

Corporate Finance Services Agreement
RAPID DOSE THERAPEUTICS INC.

November 30, 2017

Re: M&A and Related Services

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**”) made effective as of June 30, 2017 (the “**Effective Date**”) 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 an integral 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:

- (a) primarily to provide merger and acquisition related services (the “**M&A Services**”), and
- (b) incidental to the **M&A Services**, to introduce the Corporation to sources of capital for the Corporation and, more particularly, to introduce “accredited investors” (as such term is defined under applicable securities laws), other potential investors qualified to invest in the Corporation or otherwise arrange for the Corporation to receive capital or other value-added benefits, in each instance in compliance with applicable securities laws (the “**Finder Services**”)

(collectively, the “**Services**” and each step in providing such Services referred to as a “**Transaction**”) from parties introduced to the Corporation by the **FINDER** (“**Designated Source(s)**”).

3. Compensation

In consideration of the engagement of **FINDER** to provide the Services hereunder, the Corporation agrees to pay to **FINDER** as compensation:

- (a) a fee (a “**Finder’s Fee**”) equal to seven percent (7%) of the aggregate gross

proceeds received by the Corporation with respect to any equity financing transaction (each a “**Financing Transaction**”), which Finder’s Fee shall be payable in cash on the date of the closing of each such Financing Transaction which closes after the date of this Agreement and on or before the Outside Date (as defined below);

- (b) a fee (the “**Retainer Fee**”) 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 Effective Date of this Agreement, which Retainer Fee shall be payable in such shares or other securities of the Corporation at a deemed value equal to the price at which the most recent issuance of such shares or other securities were issued by the Corporation on or before the Effective Date hereof and shall be paid on completion of the Merger Transaction (as hereinafter defined) on the closing date of such Merger Transaction completed after the date hereof and on or before the Outside Date, such payment to be made by the issuance of such shares or other securities of the Corporation or the Resulting Issuer (as hereinafter defined), as the case may be; and
- (c) a fee (the “**M&A Fee**”) equal to seven percent (7%) of difference between:
 - (i) the total number of shares or other securities of the Resulting Issuer (as defined below) which are issued and outstanding immediately following completion of any merger, amalgamation, take-over bid, reverse-take-over, plan of arrangement or other form of business combination (the “**Merger Transaction**”) involving the Corporation and any one or more other corporations,
 - less
 - (ii) the shares or other securities of the Resulting Issuer derived from (A) the shares or other securities of the Corporation issued after the date of this Agreement in respect of which the Corporation has paid a Finder’s Fee to FINDER pursuant to section 3 (a) hereof and (B) the shares or other securities of the Corporation issued and outstanding on the date hereof on which the Retainer Fee has been calculated and paid pursuant to section 3(b) hereof,

which M&A Fee shall be payable in shares or other securities of the Corporation or the resulting corporation (the “**Resulting Issuer**”), as the case may be, succeeding or surviving the Corporation at a deemed value equal to the price at which the incremental number of such shares or other securities accrued under the terms of this section 3(c) are from time to time accrued and shall be paid on completion of the Merger Transaction on the closing date of any such Merger Transaction completed after the date hereof and on or before the Outside Date, such payment to be made by the issuance of such shares or other securities of the Corporation or the Resulting Issuer (as hereinafter defined), as the case may be.

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 M&A Services and Finder Services to the Corporation pursuant to this Agreement and, in any event, in compliance with the Confidentiality Agreement which is incorporated herein by reference.

5. Timing of Payments

The Retainer Fee due to FINDER under section 3(b) of this Agreement shall be payable as of the Effective Date of this Agreement. The M&A Fee and all Finder’s Fees due to FINDER under sections 3(a) and 3(c), respectively, of this Agreement will become payable by the Corporation to FINDER upon the closing of the applicable Transaction. It is explicitly recognized that the fees and other compensation may be payable in multiple tranches to conform to the Transaction and Merger Transaction structure, in which event the Finder’s Fees and M&A Fee payable hereunder shall be payable concurrently with the closing of each such tranche. Under no circumstances will payment of any M&A Fee or Finder’s Fee be due under section 3(a) or 3(c) in respect of a Merger Transaction or other Transaction that does not, for any reason, close or in respect of any part or amount of a Merger Transaction or other Transaction that is not paid, assumed or advanced.

6. Expenses not to be Reimbursed

Each party will be responsible for its own legal fees and other costs and expenses incurred by it in respect of the negotiation and completion of this Agreement and each of the Transactions contemplated hereby. For certainty, 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 is introduced to the Corporation or any of its officers, directors or 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) the date of termination of the Agreement by either party, with or without cause, upon delivery of not less than fifteen (15) days’ advance written notice by one party to the other;

(such later date being the “**Termination Date**”) 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 at any time after the Effective Date of this Agreement and before the date which is one (1) year after the Termination Date (such later date being the “**Outside Date**”).

9. Compliance with Securities Laws

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

(b) The Corporation and FINDER acknowledge and agree that FINDER’s primary role under this Agreement is providing M&A Services to the Corporation and that FINDER’s role in providing Finder Services is incidental to FINDER’s role in providing M&A Services.

(c) FINDER represents and warrants to the Corporation that:

(i) FINDER is an “accredited investor” within the meaning of applicable securities laws; and

(ii) FINDER is not in the business of carrying on advising or trading services in respect of securities and its engagement by the Corporation pursuant to this Agreement is a one-time event, is not a frequent event and is not one of a series of such activities.

10. No Partnership

In providing M&A Services and Finder Services to the Corporation under this Agreement, FINDER will be an independent contractor. This Agreement is not intended to constitute and shall not constitute the parties to be joint venturers, partners or in any other form of relationship other than independent contractors 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, save and except as independent contractors. FINDER will not be entitled to engage agents, make any commitments, make any representations 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 communicates 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 save and except to the extent requested by the Corporation.

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 the contemplated Merger Transaction or any Transaction contemplated hereunder; provided, however, FINDER’s liability under this Agreement, including, without limitation, FINDER’s liability under this section 11, shall be limited to the value and form of compensation actually received by FINDER pursuant to section 3 hereof.

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.

"Mark Upsdell"

Per:

Mark Upsdell, President

Agreed to as of the Effective Date and executed as of the 30TH day of November 2017.

GAMBIER HOLDINGS CORP.

"Thomas Larsen"

Per:

Thomas Larsen, President

Finder's Fee Agreement
Schedule "A"

Defined Terms

For the purposes of this Agreement:

- (a) **"Affiliate"** has the meaning ascribed thereto in the *Business Corporations Act* (Ontario) 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;
- (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, take-over bid, plan of arrangement or other form of business combination, as the case may be, of the class and having the same terms as the securities issued in connection with the applicable Merger Transaction, or (ii) if no such securities are issued in connection with such Merger 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 Merger Transaction, as the case may be.