prospectus Supplement**" means the most recent prospectus supplement (in the English language only) to the Base Prospectus relating to the Placement Shares, to be filed by the Corporation with the Qualifying Authorities in accordance with Canadian Securities Laws. The Corporation shall file the Prospectus Supplement immediately after the execution of this Agreement. The Prospectus Supplement shall provide that any and all Designated News Releases shall be deemed to be incorporated by reference in the Prospectus only for the purposes of the Offering.

For purposes of this Agreement, all references to the Base Prospectus, the Prospectus Supplement, and the Prospectus or any amendment or supplement thereto shall be deemed to refer to and include the documents incorporated by reference therein, and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Base Prospectus, the Prospectus Supplement, and the Prospectus or any amendment or supplement thereto shall be deemed to refer to and include the filing of any document with the Qualifying Authorities, as applicable, on or after the effective date of the Base Prospectus, the Prospectus Supplement and the Prospectus, as the case may be, and deemed to be incorporated by reference therein.

All references in this Agreement to financial statements and other information which is "described," "contained," "included" or "stated" in the Base Prospectus, the Prospectus Supplement or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and other information which is incorporated by reference in or otherwise deemed by Canadian Securities Laws to be a part of or included in the Base Prospectus, the Prospectus Supplement or the Prospectus.

7. Representations and Warranties of the Corporation

The Corporation represents and warrants to, and agrees with, the Agent that:

(a) each of the Corporation and the Subsidiaries: (A) is a corporation or entity duly incorporated, formed, continued or amalgamated, as applicable, and validly existing in good standing under the laws of the jurisdiction in which it was incorporated, formed, continued or amalgamated, as the case may be; (B) has all requisite corporate power and authority and is duly qualified and holds all necessary permits, licences and authorizations necessary or required to carry on its business as now conducted and to own, lease or operate its properties and assets; (C) where required, has been duly qualified as an extra-provincial entity or foreign entity for the transaction of business and is in good standing under the laws of each jurisdiction in which it owns or leases property, or conducts business; and (D) no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;

(b) the Corporation does not have any subsidiaries or interests in other entities other than the Subsidiaries;

(c) the Corporation has all requisite corporate, power and authority to enter into the Agreement and to perform its obligations thereunder, including the execution, filing and delivery of the Prospectus and the issue of the Placement Shares as contemplated by this Agreement;

(d) all actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of its directors, have occurred so as to duly, punctually and faithfully perform all the obligations to be performed by it under this Agreement; including to validly authorize the execution, filing and delivery of the Prospectus; and to validly authorize and issue the Placement Shares as contemplated by this Agreement;

(e) this Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, 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 or similar laws affecting creditors' rights generally and general principles of equity and subject to the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that rights of indemnity, contribution and waiver of contribution may be limited under applicable Law;

(f) the Placement Shares have been duly and validly authorized and when issued and delivered in accordance with this Agreement, will be duly and validly issued, fully paid and non-assessable, will have been issued and sold in the Qualifying Jurisdictions in compliance with all Canadian Securities Laws and other applicable Laws and will not have been issued in violation of or subject to any pre-emptive or similar rights that entitles any person to acquire any securities from the Corporation. The Placement Shares will conform to the descriptions thereof contained in the Prospectus. Except as disclosed in the Prospectus, the Corporation has no outstanding warrants, options to purchase or other securities convertible or exercisable for Shares or any other securities of the Corporation, or any pre-emptive rights or other rights to subscribe for or to purchase, or any contracts or commitments to issue or sell, any security of the Corporation. No holder of any security of the Corporation has any rights to require the Corporation to qualify such security for distribution under Canadian Securities Laws or to require registration under the U.S. Securities Act in connection with the offer and sale of the Placement Shares contemplated by this Agreement;

(g) the execution and delivery of this Agreement and the fulfillment of the terms of this Agreement by the Corporation and the issue, sale and delivery of the Placement Shares, (i) do not require the consent, approval, or authorization, order or agreement of, or registration or qualification with, any Governmental Authority or other Person, except (A) such as have been obtained, or (B) such as may be required under applicable securities Laws and will be obtained at each Applicable Time and associated Settlement Date; and (ii) do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach or default under, and do not and will not conflict with: (x) any of the terms, conditions or provisions of the articles, notice of articles, bylaws, constating documents or

resolutions of the shareholders or directors (or any committee thereof) of the Corporation or any Subsidiary; (y) any licence, permit, approval, consent, certificate, registration or authorization (whether governmental, regulatory or otherwise) issued to the Corporation or any Subsidiary or any agreement, mortgage, deed of trust, indenture, lease, document or instrument to which the Corporation or any Subsidiary is a party or by which it is contractually bound or by which any of the properties or assets thereof is bound; or (z) any statute, regulation or rule applicable to the Corporation or any Subsidiary, or any judgment, order or decree of any Governmental Authority having jurisdiction over the Corporation or any Subsidiary;

(h) since December 31, 2020, except as disclosed in the Prospectus (i) there has not been any Material Adverse Change and there has been no event or occurrence that would result in a Material Adverse Change, (ii) the Corporation has not declared or paid any dividends, or made any other distribution of any kind, on or in respect of its share capital, (iii) there has not been any material change in the share capital or long-term or short-term debt of the Corporation or any of the Subsidiaries, (iv) neither the Corporation nor any Subsidiary has sustained any material loss or interference with its business, properties or assets from any cyber attack or virus, fire, explosion, flood, hurricane, epidemic, accident or other calamity, whether or not covered by insurance or from any labour dispute or any legal or governmental proceeding, and (v) neither the Corporation nor any Subsidiary has incurred or undertaken any liabilities or obligations, whether direct or indirect, liquidated or contingent, matured or unmatured, or entered into any transactions, including any acquisition or disposition of any business or asset, which are material to the Corporation and the Subsidiaries, individually or taken as a whole;

(i) the authorized capital of the Corporation consists of an unlimited number of Shares, of which, as of the date of this Agreement, 80,630,056 Shares were issued and outstanding as fully paid and non-assessable;

(j) all of the issued shares of authorized capital of each Subsidiary are validly authorized, issued and outstanding, are fully paid and non-assessable and are owned directly or indirectly by the Corporation in accordance with the percentages disclosed in the Prospectus, 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, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued shares or other securities of any of the Subsidiaries or for the purchase or acquisition of any of the outstanding shares or other securities of any of the Subsidiaries;

(k) Odyssey Trust Company at its principal office in the City of Calgary is the duly appointed registrar and transfer agent of the Corporation with respect to the Shares;

(l) the Corporation (i) is a reporting issuer within the meaning of the *Securities Act* (British Columbia) and the comparable provisions of Canadian Securities Laws in each of the other Qualifying Jurisdictions, and (ii) is not in default under any requirement of applicable Canadian Securities Laws;

(m) the Corporation has not filed any confidential material change report with any of the Qualifying Authorities, the Exchange or any other self-regulatory authority which remains confidential. The Corporation is qualified to file a short form base shelf prospectus in Canada pursuant to the qualification criteria described in NI 44-101 and NI 44-102 for the distribution of the Placement Shares;

(n) the issued and outstanding Shares are listed and posted for trading on the Exchange;

(o) except as shall have been made or obtained on or before each Applicable Time and associated Settlement Date from the Exchange and as required by Canadian Securities Laws, no consent or authorization of any relevant Governmental Authority or any other Person is required in connection with the issuance and sale of the Placement Shares or the consummation by the Corporation of the transactions contemplated by this Agreement;

(p) 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 Governmental 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 Governmental Authority and any request made to the Corporation on the part of any Governmental Authority for additional information has been complied with and is not material to the Corporation;

(q) the financial statements of the Corporation and its Subsidiaries included in the Prospectus, together with the related notes, present fairly the consolidated financial position of the Corporation and its Subsidiaries at the dates indicated and the consolidated results of operation and the consolidated changes in financial position of the Corporation and its Subsidiaries for the periods specified; and such consolidated financial statements, together with the related notes, have been prepared in accordance with IFRS, consistently applied throughout the periods involved, except as approved by such accountants or as disclosed therein. No other financial statements are required to be included in the Prospectus under Canadian Securities Laws. The other financial information included or incorporated by reference in the Prospectus that is derived from such financial statements present fairly the information included therein and have been prepared on a basis consistent with that of such financial statements;

(r) the Corporation and its Subsidiaries maintain a system of internal accounting and other controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets, and (iii) access to assets is permitted only in accordance with management's general or specific authorization;

(s) the Corporation is in compliance with the certification requirements contained in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual*

and Interim Filings of the Canadian Securities Administrators with respect to the Corporation's annual and interim filings with the Qualifying Authorities;

(t) since the end of the Corporation's most recent audited fiscal year, there has been no change in the Corporation's internal control over financial reporting that has materially affected or would reasonably be expected to materially affect, the Corporation's internal control over financial reporting;

(u) any auditor that audited the consolidated financial statements included in the Prospectus and who provided an audit report thereon is an independent public accountant as required under Canadian Securities Laws and there has not been a "reportable event" (as that term is defined in National Instrument 51-102 – *Continuous Disclosure Obligations* ("NI 51-102")) with such auditor;

(v) the responsibilities and composition of the Corporation's audit committee comply with National Instrument 52-110 – *Audit Committees* in respect of a "venture issuer";

(w) no acquisition has been made by the Corporation during its three most recently completed fiscal years that would be a significant acquisition for the purposes of Canadian Securities Laws, and no proposed acquisition by the Corporation has progressed to a state where a reasonable person would believe that the likelihood of the Corporation completing the acquisition is high and that, if completed by the Corporation at the date of the Prospectus, would be a significant acquisition for the purposes of Canadian Securities Laws, in each case, that would require the prescribed disclosure in the Prospectus pursuant to such laws;

(x) the Corporation and each of the Subsidiaries maintain insurance policies with reputable insurers against risks of loss of or damage to its properties, assets and business of such types as are appropriate to its business and in such amounts and against such risks as are reasonably prudent and neither the Corporation nor any of the Subsidiaries is in material default with respect to any provisions of such policies and none have failed to give any notice or to present any claim under any such policy in a due and timely fashion;

(y) there are no material claims by the Corporation or any Subsidiary under any such policy as to which any insurance company is denying liability or defending under a reservation of rights clause. The Corporation reasonably believes that the Corporation and each of the Subsidiaries will be able to renew its existing insurance as and when such coverage expires or will be able to obtain replacement insurance adequate for the conduct of the business and the value of its properties at a cost that would not have a Material Adverse Effect;

