

UNDERWRITING AGREEMENT

May 25, 2021

BetterLife Pharma Inc.
1275 West 6th Avenue
Vancouver, British Columbia
V6H 1A6

Attention: Ahmad Doroudian, PhD – Chief Executive Officer & Director

Dear Sir:

Research Capital Corporation, as sole underwriter and sole bookrunner (“**RCC**” or the “**Underwriter**”), hereby offers and agrees to purchase on a “bought deal” basis, or alternatively to arrange, as agent for substituted purchasers (the “**Substituted Purchasers**”) in the Qualifying Jurisdictions (as defined below) to purchase, from BetterLife Pharma Inc. (the “**Company**”), and the Company hereby agrees to issue and sell to the Underwriter or Substituted Purchasers, an aggregate of 13,750,000 units (the “**Initial Units**”) of the Company, at the purchase price of \$0.40 per Initial Unit (the “**Issue Price**”), for aggregate gross proceeds of \$5,500,000, upon and subject to the terms and conditions contained herein (the “**Offering**”). Each Initial Unit shall consist of one common share in the capital of the Company (each an “**Initial Share**” and collectively the “**Initial Shares**”) and one common share purchase warrant of the Company (each an “**Initial Warrant**” and collectively, the “**Initial Warrants**”). For greater certainty, the obligation of the Underwriter to purchase the Initial Units shall be reduced by an amount equal to the number of Initial Units purchased by any Substituted Purchasers. After a reasonable effort has been made to sell all of the Initial Units at the Issue Price, the Underwriter may subsequently reduce the selling price to investors from time to time, provided that any such reduction in the Issue Price shall not affect the aggregate gross proceeds less the Underwriter’s Fees (as defined below) payable to the Company.

Upon and subject to the terms and conditions herein set forth and in reliance upon the representations and warranties herein contained, the Company hereby grants to the Underwriter an option (the “**Over-Allotment Option**”) to purchase, or arrange for Substituted Purchasers to purchase, up to an additional 2,062,500 units of the Company (the “**Additional Units**”) at a price per Additional Unit equal to the Issue Price, that is exercisable in whole or in part, and at any time and from time to time, on or before 5:00 p.m. (Toronto time) on the date that is 30 days after the Closing Date (as defined below). Each Additional Unit shall consist of one common share in the capital of the Company (each an “**Additional Share**” and collectively the “**Additional Shares**”) and one common share purchase warrant of the Company (each an “**Additional Warrant**” and collectively the “**Additional Warrants**”). The Underwriter can elect to exercise the Over-Allotment Option for Additional Units only, Additional Shares only, or Additional Warrants only, or any combination thereof. The purchase price for Additional Warrants purchased upon exercise of the Over-Allotment Option is \$0.0563 per Additional Warrant, and the purchase price per Additional Share purchased upon exercise of the Over-Allotment Option is \$0.3437 per Additional Share. Delivery of and payment for any Additional Units, Additional Shares or Additional Warrants will be made at the time and on the date (each an “**Option Closing Date**”) that Closing occurs for the exercise of the Over-Allotment Option.

Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to (i) the “**Offering**” shall be deemed to include the Over-Allotment Option, (ii) the “**Offered Units**” shall mean, collectively, the Initial Units and the Additional Units, (iii) the “**Unit Shares**” shall mean, collectively, the Initial Shares and the Additional Shares, (iv) the “**Shares**” shall mean, collectively

the Units Shares and the Compensation Shares (as defined below), (v) the “**Unit Warrants**” shall mean, collectively, the Initial Warrants and the Additional Warrants, and (vi) the “**Warrants**” shall mean, collectively, the Unit Warrants and the Compensation Warrants (as defined below).

The Warrants shall be created and issued pursuant to a warrant indenture (the “**Warrant Indenture**”) to be dated as of the Closing Date between the Company and National Securities Administrators Ltd., in its capacity as warrant agent thereunder (the “**Warrant Agent**”). Each Warrant will entitle the holder thereof to acquire one common share in the capital of the Company (each a “**Warrant Share**” and collectively the “**Warrant Shares**”) at a price of \$0.50 per Warrant Share, subject to adjustment in accordance with the Warrant Indenture, for a period of 36 months from the Closing Date.

In consideration of the Underwriter’s services to be rendered in connection with the Offering, the Company agrees: (A) to pay to the Underwriter (i) at the Closing Time (as defined below) on the Closing Date, an aggregate cash fee equal to 8.0% of the gross proceeds from the sale of the Initial Units, and (ii) at the Closing Time on each Option Closing Date, an aggregate cash fee equal to 8.0% of the gross proceeds from the sale of the Additional Units, Additional Shares or Additional Warrants, or any combination thereof, purchased at that time (the fees referred to in (A)(i) and (A)(ii) are collectively the “**Underwriter’s Fees**”); and (B) to issue to the Underwriter (i) at the Closing Time on the Closing Date compensation options (“**Compensation Options**”) equal to 8.0% of the number of Initial Units (and any Additional Units purchased in connection with the Over-Allotment Option). Each Compensation Option will be exercisable for one unit of the Company (each a “**Compensation Unit**” and collectively, the “**Compensation Units**”) for a period of 36 months following the Closing Date at the Issue Price. Each Compensation Unit shall consist of one common share in the capital of the Company (each a “**Compensation Share**” and collectively the “**Compensation Shares**”) and one common share purchase warrant of the Company (each whole common share purchase warrant, a “**Compensation Warrant**” and collectively, the “**Compensation Warrants**”). For greater certainty, the Compensation Warrants shall be governed by the Warrant Indenture.

The Company confirms the filing on March 24, 2021 of the Preliminary Short Form Base Shelf Prospectus (as hereinafter defined) and the filing on April 26, 2021 of the Final Short Form Base Shelf prospectus (as hereinafter defined) in each case in each Qualifying Jurisdiction and the issuance of the Preliminary Receipt (as hereinafter defined) on March 24, 2021 and the Final Receipt (as hereinafter defined) on April 26, 2021, in each case by the BCSC (as hereinafter defined) on behalf of the Securities Commissions (as hereinafter defined).

The Company agrees that the Underwriter will be permitted to appoint, at the sole cost and expense of the Underwriter, duly registered Selling Firms (as defined herein) appointed pursuant to section 4(a) as its agent to assist in the Offering, and that the Underwriter may determine the remuneration payable to such other dealers appointed by it.

