

## Finder's Fee Agreement

### RAPID DOSE THERAPEUTICS INC.

November 30, 2017

#### Re: Corporate Finance Services Agreement

We are writing to set out the agreement between **RAPID DOSE THERAPEUTICS INC.** (referred to herein as the "**Corporation**") and **Gambier Holdings Corp.** (referred to herein as "**FINDER**") under which FINDER agrees to provide the Services (as defined below) to the Corporation in accordance with the terms and conditions set out below.

#### 1. Interpretation

Certain terms used in this Agreement are defined in Schedule "A" which is attached to and is part of this Agreement.

#### 2. Services

The Corporation hereby engages FINDER to be its non-exclusive agent, and FINDER agrees to act as the Corporation's non-exclusive agent, to use reasonable commercial efforts to provide merger and acquisition related services (the "**Services**"), obtain capital for the Corporation or otherwise arrange for the Corporation to receive capital or other value added benefits (referred to collectively as a "**Transaction**") from parties introduced to the Corporation by the FINDER ("**Designated Source(s)**").

#### 3. Compensation

In consideration of successful completion of a Transaction under this Agreement, the Corporation agrees to pay to FINDER as compensation (a "**Finder's Fee**"):

- (a) a fee equal to seven percent (7%) of the Transaction Value (as defined below) with respect to any equity financing transaction (a "Financing Transaction") by the Corporation, payable in cash as at the date of the closing of the Financing Transaction, which closes after the date of this Agreement;
- (b) a fee equal to equal to seven percent (7%) of the total number of shares or other securities issued and outstanding in the capital of the Corporation as of the date of this Agreement, payable in shares or the other securities as of the date hereof; and
- (c) subject only to regulatory approval, a fee equal to seven percent (7%) of the total number of shares or other securities issued in addition to the shares or other securities issued after the date of date of this Agreement (save for shares or other

securities issued pursuant to section 3 (a)), in respect of any merger, reverse-take-over or plan of arrangement involving the Corporation and any other corporation, payable in shares or the securities of the Corporation or the resulting corporation, as the case may be, as of the closing date of any such transaction.

“**Transaction Value**” means for the purposes of section 3 (a), the total amount(s) paid to the Corporation on the closing of any Financing Transaction, if, as and when it actually paid to or for the benefit of the Corporation.

#### **4. Confidentiality**

**FINDER** acknowledges that it has entered into a confidentiality agreement with the Corporation (the “**Confidentiality Agreement**”) and agrees that **FINDER** will not use any Confidential Information for any purpose whatsoever except in connection with providing Services to the Corporation pursuant to this Agreement and in compliance with the Confidentiality Agreement which is incorporated herein by reference.

#### **5. Timing of Payments**

All fees and other compensation due to **FINDER** under section 3 of this Agreement will be paid by the Corporation to **FINDER** upon the closing of the applicable Transaction, including the receipt of all third-party consents required for the completion of the Transaction. It is explicitly recognized that the fees and other compensation may be payable in multiple tranches to conform to the Transaction structure, in which event the Finder’s Fees payable hereunder shall be payable concurrently with the closing of each such tranche. Under no circumstances will any payment be due under section 3 in respect of a Transaction that does not, for any reason, close or in respect of any part or amount of a Transaction not paid, assumed or advanced.

#### **6. Expenses not to be Reimbursed**

The Corporation will not reimburse **FINDER** for any other expenses incurred by it in connection with this Agreement, unless otherwise explicitly agreed in writing by the Corporation.

#### **7. Introductions by FINDER**

For the purposes of this Agreement, a person will be considered to be a Designated Source if such person:

- (a) is introduced to the Corporation and its senior management employees through the direct efforts of **FINDER**, is proposed by **FINDER** to be a Designated Source and, at the time of the introduction, the Corporation confirms that the Corporation approves and accepts such person as a Designated Source.

#### **8. Term**

This agreement will continue until the later of (i) twelve (12) months from the date of this

Agreement and (ii) termination by either party, with or without cause, upon delivery of fifteen (15) days' advance written notice by one party to the other; provided, however, that termination will not limit, modify or otherwise affect the rights of FINDER to receive any amounts due to it pursuant to the terms of section 3 in connection with any Transaction completed by the Corporation, whether before the date of termination or within one (1) year after the date of termination.

## **9. Compliance with Securities Laws**

The Corporation will furnish to FINDER and potential investors in a timely manner all information and documents and will otherwise take all actions necessary or desirable to comply with, Canadian federal and provincial and other laws, and stock exchange policies applicable to Transactions undertaken by the Corporation and to which this Agreement applies.