(z) the Corporation and each Subsidiary has accurately prepared and timely filed all tax returns that are required to be filed by it and has paid or has made provision for the payment of all taxes, assessments which the Corporation is not currently disputing, governmental or other similar charges, including all sales and use taxes and all taxes which the Corporation or any Subsidiary is obligated to withhold from amounts owing to

employees, creditors and third parties, with respect to the periods covered by such tax returns (whether or not such amounts are shown as due on any tax return). There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by the Corporation or any other Subsidiary or the payment of any tax, governmental charge, penalty, interest or fine against any of them and there are no actions, suits, proceedings, investigations or claims against or, to the knowledge of the Corporation, threatened or pending against the Corporation or any Subsidiary which would reasonably be expected to result in a material liability in respect of taxes, charges or levies of any Governmental Authority, penalties, interest, fines, assessments or reassessments of any matters under discussion with any Governmental Authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any Governmental Authority;

(aa) each of the Corporation and its Subsidiaries has conducted and is conducting its business in compliance in all material respects with all applicable Laws. The Corporation and the Subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, “**Governmental Licenses**”) issued by the appropriate Governmental Authority necessary to conduct the business now conducted by them; the Corporation and the Subsidiaries are in compliance in all material respects with the terms and conditions of all such Governmental Licenses; all of the Governmental Licenses are valid and in full force and effect; and neither the Corporation nor any of the Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses, and none of the Governmental Licenses contains any term, provision, condition or limitation which would have a Material Adverse Effect; neither the Corporation nor any Subsidiary has received a written notice of material noncompliance, nor does the Corporation know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of material non-compliance with any such Laws or Governmental Licenses;

(bb) (i) each of the Corporation and its Subsidiaries is in compliance, in all material respects, with the provisions of all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours, (ii) no collective labour dispute, grievance, arbitration or legal proceeding is ongoing, pending or, to the knowledge of the Corporation, threatened and no individual labour dispute, grievance, arbitration or legal proceeding is ongoing, pending or, to the knowledge of the Corporation, threatened with any employee of the Corporation or its Subsidiaries and, to the knowledge of the Corporation, none has occurred during the past year, and (iii) no union has been accredited or otherwise designated to represent any employees of the Corporation or its Subsidiaries and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation or its Subsidiaries and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the Corporation’s or its Subsidiaries facilities and none is currently being negotiated by the Corporation or its Subsidiaries;

(cc) the operations of the Corporation and each of its Subsidiaries are and have been conducted at all times in all material respects in compliance with applicable financial

recordkeeping and reporting requirements of the money laundering statutes of all jurisdictions, the rules and regulations under such statutes and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the “**Money Laundering Laws**”) and to the knowledge of the Corporation, no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator or non-Governmental Authority involving the Corporation or its Subsidiaries with respect to the Money Laundering Laws is pending or threatened;

(dd) neither the Corporation nor its Subsidiaries, nor any director, officer, employee, consultant, representative, affiliate or agent of the Corporation or any Subsidiary, is a person (“**Sanctioned Person**”) currently the target of any sanctions administered or enforced by the United States government, including, the U.S. Department of the Treasury’s Office of Foreign Assets Control, the Financial Transactions Reports Analysis Centre of Canada or other relevant sanctions authority (collectively, “**Sanctions**”), and the Corporation will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any Sanctioned Person, to fund any activities of or business with any Sanctioned Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Sanctioned Person (including any Sanctioned Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. The Corporation and its Subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not knowingly engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;

(ee) (a) neither the Corporation nor any of the Subsidiaries has, directly or indirectly, (i) made or authorized any contribution, payment or gift of funds or property of the Corporation or the Subsidiaries or other unlawful expense relating to political activity to any official, employee or agent of any Governmental Authority, or (ii) made any direct or indirect contribution from corporate funds to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the Canada Corruption of Foreign Public Officials Act (Canada) or the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder, or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation or the Subsidiaries and their respective operations, and the Corporation and the Subsidiaries have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation; and (b) the operations of the Corporation and the Subsidiaries are and have been conducted at all times in material compliance with such legislation and no suit, action or proceeding by or before any Governmental Authority or any arbitrator involving the Corporation or any Subsidiary with respect to such legislation is in progress, or to the knowledge of the Corporation, pending or threatened. Neither the Corporation nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the Corporation, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or any director, officer, employee, consultant, representative or agent of the Corporation violated such laws or committed any material wrongdoing, or (ii)

made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti bribery or anti corruption laws, in each case with respect to any alleged act or omission arising under or relating to non compliance with any such laws, or received any notice, request, or citation from any person alleging non compliance with any such laws;

(ff) there is no material action, suit, proceeding, inquiry or investigation before or brought by any court or any Governmental Authority or Person, now pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation or any Subsidiary or of which any property, operations or assets of the Corporation or any Subsidiary is the subject, or which materially and adversely affects or may affect the consummation of the transactions contemplated in this Agreement or the performance by the Corporation of its obligations hereunder or which questions the validity of the issuance of the Placement Shares or of any action taken or to be taken by the Corporation pursuant to this Agreement or in connection with the issuance of the Placement Shares;

(gg) neither the Corporation nor any of the Subsidiaries is a party to any contract with or other undertaking to, or is subject to any governmental order by, or is a recipient of any presently applicable supervisory letter or other written communication of any kind from, any Governmental Authority which has had or would have a Material Adverse Effect;

(hh) there are no contracts, agreements or understandings between the Corporation and any Person that would give rise to a valid claim against the Corporation or the Agent for a brokerage commission, finder's fee or other like payment in connection with the Offering, other than this Agreement;

(ii) neither the Corporation nor any Subsidiary is in violation of any term of the notice of articles, articles or by-laws or any constating document thereof. Neither the Corporation nor any Subsidiary is in violation of any material term or provision of any agreement, indenture or other instrument applicable to it. Neither the Corporation nor any Subsidiary is in default in the payment of any material obligation owed which is now due;

(jj) the Corporation and each of the Subsidiaries has been and is in material compliance with all, and has not received any notice of, or been prosecuted for an offence alleging non-compliance with any applicable Laws (collectively, the “**Environmental and Health Laws**”) relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance (collectively, “**Hazardous Substances**”);

(kk) neither the Corporation nor any Subsidiary has used, except in compliance in all material respects with all Environmental and Health Laws, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;

(ll) there are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or any of the Subsidiaries, except for ongoing assessments conducted in the ordinary course by or on behalf of the Corporation and the Subsidiaries or Governmental Authorities;

(mm) neither the Corporation nor any of the Subsidiaries has received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental and Health Laws, and neither the Corporation nor any Subsidiaries has settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or any of the Subsidiaries nor has the Corporation or any Subsidiary received notice of any of the same;

(nn) neither the Corporation nor any of the Subsidiaries has received any notice that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental and Health Laws. Neither the Corporation nor any of the Subsidiaries has received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites;

(oo) the Corporation and the Subsidiaries have good, valid and marketable title to, and have all necessary rights in respect of, all of their assets as owned, leased, licensed, loaned, operated or used by them or over which they have rights, free and clear of liens, and no other rights or assets are necessary for the conduct of the business as currently conducted. The Corporation knows of no claim or basis for any claim that would reasonably be likely to result in a Material Adverse Effect on the rights of the Corporation or the Subsidiaries to use, transfer, lease, licence, operate, sell or otherwise exploit such assets and neither the Corporation nor any Subsidiary has any obligation to pay any commission, licence fee or similar payment to any person in respect thereof and there are no outstanding rights of first refusal or other pre-emptive rights of purchase which entitle any person to acquire any of the rights, title or interests in such assets;

(pp) no outstanding indebtedness of the Corporation or any of its Subsidiaries to any third party has become repayable before its stated maturity date, nor has any security in respect of such indebtedness become enforceable, by reason of default by the Corporation or any of its Subsidiaries and no event has occurred or is, to the best of the Corporation's knowledge, impending which, with the lapse of time or the fulfillment of any condition or the giving of notice or the compliance with any other formality may result in any such indebtedness becoming so repayable or any such security becoming enforceable and, so far as the Corporation is aware, no person to whom any indebtedness of the Corporation or any of its Subsidiaries is owed which is repayable on demand has demanded or threatened to demand repayment of, or to take any steps to enforce any security for, the same;

(qq) neither the Corporation nor its Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation or its Subsidiaries to compete in any line of business,

to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of the Corporation or the Subsidiaries;

(rr) neither the Corporation nor the Subsidiaries have engaged in any off-balance sheet arrangements or similar financing;

(ss) no agreement exists among the shareholders of the Corporation in respect of the Corporation;

(tt) there is not, in the constating documents, by laws or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which the Corporation or its Subsidiary is a party, any restriction upon or impediment to, the declaration or payment of dividends by the directors of the Corporation or the Subsidiaries;

(uu) neither the Corporation nor its Subsidiaries has committed an act of bankruptcy or sought protection from its creditors from any court or pursuant to any legislation, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, as the case may be, taken any proceeding to have a receiver appointed for any part of its assets, had any encumbrance or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any portion of its property or had any petition for a receiving order in bankruptcy or application for a bankruptcy order filed against it, and at the Applicable Time, neither the Corporation nor its Subsidiary will be an insolvent person (as that term is defined in the *Bankruptcy and Insolvency Act* (Canada));

(vv) all research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted or contemplated by or on behalf the Corporation and the Subsidiaries in connection with its business are being or will be conducted in compliance, in all material respects, with all industry, laboratory safety, management and training standards in the jurisdiction where such activities take place which are applicable to the business, and all such processes, procedures and practices required in connection with such activities are or will be in place as necessary at the applicable time, and are or will be being complied with in all material respects;

(ww) the results of any research, studies, tests and trials described in the Prospectus conducted by the Corporation and/or Subsidiary, and those conducted on behalf of the Corporation and/or the Subsidiary to the knowledge of the Corporation, are accurate and complete in all material respects and, to the knowledge of the Corporation, there are no other research, trials, studies or tests, the results of which could reasonably call into question the results described or referred to in the Prospectus; and the Corporation and/or the Subsidiary have not received any notices or other correspondence from any Governmental Authority or any other person requiring the termination, suspension or material modification of any research, trial, study or test results that are described in the Prospectus or the results of which are referred to therein;

(xx) all agreements with third parties in connection with the business of the Corporation and its Subsidiaries have been entered into and are being performed by the Corporation and the Subsidiaries and, to the knowledge of the Corporation, by all other third parties thereto, in compliance with their terms in all material respects. There exists no actual or, to the knowledge of the Corporation, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship or agreements of the Corporation or the Subsidiaries, with any supplier or customer, or any group of suppliers or customers, whose business with or whose purchases or inventories/components provided to the business are, individually or in the aggregate, material to the assets, business, properties, operations or financial condition of the Corporation or the Subsidiaries;