The Offering is conditional upon and subject to the additional terms and conditions set forth below. The following are additional terms and conditions of the Agreement between the Company and the Underwriter:

1. Interpretation

Definitions – In addition to the terms previously defined and terms defined elsewhere in this Agreement (as defined below) (including the Schedules hereto), where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

“**Agreement**” means this underwriting agreement dated May 25, 2021 between the Company and the Underwriter, as the same may be supplemented, amended and/or restated from time to time;

“**Alternative Transaction**” has the meaning ascribed thereto in Section 18 of this Agreement;

“**Altum**” means Altum Pharmaceuticals Inc.;

“**Altum Acquisition**” means the acquisition described in the Company’s business acquisition report dated March 15, 2021;

“**Ancillary Documents**” means all agreements, indentures (including the Warrant Indenture), certificates (including the certificates, if any, representing the Offered Units, Shares, Warrants and the Compensation Options), officer’s certificates, notices and other documents executed and delivered, or to be executed and delivered, by the Company in connection with the Offering, whether pursuant to Applicable Securities Laws or otherwise;

“**Applicable Anti-Money Laundering Laws**” has the meaning ascribed thereto in Section 8(www) of this Agreement;

“**Applicable Laws**” means, in relation to any person or persons, the Applicable Securities Laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guidance document that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

“**Applicable Regulatory Laws**” means all statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority, applicable to the development, testing (including clinical and pre-clinical trials), manufacturing, market authorization, packaging, labeling, advertising, importation, storage, post-market monitoring, distribution or sale of the Products;

“**Applicable Securities Laws**” means all applicable securities laws in each of the Qualifying Jurisdictions and the respective rules, regulations, instruments (including national and multilateral instruments), blanket orders, blanket rulings, instruments, fee schedules and prescribed forms under such laws together with applicable published policies, policy statements and notices of the Securities Commissions in the Qualifying Jurisdictions and the rules and policies of the CSE;

“**Assets and Properties**” with respect to any person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned, licensed or leased by or in the possession of such person;

“**BCBCA**” means the *Business Corporations Act* (British Columbia);

“**BCSC**” means the British Columbia Securities Commission;

“**Beneficiaries**” has the meaning ascribed thereto in Section 13(c) of this Agreement;

“**Business Day**” means a day, other than a Saturday, a Sunday or a day on which chartered banks are not open for business in Vancouver, British Columbia and Toronto, Ontario;

“**CDS**” means CDS Clearing and Depository Services Inc.;

“**Claims**” and “**Claim**” have the meanings ascribed thereto in Section 13(a) of this Agreement;

“**Closing Date**” means May 28, 2021 or such earlier or later date as may be agreed to in writing by the Company and RCC, each acting reasonably;

“**Closing Time**” means 8:30 a.m. (Toronto time) on the Closing Date or Option Closing Date, as applicable, or such other time on the Closing Date or Option Closing Date, as applicable, as may be agreed to in writing by the Company and RCC;

“**Closing**” means the closing of the Offering;

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

“**CSE**” means the Canadian Securities Exchange;

“**Disclosure Record**” means the Company’s prospectuses, annual reports, annual and interim financial statements, annual information forms, business acquisition reports, management discussion and analysis of financial condition and results of operations, information circulars, material change reports, press releases and all other information or documents required to be filed or furnished by the Company under Applicable Securities Laws which have been publicly filed or otherwise publicly disseminated by the Company;

“**distribution**” means distribution or distribution to the public, as the case may be, for the purposes of the Applicable Securities Laws;

“**Documents Incorporated by Reference**” means the documents specified in the Preliminary Short Form Base Shelf Prospectus, Final Short Form Base Shelf Prospectus or any Supplementary Material, as the case may be, as being incorporated therein by reference or which are deemed to be incorporated therein by reference pursuant to Applicable Securities Laws;

“**Eligible Issuer**” means an issuer which meets the criteria and has complied with the requirements of NI 44-101 and NI 44-102 so as to be qualified to offer securities by way of a short form base shelf prospectus and prospectus supplement thereto under Applicable Securities Laws;

“**Encumbrance**” means any charge, mortgage, lien, pledge, claim, restriction, security interest or other encumbrance whether created or arising by agreement, statute or otherwise pursuant to any Applicable Laws, attaching to property, interests or rights;

“**Final Receipt**” means the Passport Receipt for the Final Short Form Base Shelf Prospectus;

“**Final Short Form Base Shelf Prospectus**” means the final short form base shelf prospectus of the Company dated April 26, 2021 and filed with the Securities Commissions for the purpose of qualifying the distribution in the Qualifying Jurisdictions of the securities as described therein

under the Applicable Securities Laws of the Qualifying Jurisdiction, including all documents incorporated therein by reference and any Supplementary Material;

“financial information” means the Financial Statements and certain other financial information of the Company and the Altum Acquisition (including financial forecasts, auditors’ reports, accounting data, management’s discussion and analysis of financial condition and results of operations) included or incorporated by reference in the Prospectus and any Supplementary Materials;

“Financial Statements” means, collectively, the (i) audited consolidated financial statements of the Company incorporated by reference in the Offering Documents as at and for the financial year ended January 31, 2020 (which financial statements include comparative financial information for the 2019 financial year), together with the report of MNP LLP on those financial statements, and including the notes with respect to those financial statements; (ii) the unaudited condensed consolidated interim financial statements of the Company incorporated by reference in the Offering Documents as at and for the three and nine months ended October 31, 2020 (which financial statements include comparative financial information for the comparable periods in 2019), and including the notes with respect to those financial statements; and (iii) the financial statements in respect of the Altum Acquisition;

“Governmental Authority” means any governmental authority and includes, without limitation, any international, national, federal, state, provincial or municipal government or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions on behalf of a governmental authority or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“Governmental Licences” has the meaning ascribed thereto in Section 8(ddd) of this Agreement;

“Hazardous Substances” has the meaning ascribed thereto in Section 8(uu);

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board, which were adopted by the Canadian Accounting Standards Board as Canadian generally accepted accounting principles applicable to publicly accountable enterprises;

“Indemnified Parties” and **“Indemnified Party”** have the meanings ascribed thereto in Section 13(a) of this Agreement;

“Intellectual Property” shall mean all of the following which is owned by, issued to or licensed to the Company and/or any Subsidiary, or other rights of the Company and/or any Subsidiary to use the following: (i) rights in any patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) anywhere in the world and any re-issue, continuation, continuation-in-part, revision, extension or re-examination thereof; (ii) trademarks, service marks, trade-names, business names, certification marks, logos, slogans, Internet domain names, distinguishing marks and guises, rights protecting goodwill and reputation and corporate names together with all the goodwill associated therewith, including, without limitation, the use of the current corporate name and any registrations and applications therefor, anywhere in the world, whether or not registered or registrable; (iii) copyrights (including performance rights) to any original works of art or authorship (including, without limitation, web sites, source code and graphics) which are fixed in any medium of expression,

including copyright registrations and applications therefor, anywhere in the world, whether or not registered or registrable; (iv) all registrations, applications, and renewals for any of the foregoing, whether registrable or unregistrable; (v) trade secrets, know how (including unpatented and/or unpatentable proprietary information, systems or procedures), show-how, proprietary knowledge and other confidential information; (vi) any and all industrial design rights, industrial designs, design patents, industrial design or design patent registrations and applications therefor, anywhere in the world, whether or not registered or registrable; (vii) information technologies, whether registrable or unregistrable; (viii) other intellectual property; (ix) all copies and tangible embodiments of the foregoing; and (x) any license rights or other rights of use of any of the foregoing;