## **10. No Partnership**

In providing Services to the Corporation under this Agreement, FINDER will be an independent contractor, and no party to this Agreement will make any representations or statements indicating or suggesting that any joint venture, partnership or other such relationships exist between FINDER and the Corporation. FINDER will not be entitled to engage agents, make any commitments or create any obligations on behalf of the Corporation without the Corporation's prior written consent. FINDER will make such lack of authority clear to all persons with whom it deals in the course of carrying on business in connection with this Agreement.

FINDER will have no right to participate in any discussions or negotiations between the Corporation and a Designated Source introduced to the Corporation by FINDER after FINDER has made the introduction.

## **11. Indemnities**

Each party hereto (an "**indemnifying party**") agrees to indemnify and hold harmless the other party hereto, and its directors, officers, agents, employees, shareholders and affiliates, and each person who controls any such indemnified parties, from and against any and all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation and legal fees) arising out of or based upon any actual or alleged breach or default of, misrepresentation in, or failure under, any warranty, representation, or obligation made by or imposed upon the indemnifying party in this Agreement or in connection with any Transaction contemplated hereunder.

## **12. Assignment**

This agreement will inure to the benefit of and be binding upon FINDER and the Corporation and, as applicable, any of their respective successors and permitted assigns. This agreement may not be assigned by either party without the prior written consent of the other party hereto.

## **13. Entire Agreement**

This Agreement constitutes the entire agreement between the Corporation and FINDER with respect to the subject matter of this Agreement and contains all of the covenants and agreements of the Corporation and FINDER with respect thereto. The Corporation and FINDER each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by them, or anyone acting on their behalf, which are not contained herein, and any prior agreements, promises, negotiations, or representations with respect to the subject matter hereof, whether written or oral, not expressly set forth in this Agreement are of no force or effect. This agreement may be amended or modified only by an amendment in writing signed by both parties hereto.

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

All questions regarding the validity, interpretation, performance and enforcement of the provisions of this Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and all disputes and claims relating thereto will be determined before the courts of Ontario and by execution of this Agreement, each of the parties irrevocably attorns to the jurisdiction of such courts.

#### **15. Notices**

All notices required or permitted to be given to either party will be in writing and will be given by delivery or facsimile transmission to the party at the address set forth below, and all such notices will only be deemed given upon actual delivery or completed facsimile transmission. Either party may change its address for notice by giving notice to the other party in the manner set forth above.

##### **To Corporation:**

Suite 401, 1100 Walkers Line, Burlington Ontario L7N 2G3  
Attention: Mark Upsdell, CEO, Rapid Dose Therapeutics Inc.

##### **To FINDER:**

3057 Lakeshore Road, Burlington, Ontario L7N 1A3  
Attn: Tom Larsen, President, Gambier Holdings Corp.

**16. Acceptance**

If this letter correctly sets forth your understanding of the agreement between FINDER and the Corporation with respect to the foregoing, please so indicate by signing below, at which time this letter will become a binding contract.

Sincerely,

**RAPID DOSE THERAPEUTICS INC.**

Signed: "*Mark Upsdell*"

Per. \_\_\_\_\_  
Mark Upsdell, President

Accepted and agreed as of the 30<sup>TH</sup> day of November 2017.

**GAMBIER HOLDINGS CORP.**

Signed: "*Thomas Larsen*"

Per: \_\_\_\_\_  
Thomas Larsen, President

**Finder's Fee Agreement  
Schedule "A"**

**Defined Terms**

For the purposes of this Agreement:

- (a) one person is affiliated with another person if one of them is the subsidiary of the other or both are subsidiaries of the same person or each of them is controlled by the same person; or one has been introduced to the Corporation or its proposed venture by the other: and if two persons are affiliated with the person at the same time, they are deemed to be affiliated with each other;
- (b) **"Confidential Information"** means, information concerning the business and affairs of the Corporation provided by the Corporation and identified as being confidential in nature, and any other information provided by the Corporation concerning its business and affairs which by its nature or the circumstances in which it is provided would be understood by a reasonable person to be confidential;
- (c) **"person"** or **"party"** includes any natural person, sole proprietorship, partnership, corporation, trust, joint venture, governmental authority and any incorporated or unincorporated entity or association of any nature, or the affiliate of same;
- (d) **"Securities"** mean : (i) shares or other securities representing an equity ownership interest in the Corporation, or the entity succeeding or surviving the Corporation following a merger, amalgamation, reorganization or arrangement Transaction, as the case may be, of the class and having the same terms as the securities issued in connection with the applicable Transaction, or (ii) if no such securities are issued in connection with such Transaction, shares of the existing common stock or equivalent securities representing an equity ownership interest in the Corporation or the entity succeeding or surviving the Corporation following the Transaction as the case may be.