(yy) the Corporation and/or the Subsidiaries own, or have obtained valid and enforceable licenses for, or other rights to use, the Intellectual Property described in the Prospectus; the Corporation has no knowledge that the Corporation or any Subsidiary lacks or will be unable to obtain any rights or licenses to use all Intellectual Property used for the conduct of the business of the Corporation and/or the Subsidiaries (including the commercialization of the Corporation's products and services) as described in the Prospectus; to the knowledge of the Corporation, no third parties have rights to any Intellectual Property of the Corporation or any Subsidiary described in the Prospectus, except for the ownership rights of the owners of the Licensed IP or except for any licenses of use granted by the Corporation and/or any Subsidiary therein; there is no pending or, to the best of the Corporation's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or enforceability of any Intellectual Property described in the Prospectus or the Corporation's or any Subsidiary's rights in or to any Intellectual Property described in the Prospectus or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto; the Corporation has no knowledge of any facts which form a reasonable basis for any such claim, and to the best of the Corporation's knowledge, there has been no finding of unenforceability or invalidity of the Intellectual Property described in the Prospectus; to the best of the Corporation's knowledge, there is no patent or published patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property described in the Prospectus of the Corporation or any Subsidiary; and to the best of the Corporation's knowledge, there is no prior art that necessarily renders any patent application owned by the Corporation or any Subsidiary unpatentable that has not been disclosed by the Corporation to the US Patent and Trademark Office or to the Canadian Intellectual Property Office;

(zz) other than Licensed IP, the Corporation and/or the Subsidiaries are the legal and beneficial owners of, have good and marketable title to, and own or co-own all right, title and interest in and to all Intellectual Property described in the Prospectus free and clear of all liens or adverse interests whatsoever, covenants, conditions, options to purchase and restrictions or other adverse claims of any kind or nature and other than the Licensed IP, no consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Intellectual Property described in the Prospectus and, other than as described in the Prospectus, none of the Intellectual Property described in the

Prospectus comprises an improvement to Licensed IP made by the Corporation that would give any person rights to any such Intellectual Property;

(aaa) the Corporation and its Subsidiaries have used commercially reasonable efforts to maintain and protect the Intellectual Property exclusively owned by the Corporation and/or any Subsidiary (including, unless otherwise specified, making filings and payments of registration, maintenance, renewal or similar fees and to obtain ownership of such Intellectual Property developed for the Corporation and/or any Subsidiary by its employees, consultants and contractors (including securing assignment agreements from all former and current employees, consultants and contractors that assign to the Corporation and/or a Subsidiary all rights, title and interest in and to any such Intellectual Property, and including, where relevant, securing from such employees, consultants and/or contractors waivers of moral rights in writing in favour of any of the Corporation, the Subsidiaries and their successors, assignees or licensees)); there are no oppositions, cancellations, invalidity proceedings, interferences or re-examination proceedings pending with respect to any Intellectual Property owned by or licensed to the Corporation described in the Prospectus and/or any Subsidiary or, to the best of the Corporation's knowledge, threatened;

(bbb) to the best of the Corporation's knowledge, the conduct of the business of the Corporation and the Subsidiaries (including, without limitation, the sale of their respective products and services, or the use or other exploitation of the Intellectual Property described in the Prospectus by the Corporation, the Subsidiaries or any customers, distributors or other licensees thereof) has not infringed, violated, misappropriated or otherwise conflicted with any Intellectual Property of any other person; there is no pending, or to the Corporation's knowledge, threatened action, suit, proceeding or claim by others alleging that any current or proposed conduct of their respective businesses (including, without limitation, the sale of their respective products and services, or use or other exploitation of any Intellectual Property by the Corporation, the Subsidiaries or any customers, distributors or other licensees) infringes, violates, misappropriates or otherwise conflicts with (or would infringe, violate, misappropriate or otherwise conflict with) any Intellectual Property of any other person, and the Corporation has no current knowledge of any facts which form a reasonable basis for any such claim;

(ccc) the best of the Corporation's knowledge, no person has infringed or misappropriated, or is infringing or misappropriating, any rights of the Corporation and/or any Subsidiary in or to the Intellectual Property described in the Prospectus;

(ddd) the Corporation has entered into valid and enforceable written agreements pursuant to which the Corporation reasonably believes it 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 for the conduct of the business of the Corporation and the Subsidiaries as currently conducted or as proposed to be conducted (including, if required, the right to incorporate such Licensed IP into the Intellectual Property described in the Prospectus). All license agreements in respect to Licensed IP are in full force and effect and none of the Corporation, any of the Subsidiaries or to the best of the Corporation's knowledge, any other person, is in default of its obligations thereunder;

(eee) to the extent that any of the Intellectual Property is licensed or disclosed to any person or any person has access to such Intellectual Property (including but not limited to any employee, officer, shareholder, consultant, systems-integrator, distributor, material agreement counterparty, or other customer of the Corporation or any of the Subsidiaries), the Corporation has entered into a valid and enforceable written agreement which contains terms and conditions prohibiting the unauthorized use, reproduction, disclosure or transfer of such Intellectual Property by such person. Other than such agreements that have expired in accordance with their respective terms, all such agreements are in full force and effect and none of the Corporation, any of the Subsidiaries or, to the best of the Corporation's knowledge, any other person, is in default of its obligations thereunder except for any default which is immaterial;

(fff) all registrations of Intellectual Property described in the Prospectus are in good standing and are recorded in the name of the Corporation or one of the Subsidiaries, or in the name of the parties that have licensed that Intellectual Property to the Corporation or the Subsidiaries, as applicable, in the appropriate offices to preserve the rights thereto. All such registrations have been filed, prosecuted and obtained, in all material respects in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of Intellectual Property described in the Prospectus has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained;

(ggg) the Intellectual Property described in the Prospectus is a complete and accurate description of: (i) the Intellectual Property owned, co-owned and licensed by the Corporation and/or its Subsidiaries; and (ii) the Intellectually Property used for the conduct of the business of the Corporation and/or the Subsidiaries;

(hhh) the Corporation and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Corporation and its Subsidiaries as currently conducted, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Corporation has made backups of all material software and databases used by it and maintains such backups at a secure off-site location. Each of the Corporation and its Subsidiaries has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**")) used in connection with their businesses, and to the knowledge of the Corporation, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other Person, nor any incidents under internal review or investigations relating to the same. Each of the Corporation and its Subsidiaries is presently in compliance with applicable Law, internal policies and contractual obligations relating to the privacy, consumer protection and security of IT Systems and Personal Data in all material respects and has taken commercially reasonable steps to protect such IT Systems and Personal Data

from unauthorized use, access, misappropriation or modification. The Corporation has taken all necessary actions to comply with Canada's Personal Information Protection and Electronic Documents Act and all other applicable Laws and regulations with respect to Personal Data for which any non compliance with respect to the same would be reasonably likely to have a Material Adverse Effect;

(iii) there are no judgments against the Corporation or the Subsidiary that are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation or the Subsidiaries are subject;

(jjj) neither the Corporation nor the Subsidiaries has guaranteed or otherwise given security for or agreed to guarantee or give security for any liability, debt or obligation of any other Person;

(kkk) neither the Corporation nor the Subsidiaries owe any monies to, nor does the Corporation or the Subsidiaries have any present loans to, or borrowed any monies from or are otherwise indebted to, any officer, director, employee, shareholder or any person not dealing at "arm's length" with any of them. Neither the Corporation nor the Subsidiaries are a party to any contract or agreement with any person not dealing at arm's length with it;

(lll) no officer, director or employee of the Corporation or the Subsidiaries and no entity which is an affiliate or associate of one or more of the foregoing, owns, directly or indirectly, any interest in (except for shares representing less than 5% of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, employee or consultant of, any person which is, or is engaged in, a business competitive with the Corporation which, in either case, materially adversely impacts, or can reasonably be expected to materially and adversely impact, on the ability to duly and properly perform its services;

(mmm)with respect to each premises of the Corporation or its Subsidiaries which is material to the Corporation and its Subsidiaries and which the Corporation or its Subsidiaries occupies as tenant (the "**Leased Premises**"), the Corporation or the Subsidiaries, as applicable, occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation and/or such Subsidiaries occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by the Corporation, will not afford any of the parties to such leases the right to terminate such leases or result in any additional or more onerous obligations under such leases. The Corporation has provided the Agent with true and complete copies of all leases in respect of the Leased Premises;

(nnn) no real property is owned by the Corporation or the Subsidiaries;

(ooo) the Corporation is in compliance in all material respects with the by-laws, policies, rules and regulations of the Exchange;

(ppp) any statistical, industry and market-related data or information included in the Prospectus are based on or derived from sources that the Corporation believes to be reliable and accurate in all material respects, and the Corporation has obtained the consent to the use of any such data or information from such sources to the extent required;

(qqq) all products manufactured, marketed or sold, and services provided to customers by or on behalf of the Corporation or any Subsidiary are manufactured or provided in full compliance with and meet industry specific standards under the applicable Laws and have met and satisfied all product safety standards under applicable Law necessary to permit the sale of such products and services in the jurisdictions in which they are sold or provided;

(rrr) the Corporation has not received any outstanding notices or communications from any Governmental Authority alleging a safety defect or claim in respect of any products supplied or sold by the Corporation or any Subsidiary to a customer or relating to an actual or potential lack of safety, efficacy or non-compliance with applicable Laws and there are no circumstances that would give rise to any recalls or public safety notices that are required to be made by the Corporation or any Subsidiary in respect of any products supplied or sold by the Corporation or any Subsidiary that is material to the Corporation or any Subsidiary;

(sss) neither the Corporation nor any of its Subsidiaries has failed to file with the U.S. Environmental Protection Agency or the U.S. Food and Drug Administration or any Governmental Authority performing functions similar to those performed by such agencies, any filing, declaration, listing, registration, report or submission that is required to be so filed;

(ttt) except as mandated by or in conformity with the recommendations of any applicable Governmental Authority, there has been no material prolonged closure, suspension or disruption to, the operations or workforce productivity of the Corporation or the Subsidiaries as a result of the COVID-19 pandemic and, any such government mandatory closures have not materially affected the Corporation or its Subsidiaries, on a consolidated basis. The Corporation has been monitoring the COVID-19 pandemic and the potential impact on all of its operations and has put in place measures it considers reasonable and in accordance in all material respects with the recommendations of applicable Governmental Authorities to ensure the wellness of all of its employees and surrounding communities where the Corporation and the Subsidiaries continue to operate;

(uuu) to the knowledge of the Corporation, there is no pending or contemplated change to any Law, regulation or position of a Governmental Authority that would have Material Adverse Effect;

(vvv) the minute books and corporate records of the Corporation and the Subsidiaries made or to be made available to Borden Ladner Gervais LLP in connection with the Agent's due diligence investigations of the Corporation for the periods from their respective dates of incorporation or other such date to the date of examination thereof, are the original minute books and records of such companies or true copies thereof and contain

copies of all proceedings other than in respect of the Offering (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of such companies and there have been no other proceedings of the shareholders, boards of directors or any committee of the boards of directors of such companies to the date of review of such corporate records and minute books not reflected in such minute books and corporate and other records;

(www) the Corporation has not withheld from the Agent any fact or information relating to the Corporation, the Subsidiaries or to the Offering that could reasonably be expected to be material to the Agent;