“**Letter Agreement**” means the letter agreement between the Company and RCC dated May 20, 2021;

“**Licensed IP**” means the Intellectual Property that is necessary and material to the business of the Company and the Subsidiaries as presently conducted or as proposed to be conducted and that is owned by any person other than the Company or any Subsidiary;

“**Losses**” has the meaning ascribed thereto in Section 13(a) of this Agreement;

“**marketing materials**” and “**template version**” shall have their respective meanings ascribed thereto in NI 41-101;

“**Material Adverse Effect**” means any event, fact, circumstance, development, occurrence or state of affairs that is materially adverse to the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations of the Company and the Subsidiaries, taken as a whole, whether or not arising in the ordinary course of business;

“**material change**” has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

“**material fact**” has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

“**misrepresentation**” has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

“**NI 44-101**” means National Instrument 44-101 – *Short Form Prospectus Distributions* of the Canadian Securities Administrators;

“**NI 44-102**” means National Instrument 44-102 – *Shelf Distributions* of the Canadian Securities Administrators;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

“**Offering Documents**” means, collectively, the Preliminary Short Form Base Shelf Prospectus, the Final Short Form Base Shelf Prospectus, the Prospectus Supplement and any Supplementary Material;

“Passport Receipt” means a receipt issued by the BCSC as principal regulator pursuant to the Passport System and which also evidences the receipt or the deemed receipt of the Securities Commissions of the Qualifying Jurisdictions for the Preliminary Short Form Base Shelf Prospectus or the Final Short Form Base Shelf Prospectus, as the case may be;

“Passport System” means the passport system procedures provided for under National Policy 11-202 - *Process for Prospectus Reviews in Multiple Jurisdictions* of the Canadian Securities Administrators;

“person” shall be broadly interpreted and shall include an individual, firm, corporation, syndicate, partnership, trust, association, unincorporated organization, joint venture, investment club, government or agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;

“Preliminary Receipt” means the Passport Receipt for the Preliminary Short Form Base Shelf Prospectus;

“Preliminary Short Form Base Shelf Prospectus” means the preliminary short form base shelf prospectus of the Company dated March 23, 2021 and filed with the Securities Commissions for the purpose of qualifying the distribution in the Qualifying Jurisdictions of the securities as described therein under the Applicable Securities Laws of the Qualifying Jurisdictions, including all of the Documents Incorporated by Reference and any Supplemental Material;

“Products” means the nutraceuticals and pharmaceutical products under development, manufactured and/or marketed by the Company or which are or will be undergoing testing, pre-clinical trials and/or clinical trials;

“Prospectus Supplement” means the prospectus supplement of the Company to be dated the date hereof, filed with the Securities Commissions for the purposes of qualifying the distribution in the Qualifying Jurisdictions of the Offered Units under Applicable Securities Laws of the Qualifying Jurisdictions, including all of the Documents Incorporated by Reference and any Supplementary Material;

“Prospectus” means, together, the Final Short Form Base Shelf Prospectus and the Prospectus Supplement, including all of the Documents Incorporated by Reference;

“Qualification” has the meaning ascribed thereto in Section 8(bb) of this Agreement;

“Qualifying Jurisdictions” means Alberta, British Columbia and Ontario;

“Securities Commission” means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions and **“Securities Commissions”** means all of them;

“SEDAR” means the System for Electronic Document Analysis and Retrieval;

“Selling Firm” has the meaning ascribed thereto in Section 4(a) of this Agreement;

“SR&ED” has the meaning ascribed thereto in Section 8(ttt) of this Agreement;

“Standard Listing Conditions” has the meaning ascribed thereto in Section 7(a) of this Agreement;

“**Subsequent Disclosure Documents**” means any annual and/or interim financial statements, management’s discussion and analysis of financial condition and results of operations, information circulars, annual information forms, material change reports, business acquisition reports or other documents issued by the Company after the date of this Agreement that are required by Applicable Securities Laws of the Qualifying Jurisdictions to be incorporated by reference into the Offering Documents;

“**Subsidiaries**” means those entities that would be a “subsidiary” of the Company pursuant to the Applicable Laws of the Province of British Columbia and includes (i) Altum Pharmaceuticals Inc., (ii) Pivot-Cartagena Joint Venture Inc., (iii) Blife Therapeutics Inc., (iv) Thrudermic, LLC, (v) BetterLife Pharma US Inc., (vi) BetterLife EUROPE Pharmaceuticals AG, (vii) Solmic AG, (viii) Altum S1M US Corp., (ix) Altum Pharma (Australia) Pty Ltd., and (x) Altum Pharmaceuticals (HK) Limited;

“**Supplementary Material**” means, collectively, any documents supplemental to the Prospectus including any amending or supplemental prospectus or other supplemental documents (including documents incorporated or deemed to be incorporated by reference in the Prospectus after the date of the Prospectus Supplement) or similar documents; and

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder.

Other

- (a) Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus Supplement.
- (b) Any reference in this Agreement to a Section shall refer to a section of this Agreement.
- (c) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and/or pronoun.
- (d) Any reference in this Agreement to “\$” or to “dollars” shall refer to the lawful currency of Canada, unless otherwise specified.
- (e) Where any representation or warranty contained in this Agreement or any Ancillary Document is expressly qualified by reference to the “**knowledge**” of the Company or “**the best of the Company’s knowledge**”, or where any other reference is made herein or in any Ancillary Document to the “**knowledge**” of the Company, it shall be deemed to refer to the actual knowledge of (i) Ahmad Doroudian, the Chief Executive Officer of the Company, (ii) Moira Ong, the Chief Financial Officer of the Company, and (iii) Hooshmand Sheshbaradaran, the Chief Operating Officer of the Company, of the facts or circumstances to which such phrase relates, after having made reasonable enquiry in connection with such facts and circumstances that would ordinarily be made by officers of similar sized companies (which for greater certainty shall exclude any due diligence reports or materials prepared by the Underwriter or their counsel).

2. Nature of Transaction

Each purchaser who is resident in a Qualifying Jurisdiction shall purchase the Offered Units pursuant to the Prospectus. Each other purchaser not resident in a Qualifying Jurisdiction, or

located outside of a Qualifying Jurisdiction, shall purchase Offered Units, which have been qualified by the Prospectus in Canada, only on a private placement basis under the applicable securities laws of the jurisdiction in which the purchaser is resident or located, in accordance with such procedures as the Company and the Underwriter may mutually agree, acting reasonably, in order to fully comply with Applicable Laws and the terms of this Agreement. The Company hereby agrees to comply with all Applicable Securities Laws on a timely basis in connection with the distribution of the Offered Units and the Company shall execute and file with the Securities Commissions all forms, notices and certificates relating to the Offering required to be filed pursuant to Applicable Securities Laws in the Qualifying Jurisdictions within the time required, and in the form prescribed, by Applicable Securities Laws in the Qualifying Jurisdictions. The Company also agrees to file within the periods stipulated under Applicable Laws outside of Canada and at the Company's expense all private placement forms required to be filed by the Company in connection with the Offering and pay all filing fees required to be paid in connection therewith so that the distribution of the Offered Units outside of Canada may lawfully occur without the necessity of filing a prospectus or any similar document under the Applicable Laws outside of Canada. The Underwriter agrees to offer the Offered Units for sale only in the Qualifying Jurisdictions and, subject to the written consent of the Company (acting reasonably), in such jurisdictions outside of the Qualifying Jurisdictions where permitted by and in accordance with Applicable Securities Laws and the applicable securities laws of such other jurisdictions, and provided that in the case of jurisdictions other than the Qualifying Jurisdictions, the Company shall not be required to become registered or file a prospectus or registration statement or similar document in such jurisdictions and the Company does not thereafter become subject to any continuous disclosure requirements in such jurisdiction.

3. Filing of Prospectus

- (a) The Company shall no later than 5:00 p.m. (Vancouver time) on May 25, 2021 have prepared and filed the Prospectus Supplement and other required documents with the Securities Commissions under the Applicable Securities Laws, elected to use the Passport System and designated the BCSC as the principal regulator thereunder, and otherwise fulfilled all legal requirements to qualify the Offered Units for distribution to the public in Qualifying Jurisdictions through the Underwriter or any other registered dealer in the applicable Qualifying Jurisdictions.
- (b) During the period of distribution of the Offered Units, the Company will promptly take, or cause to be taken, any additional steps and proceedings that may from time to time be required under the Applicable Securities Laws, or requested by RCC, to continue to qualify the distribution of the Offered Units in the Qualifying Jurisdictions.
- (c) Prior to the filing of Prospectus Supplement and thereafter, during the period of distribution of the Offered Units, including prior to the filing of any Supplementary Material, the Company shall allow the Underwriter to review and comment on such documents and shall allow the Underwriter to conduct all due diligence investigations (including through the conduct of oral due diligence sessions at which management of the Company, the chair of the Company's audit committee, its current and former auditors, legal counsel and other applicable experts are present) which it may reasonably require in order to fulfill its obligations as underwriter in order to enable it to execute the certificate required to be executed by it at the end of the Offering Documents. Without limiting the scope of the due diligence inquiry the Underwriter (or its counsel) may conduct, the Company shall use its best efforts to make available its directors, senior management, auditors and legal counsel to answer any questions which the Underwriter may have and

to participate in one or more due diligence sessions to be held prior to filing of any Supplementary Material.

4. **Distribution and Certain Obligations of the Underwriter**

- (a) The Underwriter shall, and shall require any investment dealer (other than the Underwriter) with which the Underwriter has a contractual relationship in respect of the distribution of the Offered Units (each, a “**Selling Firm**”) to agree to, comply with the Applicable Securities Laws in connection with the distribution of the Offered Units and shall offer the Offered Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriter shall, and shall require any Selling Firm to agree to, offer for sale to the public and sell the Offered Units only in those jurisdictions where they may be lawfully offered for sale or sold and shall seek the prior written consent of the Company, such consent not to be unreasonably withheld, regarding the jurisdictions other than the Qualifying Jurisdictions, where the Offered Units are to be offered and sold. The Underwriter shall: (i) use all commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Units as soon as reasonably practicable; and (ii) as soon as practicable after the completion of the distribution of the Offered Units, and in any event within 30 days after the later of the Closing Date or the last Option Closing Date, notify the Company thereof and provide the Company with a breakdown of the number of Offered Units distributed in the Qualifying Jurisdictions.
- (b) For the purposes of this Section 4, the Underwriter shall be entitled to assume that the Offered Units are qualified for distribution in any Qualifying Jurisdiction where a Final Receipt or similar document for the Final Short Form Base Shelf Prospectus shall have been obtained from or deemed issued by the applicable Securities Commission and where the Prospectus Supplement has been filed, unless otherwise notified in writing by the Company.
- (c) During the distribution of the Offered Units, other than the Offering Documents, the press release announcing the Offering, the term sheet attached as Schedule “B” to the Letter Agreement (which term sheet the Company and the Underwriter agree is a “template version” within the meaning of NI 44-101 of such marketing materials), the Underwriter shall not provide any potential investor with any materials or written communication in relation to the distribution of the Offered Units. The Company and the Underwriter covenant and agree (i) not to provide any potential investor of Offered Units with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Securities Commissions on or before the day such marketing materials are first provided to any potential investor of Offered Units, (ii) not to provide any potential investor in the Qualifying Jurisdictions with any materials or information in relation to the distribution of the Offered Units or the Company other than (a) such marketing materials that have been approved and filed in accordance with NI 44-101, (b) the Offering Documents, and (c) any “standard term sheets” (within the meaning of Applicable Securities Laws) approved in writing by the Company and RCC, and (iii) that any marketing materials approved and filed in accordance with NI 44-101 and any standard term sheets approved in writing by the Company and RCC shall only be provided to potential investors in the Qualifying Jurisdictions.

5. Deliveries on Filing and Related Matters

- (a) The Company shall deliver to the Underwriter:
- (i) concurrently with the filing of the Prospectus Supplement, a copy of each of the Final Short Form Base Shelf Prospectus and the Prospectus Supplement, signed by the Company as required by Applicable Securities Laws;
 - (ii) concurrently with the filing thereof, a copy of any Supplementary Material required to be filed by the Company in compliance with Applicable Securities Laws;
 - (iii) concurrently with the filing of the Prospectus Supplement with the Securities Commissions, a “long form” comfort letter dated the date of the Prospectus Supplement, in form and substance satisfactory to the Underwriter, acting reasonably, addressed to the Underwriter and the directors of the Company from the current auditor of the Company and from the auditor of the Financial Statements in respect of the Altum Acquisition, with respect to the Financial Statements and other financial and accounting information relating to the Company and Altum contained or incorporated by reference in the Prospectus, which letter shall be based on a review by such auditors within a cut-off date and based on a review of not more than two Business Days prior to the date of the letter, which letter shall be in addition to any auditors’ comfort and consent letters addressed to the Securities Commissions in the Qualifying Jurisdictions;
 - (iv) prior to the filing of the Prospectus Supplement with the Securities Commissions, copies of correspondence demonstrating that Company has applied to list the Offered Units on the CSE; and
 - (v) copies of all other documents resulting or related to the Company taking all other steps and proceedings that may be necessary in order to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions by the Underwriter and other persons who are registered in a category permitting them to distribute the Offered Units under Applicable Securities Laws and who comply with such Applicable Securities Laws.

(b) ***Supplementary Material***

If applicable, the Company shall also prepare and deliver promptly to the Underwriter signed copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation or deemed incorporation by reference in the Prospectus of any Subsequent Disclosure Document, the Company shall deliver to the Underwriter, with respect to such Supplementary Material or Subsequent Disclosure Document, comfort letters from the auditors substantially similar to the letters referred to in Section 5(a)(iii).