(xxx) all information (including in the Base Prospectus and the Prospectus Supplement, except any such information included therein that was provided to the Corporation by the Agent in writing) which has been prepared by the Corporation relating to the Corporation and its Subsidiaries and their respective businesses, properties and liabilities and either publicly disclosed or provided to the Agent, including all financial, marketing and operational information provided to the Agent, is as of the date of such information, true and correct in all material respects, does not contain a misrepresentation and no material fact or facts have been omitted therefrom that would make such information materially misleading and the Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII.1 – *Civil Liability for Secondary Market Disclosure* of the *Securities Act* (Ontario) and analogous secondary market liability disclosure provisions under applicable Canadian Securities Laws in the Qualifying Jurisdictions;

(yyy) all of the material contracts and agreements of the Corporation have been disclosed in the Prospectus and, if required, under the Canadian Securities Laws, have been filed with the Qualifying Authorities;

(zzz) with respect to forward-looking information contained in or incorporated by reference in the Prospectus:

- (i) the Corporation had a reasonable basis for the forward-looking information at the time the disclosure was made;
- (ii) all forward-looking information is identified as such in compliance with applicable Canadian Securities Laws, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information and identifies material risk factors that could cause actual results to differ materially from the forward-looking information and states the material factors or assumptions used to develop forward-looking information;

(aaaa) the Corporation has not taken, directly or indirectly, and will not take any action designed to or that would constitute or that might reasonably be expected to cause or result in, under Canadian Securities Laws or otherwise, stabilization or manipulation of

the price of any security of the Corporation to facilitate the sale or resale of the Placement Shares;

(bbbb) there is no substantial U.S. market interest (within the meaning of Regulation S) in the Shares of the Corporation;

(cccc) the Corporation acknowledges and agrees that the Agent has informed the Corporation that the Agent may, but is not required to, to the extent permitted under Canadian Securities Laws and this Agreement, purchase and sell Shares for the Agent's own account and for the accounts of its clients at the same time as sales of Placement Shares occur pursuant to this Agreement;

(dddd) the Corporation has, concurrently with the execution of this Agreement, issued and filed a news release that (i) states that the Corporation has entered into this Agreement and has filed or will file the Prospectus Supplement and (ii) specifies where and how a purchaser of Placement Shares hereunder may obtain a copy of this Agreement and the Prospectus;

(eeee) the Corporation is not a party to any agreement with an agent or underwriter for any other "at-the-market" or continuous equity transaction; and

(ffff) each of 968907 Ontario Inc. and Gasmuz Construction Inc. (i) has no current operations and activities, and (ii) has no material assets or liabilities; none of the Corporation or any of the other Subsidiaries has guaranteed, or is otherwise responsible for, the obligations of any of 968907 Ontario Inc. and Gasmuz Construction Inc.

8. **Covenants of the Corporation.**

The Corporation covenants and agrees with the Agent that:

(a) **Prospectus Amendments.** After the date of this Agreement and until the completion of the sales contemplated hereunder or the termination of this Agreement in accordance with the terms and conditions contained herein, (i) the Corporation will notify the Agent promptly of the time when any subsequent amendment to the Base Prospectus has been filed with any Qualifying Authority and has become effective or where a receipt has been issued therefor, as applicable, or any subsequent supplement to the Prospectus has been filed (each, an "**Amendment Date**") and of any request by any Qualifying Authority for any amendment or supplement to the Prospectus or for additional information; (ii) the Corporation will file promptly all other material required to be filed by it with the Qualifying Authorities in connection with the Offering; (iii) the Corporation will submit to the Agent a copy of any amendment or supplement to the Prospectus (other than a copy of any documents incorporated by reference into the Prospectus) a reasonable period of time before the filing thereof and will afford the Agent and the Agent's counsel a reasonable opportunity to comment on any such proposed filing and to perform any due diligence investigations as may reasonably be required prior to such proposed filing; and (iv) the Corporation will furnish to the Agent at the time of filing thereof a copy of any document that upon filing is deemed to be incorporated by reference in the Prospectus (provided that the Corporation shall not be required to deliver documents or information

incorporated by reference into the Prospectus if such documents are accessible from SEDAR) and the Corporation will cause each amendment or supplement to the Prospectus to be filed with the Qualifying Authorities as required pursuant to the Shelf Procedures or, in the case of any document to be incorporated therein by reference, to be filed with the Qualifying Authorities as required pursuant to Canadian Securities Laws, within the time period prescribed.

(b) Notice of Cease Trade Orders. The Corporation will advise the Agent, promptly after it receives notice thereof, of the issuance by the Qualifying Authorities of any cease trade order or of any order preventing or suspending the use of the Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in the Qualifying Jurisdictions, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Qualifying Authorities for the amending or supplementing of the Prospectus or for additional information relating to the Shares. If there is a Placement Notice that has been issued by the Corporation that has not been suspended or terminated in accordance with the notice requirements set forth in Sections 4 or 13, as applicable, the Corporation will use its commercially reasonable efforts to prevent the issuance of any cease trade order or any order preventing or suspending the use of the Prospectus or other prospectus in respect of the Shares, the suspension of any qualification for offering or sale in the Qualifying Jurisdictions, and, in the event of the issuance of any such cease trade order or any such order preventing or suspending the use of any prospectus relating to the Shares or suspending any such qualification, the Corporation will use its commercially reasonable efforts to obtain the lifting or withdrawal of such order as soon as possible. If there is no such outstanding Placement Notice, then, if, in the Corporation's determination and at the Corporation's sole discretion, it is necessary to prevent the issuance of any cease trade order or have a cease trade order lifted, the Corporation will use its commercially reasonable efforts to prevent the issuance of any cease trade order or any order preventing or suspending the use of the Prospectus or other prospectus in respect of the Shares, the suspension of any qualification for offering or sale in the Qualifying Jurisdictions, and, in the event of the issuance of any such cease trade order or any such order preventing or suspending the use of any prospectus relating to the Shares or suspending any such qualification, the Corporation will use its commercially reasonable efforts to obtain the lifting or withdrawal of such order as soon as possible.

(c) Delivery of Prospectus; Subsequent Changes. Within the time during which the Prospectus relating to the Placement Shares is required to be delivered by the Agent under Canadian Securities Laws, the Corporation will comply in all material respects with all requirements imposed upon it by Canadian Securities Laws, as appropriate and as from time to time in force, and will file or furnish on or before their respective due dates all reports required to be filed or furnished by it with the Qualifying Authorities pursuant to Canadian Securities Laws, as appropriate. If during such period any event occurs as a result of which the Prospectus as then amended or supplemented would include an untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if during such period it is necessary to amend or supplement the Prospectus to comply with Canadian Securities Laws, the Corporation will immediately notify the Agent to suspend the offering of Placement Shares during such period and, if, in the Corporation's

determination and at the Corporation's sole discretion, it is necessary to file an amendment or supplement to the Prospectus to comply with Canadian Securities Laws, the Corporation will promptly prepare and file with the Qualifying Authorities such amendment or supplement as may be necessary to correct such statement or omission or to make the Prospectus comply with such requirements, and the Corporation will furnish to the Agent such number of copies of such amendment or supplement as the Agent may reasonably request. The Corporation shall in good faith discuss with the Agent any change in a fact or circumstance (actual, proposed or prospective) which is of such a nature that there is reasonable doubt whether notice need be given to the Agent pursuant to this Section 8(c).

(d) Prospectus. The Corporation will furnish to the Agent and its counsel (at the expense of the Corporation) copies of the Prospectus (including all documents incorporated by reference therein), in the English language only, and all amendments and supplements to the Prospectus that are filed with the Qualifying Authorities during the period in which a prospectus relating to the Placement Shares is required to be delivered under the Qualifying Authorities (including all documents filed with the Qualifying Authorities during such period that are deemed to be incorporated by reference therein), in each case as soon as reasonably practicable and in such quantities as the Agent may from time to time reasonably request; provided, however, the Corporation shall not be required to furnish any documents to the Agent that are available on SEDAR.

(e) Company Information. The Corporation will furnish to the Agent such information in its possession as is reasonably requested by the Agent as necessary or appropriate to fulfil its obligations as agent pursuant to this Agreement and Canadian Securities Laws.

(f) Material Non-Public Information. The Corporation covenants that it will not issue a Placement Notice to the Agent in accordance with Section 2 hereof if the Corporation is in possession of material non-public information regarding the Corporation and its Subsidiaries, taken as a whole, or the Shares.

(g) Expenses. The Corporation, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated in accordance with Section 13, will pay all expenses relating to the following matters: (i) the preparation and filing of the Prospectus and each amendment and supplement thereto, (ii) the preparation, issuance and delivery of the Placement Shares, (iii) all fees and disbursements of the Corporation's counsel, accountants and other advisors, (iv) the reasonable fees, disbursements, expenses and related taxes of counsel to the Agent in connection with this Agreement and the Prospectus and ongoing services in connection with the matters and transactions contemplated hereunder (such fees not to exceed (A) C\$75,000, exclusive of taxes and disbursements, for the period up to and including the date of this Agreement, and (B) C\$50,000, exclusive of taxes and disbursements, in any 12-month period thereafter during the term of this Agreement), (v) the reasonable out-of-pocket costs and expenses of the Agent incurred in connection with the transactions contemplated hereunder, (vi) the qualification of the Placement Shares under securities law, including filing fees in connection therewith, (vii) the printing and delivery to the Agent of copies of the Prospectus and any amendments or supplements thereto, and of this Agreement, (viii) the

fees and expenses incurred in connection with the listing or qualification of the Placement Shares for trading on the Exchange, and (ix) the filing fees and expenses related to the Qualifying Authorities. All fees and expenses are to be paid in the currency in which such fees and expenses were incurred.

(h) Use of Proceeds. The Corporation will use the Net Proceeds as described in the Prospectus.

(i) Change of Circumstances. During the term of this Agreement, the Corporation will, at any time during a fiscal quarter in which the Corporation delivers or intends to deliver a Placement Notice to the Agent to sell Placement Shares, advise the Agent promptly after it has received notice or obtained knowledge thereof, of any information or fact that would alter or affect in any material respect any representation, opinion, certificate, letter or other document provided to the Agent pursuant to this Agreement.

(j) Due Diligence Cooperation. The Corporation will cooperate with any due diligence review conducted by the Agent or its agents, including, without limitation, providing information and making available documents and senior corporate officers and its auditors to attend formal oral due diligence sessions, as the Agent or its counsel may reasonably request; provided, however, that the Corporation shall be required to make available such individuals only (i) by telephone, video conferencing or at the Corporation's principal offices, and (ii) during ordinary business hours.