(c) ***Representations as to Prospectus and Supplementary Material***

Each delivery to the Underwriter of any Offering Document by the Company shall constitute the representation and warranty of the Company to the Underwriter that:

- (i) all information and statements (except information and statements relating solely to and provided in writing by the Underwriter for inclusion in the Prospectus Supplement or any Supplementary Material) contained and incorporated by reference in such Offering Documents, are, at their respective dates, and, if applicable, the respective dates of filing, of such Offering Documents, true and correct in all material respects and contain no misrepresentation and, on the respective dates of such Offering Documents, constitute full, true and plain disclosure of all material facts relating to the Company and the Offered Units, Shares, Warrants and Warrant Shares as required by Applicable Securities Laws of the Qualifying Jurisdictions;
- (ii) no material fact or information (except facts or information relating solely to and provided in writing by the Underwriter for inclusion in the Prospectus Supplement or any Supplementary Material) has been omitted from any Offering Document which is required to be stated therein or is necessary to make the statements therein not misleading in the light of the circumstances in which they were made; and
- (iii) each of such Offering Documents complies with the requirements of the Applicable Securities Laws of the Qualifying Jurisdictions.

Such deliveries shall also constitute the Company's consent to the Underwriter and any Selling Firm's use of the Offering Document in connection with the distribution of the Offered Units in compliance with this Agreement.

(d) ***Delivery of Prospectus and Related Matters***

The Company will cause to be delivered to the Underwriter, at those delivery points as the Underwriter reasonably requests, as soon as possible and in any event no later than 12:00 noon (Toronto time) on the next Business Day, in each case following the day on which the Company has filed the Prospectus Supplement with the Securities Commissions, and thereafter from time to time during the distribution of the Offered Units, as many commercial copies of the Prospectus as the Underwriter may reasonably request, and within two Business Days after the Securities Commissions issue receipts for or accept for filing, as the case may be, any Supplemental Material. Each delivery of any of the Offering Documents will have constituted or will constitute, as the case may be, consent of the Company to the use by the Underwriter and any Selling Firms of those documents in connection with the distribution and sale of the Offered Units in all of the Qualifying Jurisdictions.

(e) ***Press Releases***

Neither the Company, nor the Underwriter, shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable laws or stock exchange rules. For greater certainty, during the period commencing on the date hereof and until completion of the distribution of the Offered Units, the Company will promptly provide to the Underwriter drafts of any press releases of the Company for review and comment by the Underwriter and the Underwriter's counsel prior to issuance, provided that any such review will be completed in a timely manner, and the Company will incorporate in such press releases all reasonable comments of the Underwriter. To deal with the

possibility that the Initial Units and Additional Units may be offered and sold to persons that are, or are acting for the account or benefit of, purchasers in the United States or United States persons, any such press release shall contain a legend in substantially the following form: “NOT INTENDED FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES.”

6. Material Change

- (a) The Company shall promptly inform the Underwriter (and promptly confirm such notification in writing) during the period prior to the Underwriter notifying the Company of the completion of the distribution of the Offered Units in accordance with Section 4(a) hereof of the full particulars of:
 - (i) any material change whether actual, anticipated, contemplated, threatened or proposed in the Company or any Subsidiary or in any of their respective businesses, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations or in the Offering;
 - (ii) any material fact which has arisen or has been discovered or any new material fact that would have been required to have been stated in the Offering Documents had that fact arisen or been discovered on or prior to the date of any of the Offering Documents;
 - (iii) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained or incorporated by reference in the Offering Documents or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, including as a result of any of the Offering Documents containing or incorporating by reference therein an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statement therein not false or not misleading in the light of the circumstances in which it was made, or which could result in any of the Offering Documents not complying with the Applicable Securities Laws of any Qualifying Jurisdiction;
 - (iv) any notice by any governmental, judicial or regulatory authority requesting any information, meeting or hearing relating to the Company or the Offering; or
 - (v) any other event or state of affairs that may be relevant to the Underwriter's due diligence investigations.
- (b) Subject to Section 6(d), the Company will prepare and file promptly (and, in any event, within the time prescribed by Applicable Securities Laws) any Supplementary Material which may be necessary under the Applicable Securities Laws, and the Company will prepare and file promptly at the request of the Underwriter any Supplementary Material which, in the opinion of the Underwriter, acting reasonably, may be necessary or advisable, and will otherwise comply with all legal requirements necessary, to continue to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions.

- (c) During the period commencing on the date hereof until the Underwriter notifies the Company of the completion of the distribution of the Offered Units, the Company will promptly inform the Underwriter in writing of the full particulars of:
- (i) any request of any Securities Commission for any amendment to any Offering Document or for any additional information in respect of the Offering or the Company;
 - (ii) the receipt by the Company of any material communication, whether written or oral, from any Securities Commission, the CSE or any other competent authority, relating to the Offering Documents, the distribution of the Offered Units, Compensation Options, Shares, Warrants, Warrant Shares, or the Company;
 - (iii) any notice or other correspondence received by the Company from any Governmental Authority and any requests from such bodies for information, a meeting or a hearing relating to the Company, any Subsidiary, the Offering, the issue and sale of the Offered Units, Compensation Options, Shares, Warrants, Warrant Shares, or any other event or state of affairs that could, individually or in the aggregate, have a Material Adverse Effect; or
 - (iv) the issuance by any Securities Commission, the CSE or any other competent authority, including any other Governmental Authority, of any order to cease or suspend trading or distribution of any securities of the Company (including Offered Units, Shares, Warrants, Warrant Shares or Compensation Options) or of the institution, threat of institution of any proceedings for that purpose or any notice of investigation that could potentially result in an order to cease or suspend trading or distribution of any securities of the Company (including Offered Units, Shares, Warrants, Warrant Shares or Compensation Options).
- (d) In addition to the provisions of Sections 6(a), 6(b) and 6(c) hereof, the Company shall in good faith discuss with the Underwriter any circumstance, change, event or fact contemplated in Sections 6(a), 6(b) or 6(c) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriter under Sections 6(a), 6(b) or 6(c) hereof and shall consult with the Underwriter with respect to the form and content of any Supplementary Material proposed to be filed by the Company, it being understood and agreed that any such Supplementary Material shall not be filed with any Securities Commission prior to the review and approval thereof by the Underwriter and its counsel, acting reasonably.

7. Regulatory Approvals

- (a) Prior to the Closing, the Company shall file or cause to be filed with the CSE all necessary documents and shall take or cause to be taken all necessary steps to ensure that the Company has obtained all necessary approvals for the Shares and the Warrant Shares to be conditionally listed on the CSE subject only to the satisfaction by the Company of such customary and standard post-closing conditions imposed by the CSE in similar circumstances and set forth in a letter of the CSE addressed to the Company if any, and CSE's policies (the "**Standard Listing Conditions**").

- (b) The Company will make all necessary filings and obtain all necessary regulatory consents and approvals (if any), and the Company will pay all filing, exemption and other fees required to be paid in connection with the transactions contemplated in this Agreement.

8. Representations and Warranties of the Company

The Company represents and warrants to the Underwriter, and acknowledges that the Underwriter is relying on such representations and warranties in purchasing the Offered Units, that:

- (a) the Company: (i) has been duly incorporated, amalgamated, continued or organized and is validly existing as a company in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization, and has the corporate power, capacity and authority to own, lease and operate its property and assets, to conduct its business as now conducted and as currently proposed to be conducted and to carry out the provisions hereof; and (ii) where required, has been duly qualified as an extra-provincial or foreign corporation 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 any business unless the failure to so qualify in any such jurisdiction would not, individually or in the aggregate, have a Material Adverse Effect;
- (b) the Company has no subsidiaries and no investment in any person other than the Subsidiaries. The only Subsidiary which is material to the Company (on a consolidated basis) is Altum Pharmaceuticals Inc. and, except for Altum Pharmaceuticals Inc., none of the Subsidiaries is or would be material to the business and affairs of the Company (on a consolidated basis). The Subsidiaries are the only subsidiaries of the Company. The Company is the direct or indirect registered and beneficial owner of all of the issued and outstanding shares and other voting securities of each Subsidiary, in each case free and clear of all Encumbrances or adverse interests whatsoever, and no person, firm, corporation or entity has any agreement, option, right or privilege (whether pre-emptive or contractual);
- (c) each Subsidiary: (i) has been duly incorporated, amalgamated, continued or organized and is validly existing as a company in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization and has the corporate power, capacity and authority to own, lease and operate its property and assets, to conduct its business as now conducted and as currently proposed to be conducted and to carry out the provisions hereof; and (ii) where required, has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases property, or conducts any business and is not precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (d) each of the Company and the Subsidiaries (i) has conducted and has been conducting its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which its business is carried on or in which its services are provided and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Applicable Laws, (ii) is not in breach or violation of any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Company or any Subsidiary, as applicable, and (iii) holds all, and are not in breach of any, material Governmental Licences that enable its business to be carried on as now conducted in each of the

jurisdictions it carries on business and enable it to own, lease or operate its Assets and Properties, and none of the Subsidiaries nor, to the knowledge of the Company, any other person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing such Subsidiaries' dissolution or winding up;

- (e) none of the Company or any Subsidiary has been served with or otherwise received notice of any legal or governmental proceedings and there are no legal or governmental proceedings (whether or not purportedly on behalf of the Company) pending to which the Company or any Subsidiary is a party or of which any property or assets of the Company or any Subsidiary is the subject which is reasonably likely, individually or in the aggregate, to have a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the consummation by the Company of the transactions contemplated by this Agreement and, to the best of the Company's knowledge, no such proceedings have been threatened or contemplated by any Governmental Authority or any other parties;
- (f) the Company owns no real property and has no premises which are material to the Company or any Subsidiary and which the Company or any Subsidiary occupies as tenant. Any real property or building held under lease by the Company or any Subsidiary, which is material, individually or in the aggregate, to the Company or any Subsidiary, is held by it under valid and subsisting leases enforceable against the respective lessors thereof with such exceptions as are not material, individually or in the aggregate, to the Company;
- (g) the Company and each Subsidiary is the absolute legal and beneficial owner, and has good and valid title to, all of the material property or assets thereof as described in the Disclosure Record free and clear of all Encumbrances and defects of title except such as are disclosed in the Disclosure Record or such as are not material, individually or in the aggregate, to the Company or any Subsidiary, and (A) no other material property or assets are necessary for the conduct of the business of the Company or any Subsidiary as currently conducted, (B) the Company has no knowledge of any claim or the basis for any claim that might or could materially and adversely affect the right of the Company or any Subsidiary to use, transfer or otherwise exploit such property or assets, and (C) neither the Company nor the Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof;
- (h) the Financial Statements in respect of the Company:
 - (i) have been prepared in accordance with Applicable Securities Laws and IFRS, applied on a consistent basis throughout the periods referred to therein, except as otherwise disclosed therein;
 - (ii) present fairly, in all material respects, the financial position and condition of the Company and the Subsidiaries on a consolidated basis as at the dates thereof and the results of its operations and the changes in its shareholder's equity and cash flows for the periods then ended, and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company and the Subsidiaries on a consolidated basis in accordance with IFRS, and do not contain a misrepresentation; and

- (iii) have been audited (in the case of the annual financial statements comprising the Financial Statements) by independent public accountants within the meaning of Applicable Securities Laws and the rules of the Chartered Professional Accountants of Canada;
- (i) the Financial Statements in respect of the Altum Acquisition present fairly, in all material respects, the financial position and condition of Altum as at the dates thereof and the results of its operations and the changes in its shareholder's equity and cash flows for the periods then ended, and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of Altum, and do not contain a misrepresentation;
- (j) the accountants who audited or reviewed (as the case may be) the Financial Statements are independent with respect to the Company within the meaning of Applicable Securities Laws and there has not been any "reportable event" (within the meaning of NI 51-102) with the current auditors or any former auditors of the Company during the past five (5) financial years;
- (k) there are no material liabilities of the Company whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Financial Statements, except for liabilities incurred in the ordinary course of business since October 31, 2020, and which liabilities would not, individually or in the aggregate, have a Material Adverse Effect;
- (l) the audit committee's responsibilities and composition comply with National Instrument 52-110 - *Audit Committees*;
- (m) except as disclosed in the Disclosure Record, none of the directors, executive officers or shareholders who beneficially own, directly or indirectly, or exercise control or direction over, more than 10% of the outstanding Common Shares or any known associate or affiliate of any such person, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such person) with the Company which, as the case may be, materially affects, is material to or will materially affect the Company and its Subsidiaries on a consolidated basis;
- (n) the Company and each Subsidiary has duly and on a timely basis filed all foreign, federal, state, provincial, territorial, local and municipal tax returns required to be filed by it, has paid, collected, withheld and remitted all taxes due and payable or required to be collected, withheld and remitted by the Company and the Subsidiaries, respectively, and has paid all assessments and reassessments in respect of all taxes and all other governmental charges, including penalties, interest and other fines due and payable by it and which are claimed by any Governmental Authority to be due and owing; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any tax, governmental charge or deficiency by the Company or by any Subsidiary; there are no audits, actions, suits, proceedings, investigations or claims in progress or pending or, to the best of the Company's knowledge, threatened against the Company or any Subsidiary in respect of taxes or other governmental charges which, if determined adversely, could individually or in the aggregate have a Material Adverse Effect; the Company and each of the Subsidiaries have established on their books and records reserves that are adequate for

the payment of all taxes and other governmental charges including penalties, interest and other fines not yet due and payable and there are no liens for such taxes and other amounts on the assets of the Company or any of the Subsidiaries, and, to the best of the Company's knowledge, there are no audits pending of the tax returns of the Company or any of the Subsidiaries (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authority of any deficiency that could, individually or in the aggregate, have a Material Adverse Effect;