(k) Affirmation of Representations, Warranties, Covenants and Other Agreements. Upon commencement of the Offering of the Placement Shares under this Agreement (and upon the recommencement of the Offering of the Placement Shares under this Agreement following any suspension of sales under Section 4), and, upon delivery of each Placement Notice, at each Applicable Time, each Settlement Date and each Amendment Date, the Corporation shall be deemed to have affirmed each representation and warranty contained in this Agreement (except only to the extent that any such representation is, by its express terms, limited to a specific date or, with respect to any such representation made or deemed to be made after the date hereof, as otherwise updated, qualified or clarified and expressly disclosed in a Placement Notice).

(l) Required Filings Relating to Placement of Placement Shares. In each quarterly report or annual financial statements and management's discussion and analysis filed by the Corporation after the date hereof in respect of any period in which sales of Placement Shares were made by the Agent under this Agreement, the Corporation shall set forth with regard to such period (i) the number and average price of Placement Shares sold through the Agent under this Agreement, (ii) the aggregate gross and Net Proceeds received by the Corporation and (iii) the aggregate Placement Fees paid or payable by the Corporation to the Agent with respect to sales of Placement Shares pursuant to this Agreement during such annual or quarterly period, as applicable. For so long as the Shares are listed on the Exchange, the Corporation will provide the Exchange with all information it requires with respect to the Offering within the timelines prescribed by the Exchange.

(m) Representation Dates; Certificate. During the term of this Agreement, each time the Corporation (i) files a Prospectus relating to the Placement Shares or amends or supplements the Prospectus relating to the Placement Shares by means of an amendment or supplement but not by means of incorporation of document(s) by reference to the Prospectus relating to the Placement Shares; (ii) files or amends an annual information form; (iii) files or amends annual or interim financial statements or any management's discussion and analysis; or (iv) at any other time reasonably requested by the Agent (each date of filing of one or more of the documents referred to in clauses (i) through (iii) and any time of request pursuant to (iv) above shall be a "**Representation Date**"), the Corporation shall furnish the Agent with a certificate, in the form attached hereto as Exhibit B, within three (3) Trading Days of any Representation Date. The requirement to provide a certificate under this Section 8(m) shall be waived for any Representation Date occurring at a time at which no Placement Notice is pending, which waiver shall continue until the earlier to occur of the date the Corporation delivers a Placement Notice hereunder (which for such calendar quarter shall be considered a Representation Date) and the next occurring Representation Date. Notwithstanding the foregoing, if the Corporation subsequently decides to sell Placement Shares following a Representation Date when the Corporation relied on such waiver and did not provide the Agent with a certificate under this Section 8(m), then on or before the date the Corporation delivers the Placement Notice or the Agent sells any Placement Shares, the Corporation shall provide the Agent with the certificate, in the form attached hereto as Exhibit A, dated the date of the Placement Notice.

(n) Corporate and Securities Legal Opinions. Upon execution of this Agreement and (x) within three (3) Trading Days of each Representation Date with respect to which the Corporation is obligated to deliver the certificate in the form attached hereto as Exhibit B for which no waiver is applicable and (y) concurrently with the delivery of a certificate pursuant to the last sentence of Section 8(m), the Corporation will furnish or cause to be furnished to the Agent and to counsel to the Agent, the written opinions of Company Counsel and other local counsel as required, such opinions to be substantially similar to the form attached hereto as Exhibit C dated the date that the opinion is required to be delivered, in form and substance satisfactory to the Agent and its counsel, acting reasonably, or, in lieu of such opinions, counsel last furnishing such opinion to the Agent may furnish the Agent with a letter to the effect that the Agent may rely on such last opinion to the same extent as though it was dated the date of such letter authorizing reliance (except that statements in such last opinion shall be deemed to relate to the Prospectus as amended and supplemented to the time of delivery of such letter authorizing reliance).

(o) Comfort Letters. Upon execution of this Agreement and (x) within three (3) Trading Days of each Representation Date with respect to which the Corporation is obligated to deliver the certificate in the form attached hereto as Exhibit B for which no waiver is applicable and (y) concurrently with the delivery of the certificate pursuant to the last sentence of Section 8(m), the Corporation shall cause SRCO Professional Corporation and Davidson & Company LLP (and such other applicable auditors of the Corporation) to furnish to the Agent a letter (each, a "**Comfort Letter**") addressed to the Agent dated the date such Comfort Letter is delivered, in form and substance satisfactory to the Agent, acting reasonably, (A) relating to the verification of certain of the financial information and statistical and accounting data relating to the Corporation and its Subsidiaries, as

applicable, contained in the Prospectus or incorporated by reference therein, which Comfort Letters shall be based on a review having a cut-off date not more than two Business Days prior to the date of such letter, (B) stating that such auditors were at the time of their report independent public accountants within the meaning of Canadian Securities Laws and the rules and regulations thereunder, and that in their opinion the portion of the audited financial statements of the Corporation incorporated by reference in the Prospectus and audited by such auditors comply as to form in all material respects with the applicable accounting requirements of Canadian Securities Laws (the first such letter in each case, the “**Initial Comfort Letter**”) and (C) if applicable, updating the Initial Comfort Letter with any information which would have been included in the Initial Comfort Letter had it been given on such date and modified as necessary to relate to the Prospectus, as amended and supplemented to the date of such letter.

(p) Market Activities. The Corporation will not, directly or indirectly, (i) take any action designed to or that would constitute or that might reasonably be expected to cause or result in, under Canadian Securities Laws or otherwise, stabilization or manipulation of the price of any security of the Corporation to facilitate the sale or resale of the Placement Shares or (ii) bid for, or purchase the Placement Shares, or pay anyone any compensation for soliciting purchases of the Placement Shares other than the Agent.

(q) No Offer to Sell. Neither the Agent nor the Corporation (including its agents and representatives, other than the Agent in its capacity as such) will make, use, prepare, authorize, approve or refer to any written communication that constitutes an offer to sell or solicitation of an offer to buy Placement Shares hereunder.

(r) Consent to the Agent’s Trading. To the extent permitted under Canadian Securities Laws, the rules of the Exchange and under this Agreement, the Corporation consents to the Agent trading in the Shares of the Corporation: (i) for the account of its clients at the same time as sales of Placement Shares occur pursuant to this Agreement; and (ii) for the Agent’s own accounts provided that no such purchase or sale shall take place by the Agent while the Agent has received a Placement Notice that remains in effect, unless the Corporation has expressly authorized or consented in writing to any such trades by the Agent.

(s) Sale of Placement Shares in the United States. The Corporation will not engage in, and not permit any of its affiliates or any person acting on its behalf to engage in, any Directed Selling Efforts or in any form of General Solicitation or General Advertising in the United States with respect to the Placement Shares.

9. **Additional Representations and Covenants of the Corporation**

(a) Distribution of Offering Materials. The Corporation has not distributed and will not distribute, during the term of this Agreement, any “marketing materials” or “standard term sheet” (each as defined in National Instrument 41-101 – *General Prospectus Requirements*) in connection with the offering and sale of the Placement Shares other than the Prospectus. The Agent covenants with the Corporation not to take any action that would result in the Corporation being required to file with the Qualifying Authorities

any “marketing materials” or “standard term sheet” that otherwise would not be required to be filed by the Corporation, but for the action of the Agent.

10. **Conditions to the Agent’s Obligations.**

The obligations of the Agent hereunder with respect to a Placement will be subject to the continuing accuracy and completeness of the representations and warranties made by the Corporation herein (as modified by any Placement Notice, provided that any such amendment(s) is satisfactory to the Agent), to the due performance by the Corporation of its obligations hereunder, to the completion by the Agent of a due diligence review satisfactory to the Agent in its reasonable judgment, and to the continuing satisfaction (or waiver by the Agent in its sole discretion) of the following additional conditions:

(a) **Prospectus Supplement.** The Prospectus Supplement shall have been filed with the Qualifying Authorities under the Shelf Procedures and in accordance with this Agreement, all requests for additional information on the part of the Qualifying Authorities shall have been complied with to the reasonable satisfaction of the Agent and the Agent’s counsel and the French Translation Exemption shall remain in full force and effect without amendment.

(b) **No Material Notices.** None of the following events shall have occurred and be continuing: (i) receipt by the Corporation of any request for additional information from the Qualifying Authorities or any other federal or state or foreign or other governmental, administrative or self-regulatory authority during the period of effectiveness of the Prospectus, the response to which would require any amendments or supplements to the Prospectus; (ii) the issuance by the Qualifying Authorities or any other federal or state or foreign or other Governmental Authority of any cease trade order suspending the effectiveness of the Prospectus or the initiation of any proceedings for that purpose; (iii) receipt by the Corporation of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Placement Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; (iv) the occurrence of any event that makes any statement made in the Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in the Prospectus or documents so that it will not contain any untrue statement of a material fact or omit to state any 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; and (v) the Corporation’s reasonable determination that an amendment to the Prospectus would be appropriate.

(c) **Material Changes.** Except as contemplated and appropriately disclosed in the Prospectus, or disclosed in the Corporation’s reports filed with the Qualifying Authorities, in each case at the time the applicable Placement Notice is delivered, there shall not have been any material change, on a consolidated basis, in the authorized common share capital of the Corporation, or any development that causes or could reasonably be expected to cause a Material Adverse Effect (financial or otherwise), the effect of which, in the sole judgment of the Agent (without relieving the Corporation of any obligation or liability it may otherwise have), acting reasonably, is so material as to make it

impracticable or inadvisable to proceed with the offering of the Placement Shares on the terms and in the manner contemplated in the Prospectus.

(d) Certificate. The Agent shall have received the certificate required to be delivered pursuant to Section 8(m) on or before the date on which delivery of such certificate is required pursuant to Section 8(m).

(e) Corporate Legal Opinions. The Agent shall have received the opinions of counsel to be delivered pursuant to Section 8(n) on or before the date on which such delivery of such opinions are required pursuant to Section 8(n). In addition, on such dates that the opinions required by Section 8(n) are delivered, the Agent shall have also received the opinion of Borden Ladner Gervais LLP, counsel for the Agent, with respect to the issuance and sale of the Placement Shares, the Prospectus and other related matters as the Agent may reasonably require, it being understood that counsel for the Agent may rely on the opinions of Company Counsel and that counsel for the Agent and Company Counsel may rely upon the opinions of local counsel as to all matters not governed by the laws of the jurisdictions in which it is qualified to practice, and may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of the Corporation, auditors and public officials, and that the opinions of counsel may be subject to usual qualifications as to equitable remedies, creditors' rights laws and public policy considerations.

(f) Comfort Letters. The Agent shall have received the Comfort Letter(s) required to be delivered pursuant to Section 8(o) on or before the date on which the delivery of such letter is required pursuant to Section 8(o).

(g) Approval for Listing; No Suspension. The Placement Shares shall have either been (i) approved for listing, subject to notice of issuance, on the Exchange, or (ii) the Corporation shall have filed an application for listing of the Placement Shares on the Exchange at or prior to the issuance of the Placement Notice. Trading in the Shares shall not have been suspended on such markets.