- (o) the Company and/or the Subsidiaries own, or have obtained valid and enforceable licenses for, or other rights to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit, the Intellectual Property including, for greater certainty, the Intellectual Property described in the Disclosure Record; the Company has no knowledge that the Company or any Subsidiary lacks or will be unable to obtain any rights or licenses to use or otherwise exploit all Intellectual Property used for the conduct of the business of the Company and/or the Subsidiaries (including the commercialization of the Company's products and services candidates) as described in the Disclosure Record; no third parties have rights to any Intellectual Property of the Company or any Subsidiary, except as disclosed in the Disclosure Record or except for the ownership rights of the owners of the Licensed IP or except for any licenses of use granted by the Company and/or any Subsidiary therein; there is no pending or, to the best of the Company's knowledge, threatened or ongoing action, suit, proceeding or claim by others challenging the validity or enforceability of any Intellectual Property or the Company's or any Subsidiary's rights in or to any Intellectual Property, the Company has no knowledge of any facts which form a reasonable basis for any such claim, and to the best of the Company's knowledge, there has been no finding of unenforceability or invalidity of the Intellectual Property; to the best of the Company'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 of the Company or any Subsidiary; and to the best of the Company's knowledge, there is no prior art that necessarily renders any patent application owned by the Company or any Subsidiary unpatentable that has not been disclosed to the US Patent and Trademark Office or any similar office in Canada or any other jurisdiction;
- (p) other than Licensed IP, the Company and/or the Subsidiaries are the legal and beneficial owners of, have good and marketable title to, and own all right, title and interest in and to all Intellectual Property free and clear of all Encumbrances or adverse interests whatsoever, covenants, conditions, options to purchase and restrictions or other adverse claims of any kind or nature, and the Company has no knowledge of any claim of adverse ownership in respect thereof; 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 and none of the Intellectual Property of the Company or any Subsidiary comprises an improvement to Licensed IP that would give any person any rights to any such Intellectual Property, including, without limitation, rights to license any such Intellectual Property;
- (q) neither the Company nor any of the Subsidiaries has received any notice or claim (whether written, oral or otherwise) challenging the ownership or right to use or otherwise exploit any of the Intellectual Property or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto,

nor is there a reasonable basis for any claim that any person other than the Company and the Subsidiaries have any claim of legal or beneficial ownership or other claim or interest in any of the Intellectual Property;

- (r) the Company and its Subsidiaries have used commercially reasonable efforts to maintain and protect the Intellectual Property owned by the Company 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 Company 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 Company and/or a Subsidiary all rights, title and interest in and to any such Intellectual Property, and including with respect to all copyrightable Intellectual Property, securing from such employees, consultants and/or contractors waivers of moral rights in writing in favour of the Company, the Subsidiaries and their successors, assignees and licensees)); there are no oppositions, cancellations, invalidity proceedings, interferences or re-examination proceedings pending with respect to any Intellectual Property owned by the Company and/or any Subsidiary or, to the best of the Company's knowledge, threatened or ongoing; all applications for registration of any Intellectual Property owned by the Company and/or any Subsidiary have been properly filed and have been pursued by the Company and the Subsidiaries in the ordinary course of business, and neither the Company nor any of the Subsidiaries has received any notice (whether written, oral or otherwise) indicating that any application for registration of the Intellectual Property owned by the Company and/or any Subsidiary has been finally rejected or denied by the applicable reviewing authority except for any rejection or denial that would not, individually or in the aggregate, have a Material Adverse Effect;
- (s) to the best of the Company's knowledge, the conduct of the business of the Company and the Subsidiaries (including, without limitation, the clinical trials and development of their respective Products and services, or the use or other exploitation of the Intellectual Property by the Company, the Subsidiaries or any customers, distributors or other licensees thereof) has not infringed, violated, misappropriated or otherwise conflicted with (and does not infringe, violate, misappropriate or otherwise conflict with) any Intellectual Property right of any person; there is no pending, threatened, or ongoing 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 Company, 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 others, and the Company has no knowledge of any facts which form a reasonable basis for any such claim;
- (t) to the best of the Company's knowledge, no person has infringed or misappropriated, or is infringing or misappropriating, any rights of the Company and/or any Subsidiary in or to the Intellectual Property;
- (u) the Company has entered into valid and enforceable written agreements pursuant to which the Company has been granted all licenses and permissions to use, reproduce, sub-license, sell, modify, update, enhance or otherwise exploit the Licensed IP to the extent required to conduct the business of the Company 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). All license agreements in respect of Licensed IP are in full force and effect and none of the Company, any of the Subsidiaries or to the best of the Company's knowledge, any other person, is in default of its obligations thereunder;

- (v) 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, contract counterparty, or other customer of the Company or any of the Subsidiaries), the Company 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 Company, any of the Subsidiaries or, to the best of the Company's knowledge, any other person, is in default of its obligations thereunder;
- (w) the Company is a reporting issuer in British Columbia, Alberta and Ontario, is not in default under the Applicable Securities Laws of the Qualifying Jurisdictions and is not on the list of defaulting issuers maintained by the applicable Securities Commissions in the Qualifying Jurisdictions;
- (x) the Offering satisfies the requirements of the undertaking provided by the Company to the BCSC dated April 26, 2021;
- (y) the Company is in compliance with its timely and continuous disclosure obligations under the Applicable Securities Laws of each of the Qualifying Jurisdictions and the policies, rules and regulations of the CSE and, without limiting the generality of the foregoing, there has not occurred any material change (actual, anticipated, contemplated or threatened) in the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, assets, properties, condition (financial or otherwise), results of operations or control of the Company and the Subsidiaries taken as a whole since February 1, 2018 which has not been set forth in the Disclosure Record or otherwise publicly disclosed on a non-confidential basis, and the Company has not filed any confidential material change reports since February 1, 2018 which remains confidential as at the date hereof;
- (z) to the best of the Company's knowledge, no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Company or any Subsidiary;
- (aa) the Company is authorized to issue an unlimited number of Common Shares, of which 61,294,517 Common Shares are issued and outstanding as of the date hereof, and all such issued Common Shares are validly issued and outstanding, and no person, firm or corporation has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option or privilege (whether pre-emptive or contractual), for the issue or allotment of any unissued shares in the capital of the Company or any Subsidiary or any other security convertible into or exchangeable for any such shares, or to require the Company or any Subsidiary to purchase, redeem or otherwise acquire any of the outstanding securities in the capital of the Company or any Subsidiary, except as disclosed in the Disclosure Record;