(h) Other Materials. On each date on which the Corporation is required to deliver a certificate pursuant to Section 8(m), the Corporation shall have furnished to the Agent such appropriate further information, certificates and documents as the Agent may reasonably request.

(i) Securities Filings Made. All filings required by the Qualifying Authorities to have been filed prior to the issuance of any Placement Notice hereunder shall have been made within the applicable time period prescribed for such filing by Canadian Securities Laws.

11. Indemnification and Contribution

(a) The Corporation agrees to indemnify and hold harmless the Agent and its, subsidiaries, its affiliates and each of their respective directors, officers and employees (collectively, the "**Indemnified Parties**" and each, an "**Indemnified Party**") from and against any and all losses, expenses, claims (including shareholder actions, derivative or otherwise), actions, claims, proceedings, damages and liabilities, joint or several, including

without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel but excluding special, punitive or consequential damages or lost profits (collectively, the “**Losses**”) that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any action, suit, proceeding, investigation or claim that may be made or threatened by any person or in enforcing this indemnity (collectively, the “**Claims**”) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of professional services rendered to the Corporation hereunder or otherwise in connection with the matters referred to in this Agreement by the Agent or any Indemnified Party or otherwise in connection with the Offering, together with any Losses that are incurred in enforcing this indemnity, whether performed before or after the execution and delivery of this Agreement by the Corporation, including, without limitation:

- (i) any inaccuracy, breach of or default under any representation, warranty, covenant or agreement of the Corporation in this Agreement or the failure of the Corporation to comply with any of its obligations hereunder;
- (ii) any information or statement (except any information or statement relating solely to an Indemnified Party and provided in writing by the Indemnified Party for inclusion in such document) contained in the Prospectus or any other document or material filed or delivered by or on behalf of the Corporation pursuant to this Agreement being or being alleged to be a misrepresentation or untrue or any omission or alleged omission to state in those documents any material fact required to be stated in those documents or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;
- (iii) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, securities regulatory authority, stock exchange or by any other competent authority, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to an Indemnified Party provided in writing by the Indemnified Party) contained in the Prospectus or any other document or material filed or delivered by or on behalf of the Corporation pursuant to this Agreement, which operates to prevent or restrict the trading in or the sale or distribution of the Placement Shares;
- (iv) the non-compliance or alleged non-compliance by the Corporation with any requirement of Canadian Securities Laws, including the Corporation’s non-compliance with any statutory requirement to make any document available for inspection; or
- (v) any failure or alleged failure to make timely disclosure of a material change by the Corporation, where such failure or alleged failure occurs during the Offering or during the period of distribution or where such failure relates to

the Offering or the Placement Shares and may give or gives rise to any liability under any law in any jurisdiction which is in force on the date of this Agreement.

(b) The Corporation agrees to waive any right it may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Corporation also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting Claims on behalf of or in right of the Corporation for or in connection with the Offering except to the extent any Losses suffered by the Corporation are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted from the gross negligence, fraud or wilful misconduct of such Indemnified Party.

(c) The Corporation will not, without the Indemnified Party's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless the Corporation has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

(d) Promptly after receiving notice of a Claim against an Indemnified Party or 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 Corporation, the Indemnified Party will notify the Corporation in writing of the particulars thereof, provided that the omission so to notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to the Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required prejudices the defense of such Claim or results in any material increase in the liability which the Corporation has under this indemnity. The Corporation shall have 14 days after receipt of the notice to undertake, conduct and control, through counsel of its own choosing and at its own expense, the settlement or defense of the Claim. If the Corporation undertakes, conducts and controls the settlement or defense of the Claim, the relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim, at the expense of the relevant Indemnified Party to the extent additional counsel or other external advisors are retained by such Indemnified Party.

(e) In any such Claim, such Indemnified Party shall have the right to retain separate legal counsel to act on such Indemnified Party's behalf, the reasonable fees and expenses of which counsel shall be at the expense of the Corporation if: (i) the Corporation does not assume the defence of the Claim within such 14 day period after receiving actual notice of the Claim; (ii) the Corporation agrees to separate representation for the Indemnified Party; or (iii) the Indemnified Parties are advised by counsel that there is an actual or potential conflict in the Corporation's and the Indemnified Parties' respective

interests or additional defences are available to the Indemnified Parties, which make representation by the same counsel inappropriate, provided that in no circumstances will the Corporation be required to pay the reasonable fees and expenses of more than one legal counsel for all Indemnified Parties.

(f) Notwithstanding anything to the contrary contained herein, the foregoing indemnity shall cease to apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses to which the Indemnified Party may be subject were caused by the gross negligence, fraud, or wilful misconduct of the Indemnified Party. For greater certainty, the Corporation and the Agent agree that they do not intend that any failure by the Agent to conduct such reasonable investigation as necessary to provide the Agent with reasonable grounds for believing the Prospectus contained no misrepresentation shall constitute “gross negligence”, “fraud”, or “willful misconduct” for the purposes of this Section 11 or otherwise disentitle the Agent from indemnification hereunder.

(g) The Corporation agrees that in case any legal proceeding shall be brought against the Corporation 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, shall investigate the Corporation and/or the Indemnified Parties shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Agent, the Indemnified Parties shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by the Indemnified Parties in connection therewith) and out-of-pocket expenses incurred by Indemnified Parties in connection therewith shall be paid by the Corporation as they occur, provided that in no circumstances will the Corporation be required to pay the reasonable fees and expenses of more than one legal counsel for all Indemnified Parties.

(h) To the extent that any Indemnified Party is not a party to this Agreement, the Agent shall obtain and hold the right and benefit of the above-noted indemnity in trust for and on behalf of such Indemnified Party.

(i) The Corporation agrees to reimburse the Agent for the time spent by its personnel in connection with any Claim at their normal per diem rates.

(j) The indemnity and the contribution obligations of the Corporation pursuant to this Section 11 shall be in addition to any liability which the Corporation 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 Corporation and any of the Indemnified Parties. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement.

(k) In the event that the indemnity of the Corporation provided for in this Section 11 is declared by a court of competent jurisdiction to be illegal or unenforceable as being contrary to public policy or is unavailable for any other reason, the Agent and the Corporation shall severally, and not jointly, contribute to the aggregate of all Claims and all Losses of the nature contemplated in this Section 11 and suffered or incurred by the Indemnified Parties in proportions as is appropriate to reflect: (i) the relative benefits received by the Agent, on the one hand (being the Placement Fee), and the relative benefits received by the Corporation, as applicable, on the other hand (being the gross proceeds derived from the sale of the Placement Shares less the Placement Fee), (ii) the relative fault of the Corporation, on the one hand, and the Agent, on the other hand, and (iii) relevant equitable consideration; provided that the Corporation shall in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any excess of such amount over the amount paid or payable to the Agent or any other Indemnified Party under this Agreement. For greater certainty and notwithstanding anything to the contrary contained herein, the Agent shall not in any event be liable to contribute, in the aggregate, any amount in excess of the Placement Fee or any portion thereof actually received. However, no party who has been determined by a court of competent jurisdiction in a final judgement to have engaged in any fraud, dishonesty, wilful misconduct or gross negligence shall be entitled to claim contribution from any person who has not been so determined to have engaged in such fraud, dishonesty, wilful misconduct or gross negligence.

(l) Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Section 11, notify such party or parties from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any obligation it may have otherwise under this section, except to the extent that the party from whom contribution may be sought is materially prejudiced by such omission. The right to contribution provided herein shall be in addition and not in derogation of any other right to contribution which the Agent may have by statute or otherwise by law.

12. Representations and Agreements to Survive

All representations and warranties of the Corporation herein or in certificates or Placement Notices delivered pursuant hereto shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Agent, and any of its officers, employees or agents, any person controlling the Agent, or any affiliate of the Agent and (iii) delivery and acceptance of and payment for any of the Placement Shares.

13. Termination

(a) The Corporation shall have the right to terminate this Agreement with the Agent in its sole discretion at any time by giving written notice as hereinafter specified. Any such termination shall be without liability of any party to any other party except that the provisions of Sections 8(g), 11, 12, 13(e), 15, 18, 19 and 20 hereof shall remain in full force and effect notwithstanding such termination.

(b) The Agent shall have the right to terminate its obligations under this Agreement in its sole discretion at any time after the date of this Agreement by giving written notice as hereinafter specified. Any such termination shall be without liability of any party to any other party except that the provisions of Sections 8(g), 11, 12, 13(e), 15, 18, 19 and 20 hereof shall remain in full force and effect notwithstanding such termination.

(c) Unless previously terminated pursuant to this Section 13, this Agreement shall automatically terminate upon the earlier of (i) February 14, 2024; (ii) the date on which issuance and sale of all the Placement Shares through the Agent on the terms and subject to the conditions set forth herein; and (iii) the date on which the Receipt ceases to be effective in accordance with Canadian Securities Laws, provided that any such termination shall in all cases be deemed to provide that Sections 8(g), 11, 12, 13(e), 15, 18, 19 and 20 shall remain in full force and effect.

(d) This Agreement shall remain in full force and effect unless terminated pursuant to Sections 13(a), 13(b), 13(c) or otherwise by mutual agreement of the parties; provided that any such termination shall in all cases be deemed to provide that Sections 8(g), 11, 12, 13(e), 15, 18, 19 and 20 shall remain in full force and effect.

(e) Any termination of this Agreement shall be effective on the date specified in such notice of termination; provided that such termination shall not be effective until the close of business on the date of receipt of such notice by the Agent or the Corporation, as the case may be. If such termination shall occur prior to the Settlement Date for any sale of Placement Shares, such Placement Shares shall settle in accordance with the provisions of this Agreement.

(f) In the event that the Corporation terminates this Agreement, as permitted under Section 13(a), the Corporation shall be under no continuing obligation, either pursuant to this Agreement or otherwise to utilize the services of the Agent in connection with any sale of securities of the Corporation or to pay any compensation to the Agent other than compensation with respect to sales of Placement Shares subscribed on or before the termination date and the Corporation shall be free to engage other placement agents and underwriters from and after the termination date with no continuing obligation to the Agent.

(g) Any rights of termination in favour of the Corporation or the Agent, as applicable, contained in this Section 13 are in addition to any other rights or remedies the Corporation or the Agent, as applicable, may have in respect of any default, act or failure to act or non-compliance by the Agent or the Corporation, as applicable, in respect of any of the matters contemplated by this Agreement or otherwise.

14. **Notices**

Except as expressly set out herein, all notices or other communications required or permitted to be given by any party to any other party pursuant to the terms of this Agreement shall be in writing (including by electronic means) and if sent to the Agent, shall be delivered to:

Clarus Securities Inc.
130 King Street W., Suite 3640
Toronto, Ontario
M5X 1A9

Attention: Robert Orviss
Email: [Redacted – Personal Information.]

With a copy to:

Borden Ladner Gervais LLP
Bay Adelaide Centre – East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3

Attention: Andrew Powers / Cameron A. MacDonald
Email: [Redacted – Personal Information.]

or if sent to the Corporation, shall be delivered to:

Atmofizer Technologies Inc.
550 Burrard Street
Suite 2300, Bentall 5
Vancouver, British Columbia
V6C 2B5

Attention: Brian Meadows
Email: [Redacted – Personal Information.]

With a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5

Attention: Peter Simeon
Email: [Redacted – Personal Information.]

Each party to this Agreement may change such address for notices by sending to the other parties to this Agreement written notice of a new address for such purpose. Each such notice or other communication shall be deemed given (i) when delivered personally or by e-mail (with an original to follow) on or before 5:00 p.m., Eastern time, on a Business Day or, if such day is not a Business Day, on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to a nationally-recognized overnight courier, (iii) on the Business Day actually received if deposited in the mail (certified or registered mail, return receipt requested, postage prepaid), and (iv) if sent by email, on the Business Day on which receipt is confirmed by the individual to whom

the notice is sent, other than via auto-reply. For purposes of this Agreement, “**Business Day**” shall mean any day on which the Exchange is open for business.

15. **Consent to Jurisdiction**

The Corporation irrevocably (i) agrees that any legal suit, action or proceeding against the Corporation brought by the Agent or by any person who controls the Agent arising out of or based upon this Agreement or the transactions contemplated thereby may be instituted in any British Columbia Court, (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding and (iii) submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. To the extent that the Corporation has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, it hereby irrevocably waives such immunity in respect of its obligations under the above referenced documents, to the extent permitted by law. The provisions of this Section 15 shall survive any termination of this Agreement, in whole or in part.

16. **Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the Corporation and the Agent and their respective successors and affiliates and the directors, officers, employees, shareholders and agents of the Agent referred to in Section 11 hereof. References to any of the parties contained in this Agreement shall be deemed to include the successors and permitted assigns of such party. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties.

17. **Adjustments for Consolidations, Dividends**

The parties acknowledge and agree that all share related numbers contained in this Agreement shall be adjusted to take into account any stock split, consolidations, dividends or similar event effected with respect to the Shares.

18. **Entire Agreement; Amendment; Severability**

This Agreement (including all schedules and exhibits attached hereto and Placement Notices issued pursuant hereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. Neither this Agreement nor any term hereof may be amended except pursuant to a written instrument executed by the Corporation and the Agent. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

19. **Applicable Law**

This Agreement and any claim, controversy or dispute relative to or arising out of this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

20. **Waiver of Jury Trial**

The Corporation and the Agent hereby irrevocably waive any right either may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or any transaction contemplated hereby.

21. **Confidential Information**

The Agent shall keep confidential all Confidential Information received from the Corporation and shall not disclose such Confidential Information without the prior written approval of the Company except as may be required by law or by any stock exchange or in connection with legal or regulatory proceedings. If the Agent is requested to disclose Confidential Information as a legal requirement or as part of a legal or regulatory process, the Agent shall provide the Corporation with prompt notice of such request. The Agent undertakes not to use any Confidential Information received from the Corporation for any other purpose, except as contemplated in this Agreement. The Corporation shall keep confidential all written or verbal advice, opinions, or conclusion, including, but not limited to, any background or supporting materials or analysis, or any communication, fee or other arrangements with the Agent in connection with the services performed by the Agent pursuant to this Agreement, provided by the Agent, except as provided herein or as required to be disclosed by applicable law or in connection with legal or regulatory proceedings. If the Corporation is requested to disclose any such advice or opinions as a legal requirement or as part of a legal or regulatory process, the Corporation shall provide the Agent with prompt written notice of such request. The obligations of the Agent and the Corporation in this Section 21 shall terminate upon the termination of this Agreement in accordance with Section 13.

22. **Absence of Fiduciary Duties**

The parties acknowledge that they are sophisticated in business and financial matters and that each of them is solely responsible for making its own independent investigation and analysis of the transactions contemplated by this Agreement. They further acknowledge that the Agent has not been engaged by the Corporation to provide, and has not provided, financial advisory services in connection with the terms of the Offering nor has the Agent assumed at any time a fiduciary relationship to the Corporation in connection with such Offering. The Corporation hereby waives, to the fullest extent permitted by law, any claims it may have against the Agent for breach of fiduciary duty or alleged breach of fiduciary duty and agrees the Agent shall have no liability (whether direct or indirect) to the Corporation in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Corporation, including shareholders, employees or creditors of the Corporation.

23. **Definitions**

As used in this Agreement, the following terms have the respective meanings set forth below:

- (a) “**affiliate**” has the meaning given to that term in National Instrument 45-106 – *Prospectus Exemptions*;
- (b) “**Amendment Date**” has the meaning given thereto in Section 8(a) hereof;
- (c) “**Applicable Time**” means, with respect to any Placement Shares, the time of sale of such Placement Shares pursuant to this Agreement;
- (d) “**Authorized Representative**” has the meaning given thereto in Section 2(a) hereof;
- (e) “**Base Prospectus**” has the meaning given thereto in Section 6 hereof;
- (f) “**Canadian Securities Laws**” means the *Securities Act* (British Columbia), the equivalent legislation in each of the other Qualifying Jurisdictions and the applicable rules and regulations under such laws, together with applicable published national, multilateral and local policy statements, instruments, notices and blanket orders of the Qualifying Authorities in each of the Qualifying Jurisdictions as modified by the French Translation Exemption;
- (g) “**Claims**” has the meaning given thereto in Section 11(a) hereof;
- (h) “**Comfort Letter**” has the meaning given thereto in Section 8(o) hereof;
- (i) “**Company Counsel**” means, Gowling WLG (Canada) LLP, counsel for the Corporation;
- (j) “**Confidential Information**” means all financial, operating, technical, and other information and materials concerning the Corporation, its directors and officers, or its assets and properties, including all analyses, compilations, records, data, reports, correspondence, memoranda, specifications, materials, applications, technical data, studies, derivative works, reproductions, copies, extracts, summaries or other documents containing or based upon, in whole or in part, any of the information listed above which is furnished to the Agent or to any of its directors, officers, and employees or to the Agent's accounting and legal advisors by the Corporation or any director, officer, employee, financial or accounting advisor, legal advisor, representative or other agent of the Corporation; provided that the term “Confidential Information” does not include information which: (i) is or becomes generally available to the public other than as a result of a disclosure by the Agent not permitted this Agreement; (ii) was available to the Agent on a non-confidential basis prior to its disclosure to the Agent by the Corporation; (iii) becomes available to the Agent on a non-confidential basis from a source other than the Corporation, provided that such source is not to the knowledge of the Agent bound by a confidentiality agreement with, or other confidentiality obligation to the Corporation; or

(iv) is independently developed by the Agent without reference to any Confidential Information;

(k) **“Designated News Release”** has the meaning given thereto in Section 6 hereof;

(l) **“Directed Selling Efforts”** means “directed selling efforts” as defined in Regulation S and, without limiting the foregoing, but for greater clarity, means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Placement Shares and includes, without limitation, the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of the Placement Shares;

(m) **“Environmental and Health Laws”** has the meaning given thereto in Section 7(jj) hereof;

(n) **“Exchange”** means the Canadian Securities Exchange;

(o) **“French Translation Exemption”** means the exemptive relief decision dated November 30, 2021 obtained by the Corporation from the Autorité des marchés financiers as disclosed in the Prospectus;

(p) **“General Solicitation”** and **“General Advertising”** means “general solicitation” and “general advertising”, respectively, as used in Rule 502(c) of Regulation D, including, without limitation, any advertisement, article, notice or other communications published in any newspaper, magazine or similar media or broadcast over the internet, radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising or in any other manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

(q) **“Governmental Authority”** means any provincial, territorial or federal, and as applicable in the circumstances, any foreign: (a) government; (b) court, arbitral or other tribunal or governmental or quasi-governmental authority of any nature (including any governmental agency, political subdivision, instrumentality, branch, department, official, or entity); (c) body or other instrumentality exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature pertaining to government, including, without limitation, the U.S. Environmental Protection Agency and the U.S. Food and Drug Administration; (d) any provincial, state, territorial or federal government or review board with jurisdiction over pricing of patented products or with jurisdiction over competition aspects of pricing of products; or (e) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing and any stock exchange or self-regulatory authority and, for greater certainty, includes the Qualifying Authorities, the Exchange and the Investment Industry Regulatory Organization of Canada;

(r) “**Governmental Licenses**” has the meaning ascribed to such term in Section 7(aa) hereof;

(s) “**Hazardous Substances**” has the meaning given thereto in Section 7(jj) hereof;

(t) “**IFRS**” means the International Financial Reporting Standards as included in the Handbook of the Canadian Institute of Chartered Accountants;

(u) “**Indemnified Party**” and “**Indemnified Parties**” each has the meaning given thereto in Section 11(a) hereof;

(v) “**Initial Comfort Letter**” has the meaning given thereto in Section 8(o) hereof;

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

(x) “**IT Systems**” has the meaning given thereto in Section 7(ggg) hereof;

(y) “**Laws**” means the Canadian Securities Laws and all other laws, statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having and exercising jurisdiction over the person or persons or its or their business, undertaking, property or securities;

(z) “**Leased Premises**” has the meaning given thereto in Section 7(III) hereof;

(aa) “**Losses**” has the meaning given thereto in Section 11(a) hereof;

(bb) “**Licensed IP**” means the Intellectual Property that is used for the conduct of the business of the Corporation and the Subsidiaries as presently conducted or as proposed to be conducted and that is owned by any person other than the Corporation or any Subsidiary;

(cc) “**Marketplace**” has the meaning given thereto in Section 3 hereof;

(dd) “**Material Adverse Effect**” or “**Material Adverse Change**” when used herein means any effect or change on the Corporation or its Subsidiaries or their respective businesses that is or could reasonably be expected to be materially adverse to the results of operations, condition (financial or otherwise), management, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income, business operations or prospects of the Corporation and its Subsidiaries and their respective businesses, taken as a whole or that would result in the Base Prospectus, the Prospectus Supplement or the Prospectus containing a misrepresentation;

(ee) “**material change**” means a material change for the purposes of the Canadian Securities Laws or any of them or, where undefined under the applicable Canadian Securities Laws of a jurisdiction, means a change in the business, operations or capital of the Corporation, that would reasonably be expected to have a significant effect on the market price or value of any of the Corporation’s securities and includes a decision to implement such a change made by the directors or senior management of the Corporation who believe that confirmation of the decision by the directors is probable;

(ff) “**material fact**” means a material fact for the purposes of the Canadian Securities Laws or any of them, or, where undefined under the applicable Canadian Securities Laws of a Qualifying Jurisdiction, means a fact that would reasonably be expected to have a significant effect on the market price or value of the Corporation’s securities;

(gg) “**misrepresentation**” means a misrepresentation for the purposes of the Canadian Securities Laws or any of them or, where undefined under the applicable Canadian Securities Laws of a Qualifying Jurisdiction, means (i) an untrue statement of a material fact, or (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made;

(hh) “**Money Laundering Laws**” has the meaning given thereto in Section 7(cc) hereof;

(ii) “**Net Proceeds**” has the meaning given thereto in Section 5(a) hereof;

(jj) “**NI 21-101**” means National Instrument 21-101 – *Marketplace Operation*;

(kk) “**NI 44-101**” means National Instrument 44-101 – *Short Form Prospectus Distributions*;

- (ll) “**NI 44-102**” means National Instrument 44-102 – *Shelf Distributions*;
- (mm) “**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;
- (nn) “**Offering**” has the meaning given thereto in Section 1 hereof;
- (i) “**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, Governmental Authority or entity however designated or constituted;
- (ii) “**Personal Data**” has the meaning given thereto in Section 7(ggg) hereof;
- (oo) “**Placement**” has the meaning given thereto in Section 2(a) hereof;
- (pp) “**Placement Fee**” has the meaning given thereto in Section 2(b) hereof;
- (qq) “**Placement Notice**” has the meaning given thereto in Section 2(a) hereof;
- (rr) “**Placement Shares**” has the meaning given thereto in Section 2(a) hereof;
- (ss) “**Preliminary Base Prospectus**” means the preliminary short form base shelf prospectus of the Corporation dated December 3, 2021;
- (tt) “**Prospectus**” means the Base Prospectus and the Prospectus Supplement (and any amendments and supplements to the Base Prospectus and the Prospectus Supplement prepared in accordance with the provisions of this Agreement relating to the Placement Shares and filed with the Qualifying Authorities in accordance with Canadian Securities Laws), together with the Base Prospectus;
- (uu) “**Prospectus Supplement**” has the meaning given thereto in Section 6 hereof;
- (vv) “**Qualifying Authorities**” means the securities regulatory authorities in each of the provinces and territories of Canada;
- (ww) “**Qualifying Jurisdictions**” means each of the provinces and territories of Canada;
- (xx) “**Receipt**” has the meaning given thereto in Section 6 hereof;
- (yy) “**Regulation D**” means Regulation D under the U.S. Securities Act;
- (zz) “**Regulation S**” means Regulation S under the U.S. Securities Act;

(aaa) “**Representation Date**” has the meaning given thereto in Section 8(m) hereof;

(bbb) “**Reviewing Authority**” has the meaning given thereto in Section 6 hereof;

(ccc) “**Sanctioned Person**” has the meaning given thereto in Section 7(dd) hereof;

(ddd) “**Sanctions**” has the meaning given thereto in Section 7(dd) hereof;

(eee) “**SEC**” means the United States Securities and Exchange Commission;

(fff) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval;

(ggg) “**Settlement Date**” has the meaning given thereto in Section 5(a) hereof;

(hhh) “**Shares**” has the meaning given thereto in Section 1 hereof;

(iii) “**Shelf Procedures**” means NI 44-101 and NI 44-102;

(jjj) “**Shelf Securities**” has the meaning given thereto in Section 6 hereof;

(kkk) “**Subsidiaries**” means, collectively, (i) Atmosfizer Canada Inc.; (ii) Atmosfizer USA, LLC; (iii) Vaxxinator Lease Co., LLC; (iv) 968907 Ontario Inc.; and (v) Gasmuz Construction Inc., and “**Subsidiary**” means any one of them;

(lll) “**Trading Day**” means any day on which the Exchange is open for trading; and

(mmm) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended.

24. **Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Agreement by one party to the other may be made by email transmission.

[Remainder of page intentionally left blank.]

If the foregoing accurately reflects your understanding and agreement with respect to the matters described herein please indicate your agreement by countersigning this Agreement in the space provided below.

Yours very truly,

ATMOFIZER TECHNOLOGIES INC.

By: (signed) "Olivier Centner"
Name: Olivier Centner
Title: Chief Executive Officer

ACCEPTED as of the date first-above written.

CLARUS SECURITIES INC.

By: (signed) "Robert Orviss"
Name: Robert Orviss
Title: Managing Director, Head of
Investment Banking

SCHEDULE 1

The Authorized Representatives of the Corporation are as follows:

Name and Office / Title	E-mail Address
Olivier Centner, Chief Executive Officer	[Redacted – Personal Information.]
Brian Meadows, Chief Financial Officer	[Redacted – Personal Information.]

The Authorized Representatives of the Agent are as follows:

Name and Office / Title	E-mail Address
Robert Orviss, Managing Director, Head of Investment Banking	[Redacted – Personal Information.]
Jim Christodoulis, President & CEO	[Redacted – Personal Information.]
Kevin Gordon, Vice President, Institutional Equity Trading	[Redacted – Personal Information.]

EXHIBIT A
FORM OF PLACEMENT NOTICE

[], 20[]

[Clarus Securities Inc.]
[130 King Street W., Suite 3640]
[Toronto, Ontario]
[M5X 1A9]

[Attention: Robert Orviss, Managing Director, Head of Investment Banking
Jim Christodoulis, President & CEO
Kevin Gordon, Vice President, Institutional Equity Trading]

VIA EMAIL

PLACEMENT NOTICE

The purpose of this Placement Notice is to propose certain terms of the Placement to be entered into with the Clarus Securities Inc. under, and pursuant to, that certain Equity Distribution Agreement between the Corporation and the Agent dated February 23, 2022 (the “**Agreement**”). The particular Placement to which this Placement Notice relates shall supplement, form a part of, and be subject to, the Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

The terms of the particular Placement to which this Placement Notice relates are as follows:

Trading Day(s) on which Placement Shares may be	<u> [] to [] </u>
Maximum Number of Placement Shares to be Sold in the Aggregate under the Placement:	<u> [] </u>
Maximum Number of Placement Shares to be Sold on each Trading Day:	<u> [] </u>
Minimum price per Placement Share:	\$[<u> . </u>]
Placement Fee	2.5%
Other instructions:	<u> [] </u> or [N/A]

The Corporation shall be deemed to have affirmed each representation and warranty contained in the Agreement (except only to the extent that any such representation is, by its express terms, limited to a specific date or, with respect to any such representation made or deemed to be made after the date hereof, as otherwise updated, qualified or clarified and expressly disclosed in Schedule A to this Placement Notice) and that the Corporation has complied with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to the Agreement at or prior to the date hereof.

Yours very truly,

ATMOFIZER TECHNOLOGIES INC.

By:

Name: [●]

Title: [●]

SCHEDULE A TO PLACEMENT NOTICE

Exceptions to the representations and warranties made by the Corporation in the Agreement and in any certificates provided pursuant thereto:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

EXHIBIT B

OFFICER'S CERTIFICATE

I, **[name of executive officer]**, the **[title of executive officer]** of Atmofizer Technologies Inc. (the "**Corporation**"), a company existing under the laws of British Columbia, do hereby certify in such capacity and not in my personal capacity, on behalf of the Corporation pursuant to Section 8(m) of the Equity Distribution Agreement dated February 23, 2022 (the "**Agreement**") among the Corporation and Clarus Securities Inc. and without personal liability, that, to the best of my knowledge:

- (i) Except as set forth in the Prospectus, the representations and warranties of the Corporation in Section 7 of the Agreement, as modified in the applicable Placement Notice delivered to the Agent, are true and correct on and as of the date hereof with the same force and effect as if expressly made on and as of the date hereof, except for those representations and warranties that speak solely as of a specific date and which were true and correct as of such date; and
- (ii) The Corporation has complied with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to the Agreement at or prior to the date hereof.

Unless otherwise defined, all capitalized terms used herein, shall have the meanings ascribed thereto in the Distribution Agreement.

Date: _____

By: _____
Name:
Title:

EXHIBIT C

MATTERS TO BE COVERED BY INITIAL OPINION OF CORPORATION COUNSEL

1. The Corporation is a company existing under the laws of British Columbia and in good standing;
2. The Corporation is a reporting issuer (or equivalent) in each of the Qualifying Jurisdictions and is not noted as being in default on the list of reporting issuers of any Qualifying Jurisdiction.
3. Each of the Subsidiaries is an entity existing under the laws of its jurisdiction of incorporation, formation or continuance and in good standing.
4. Each of the Corporation and the Subsidiaries has all necessary corporate power, capacity and authority to carry on its business as presently carried on and to own, lease and operate its properties and assets as described in the Prospectus.
5. The Corporation has all necessary corporate power, capacity and authority to execute and deliver the Agreement and to perform its obligations thereunder.
6. As to the authorized and outstanding share structure of the Corporation.
7. The share structure of the Corporation and the attributes of the Shares are consistent in all material respects with the description thereof contained under the heading "Description of Common Shares" in the Prospectus.
8. As to the authorized and outstanding share structure of the Subsidiaries and the ownership thereof.
9. The execution and delivery of the Agreement and the performance of its obligations thereunder, including the issuance of the Placement Shares in accordance with the Agreement, have been duly authorized by all necessary corporate action on the part of the Corporation.
10. The Placement Shares to be delivered under the Agreement will, when issued, will be validly issued, as fully paid and non-assessable shares in the capital of the Corporation.
11. The execution and delivery of the Agreement and the performance of the Corporation's obligations thereunder do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with: (A) any of the terms, conditions or provisions of the constating documents of the Corporation, or any resolution of any of its directors (or committees of directors) or shareholders; or (B) any law or regulation in British Columbia binding on or applicable to the Corporation.

12. The Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms under the laws of the British Columbia and will be treated by the courts of the British Columbia as the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their terms, subject to normal qualifications, limitations and assumptions.
13. All necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Preliminary Base Prospectus, the Base Prospectus and the Prospectus Supplement and the filing thereof under Canadian Securities Laws in each of the Qualifying Jurisdictions.
14. No consent, approval or authorization or order, of or registration, qualification, recording or filing with any Governmental Authority is required for the issuance, sale and delivery of the Placement Shares, except such as have been made or obtained.
15. All necessary documents have been filed, all requisite proceedings have been taken and all other necessary approvals, permits, consents and authorizations of appropriate regulatory authorities have been obtained under Canadian Securities Laws by the Corporation to qualify the distribution of the Placement Shares in each of the Qualifying Jurisdictions by or through investment dealers duly registered in the appropriate category under the Canadian Securities Laws who have complied with the relevant provisions of such Qualifying Jurisdiction.
16. Subject to the qualifications, assumptions, limitations and understandings set out therein, the statements set out in the Prospectus under the heading "Certain Canadian Federal Income Tax Considerations" and "Eligibility for Investment", in so far as such statements constitute statements of law, are true and correct.
17. Odyssey Trust Company at its principal office in the City of Calgary is the duly appointed registrar and transfer agent for the Shares.
18. All necessary filings have been made by the Corporation with the Exchange for the listing of the Placement Shares, subject only to the satisfaction by the Corporation of such customary and standard post-closing conditions imposed by the Exchange in similar circumstances.