- (bb) the execution and delivery this Agreement, the Warrant Indenture and any certificate representing the Compensation Options, and the performance of the transactions contemplated hereby and thereby (including the issuance, sale and delivery of the Offered Units, the grant of the Over-Allotment Option, the grant and issue of the Compensation Options, the issuance, sale and delivery of the Shares and Warrants, and the allotment and reservation for issuance and delivery of the Warrant Shares) have been duly authorized by all necessary corporate action of the Company and this Agreement has been, and any certificate representing the Warrants, will at the Closing Time be, duly executed and delivered by the Company and constitutes and will at the Closing Time constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, provided that enforcement hereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that the provisions relating to indemnity, contribution, severability and waiver of contribution may be limited under Applicable Law (the "**Qualification**");
- (cc) each of the execution and delivery of this Agreement and the Warrant Indenture, the performance by the Company of its obligations hereunder and thereunder, including the offer, issue and sale of the Offered Units (including the Shares and Warrants comprising the Offered Units), the issue and sale of the Warrant Shares underlying the Warrants, the grant and issue of the Compensation Options, and the consummation of the transactions contemplated in this Agreement and the Warrant Indenture, do not and will not:
- (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, and do not and will not create a state of facts which will result in a breach or violation of or constitute a default under, whether after notice or lapse of time or both, (i) any statute, rule, regulation or law applicable to the Company, including, without limitation, the Applicable Securities Laws, or any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Company; (ii) the constating documents or resolutions of the shareholders, directors or any committee of directors of the Company; (iii) any material mortgage, note, indenture, Contract, agreement, joint venture, partnership, instrument, lease or other document to which the Company is a party or by which it is bound; or (iv) any judgment, decree or order binding the Company or its Assets and Properties;
 - (ii) affect the rights, duties and obligations of any parties to any material indenture, agreement or instrument to which the Company is a party, nor give a party the right to terminate any such indenture, agreement or instrument by virtue of the application of terms, provisions or conditions in such indenture, agreement or instrument; or
 - (iii) require the consent, approval, authorization, registration or qualification of or with any Governmental Authority, stock exchange, Securities Commission or other third party, except such as have been obtained or such as may be required (and shall be obtained by the Company prior to the Closing Time) under Applicable Securities Laws or stock exchange regulations except (i) those which have been obtained or those which may be required and shall be obtained prior to the Closing Time under Applicable Securities Laws or the rules of the CSE, and (ii) such post-Closing notice filings with Securities Commissions and the CSE as may be required in connection with the Offering;

- (dd) the Offered Units have been duly created and authorized for issuance, and, upon payment of the aggregate Issue Price therefor, the Offered Units will be validly issued and outstanding as fully paid securities of the Company;
- (ee) the Unit Shares and the Warrants comprising the Offered Units have been duly created, authorized and allotted for issuance, and (i) in the case of the Unit Shares, will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company, and (ii) in the case of the Warrants, will be duly created and validly issued and outstanding as fully paid securities of the Company. The Company has the corporate power, capacity and authority to issue the Unit Shares and the Warrants comprising the Offered Units, and at the time of issuance thereof, the Unit Shares and the Warrants comprising the Offered Units will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;
- (ff) the Warrant Shares have been duly created, authorized, allotted and reserved for issuance, and, upon the exercise of the Warrants and payment of the exercise price therefor, will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company. The Company has the corporate power, capacity and authority to issue the Warrant Shares and, at the time of issuance thereof, the Warrant Shares will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;
- (gg) the Compensation Options have been duly created and authorized for issuance and upon and after issuance thereof will be validly issued and will be outstanding as fully paid securities of the Company. The Company has the corporate power, capacity and authority to issue and sell the Compensation Options and the Compensation Options will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;
- (hh) the Compensation Shares have been duly created, authorized and allotted for issuance, and, upon the exercise of the Compensation Options and payment of the exercise price therefor, will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company. The Company has the corporate power, capacity and authority to issue the Compensation Shares and, at the time of issuance thereof, the Compensation Shares will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;
- (ii) the Compensation Warrants have been duly created, authorized and allotted for issuance, and, upon the exercise of the Compensation Options and payment of the exercise price therefor, will be duly created and validly issued and outstanding as fully paid securities of the Company. The Company has the corporate power, capacity and authority to issue the Compensation Warrants and, at the time of issuance thereof, the Compensation Warrants will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;
- (jj) the Common Shares issuable upon exercise of the Compensation Warrants have been duly created, authorized and allotted for issuance, and, upon the exercise of the Compensation Warrants and payment of the exercise price therefor, will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company. The Company has the corporate power, capacity and authority to issue the

Common Shares issuable upon exercise of the Compensation Warrants and, at the time of issuance thereof, the Common Shares issuable upon exercise of the Compensation Warrants will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;

- (kk) to the best of the Company's knowledge, there is no legislation or governmental regulation which materially and adversely affect the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, assets, properties, condition (financial or otherwise) or results of operations of the Company or any Subsidiary;
- (ll) the Common Shares are listed and posted for trading on the CSE and, prior to the Time of Closing, all necessary notices and filings will have been made with and all necessary consents, approvals, authorizations will have been obtained by the Company from the CSE to ensure that, subject to fulfilling the Standard Listing Conditions, the Unit Shares, the Warrant Shares, the Compensation Shares and the Common Shares issuable upon exercise of the Compensation Warrants, will be listed and posted for trading on the CSE upon their issuance;
- (mm) no default exists under and no event has occurred which, after notice or lapse of time or both, or otherwise, constitutes a default under or breach of, by the Company, any Subsidiary, or any other person, any material obligation, agreement, covenant or condition contained in any contract, indenture, trust, deed, mortgage, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any Subsidiary is a party or by which it or any of its properties may be bound. No order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Common Shares, the Offered Units, the Unit Shares, the Warrants, the Warrant Shares, the Compensation Options, the Compensation Shares or any other security of the Company has been issued or made by any Securities Commission or stock exchange or any other regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the Company's knowledge, are contemplated or threatened by any such authority or under any Applicable Securities Laws;
- (nn) except for the approval of the CSE to list the Unit Shares, the Warrant Shares, the Compensation Shares and the Common Shares issuable upon exercise of the Compensation Warrants, there are no third party consents required to be obtained in order for the Company to complete the Offering;
- (oo) except for the Underwriter as provided herein, there is no person, firm or corporation acting for the Company entitled to any brokerage or finder's fee in connection with this Agreement or any of the transactions contemplated hereunder;
- (pp) each of the documents forming the Disclosure Record filed since February 1, 2018 by or on behalf of the Company with any Securities Commission or the CSE, did not contain a misrepresentation, determined as at the date of filing, which has not been corrected by the filing of a subsequent document which forms part of the Disclosure Record;
- (qq) based on the provisions of the Tax Act in force on the date hereof and assuming that any proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof are adopted in the manner proposed, the Unit

Shares, Warrants and Warrant Shares would, if issued on the date hereof, be qualified investments for the purposes of the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered education savings plans, registered disability savings plans and tax-free savings accounts (each, a “**Plan**”), each as defined in the Tax Act, provided that at the relevant time, (i) in the case of the Warrants, neither the Company nor any person with whom the Company does not deal at arm’s length is an annuitant, a beneficiary, an employer or a subscriber under, or a holder of, the Plan, and the Company is a “public corporation” for purposes of the Tax Act and, (ii) in the case of the Unit Shares comprising the Offered Units, the Unit Shares are listed on a designated stock exchange within the meaning of the Tax Act (which currently includes the CSE and the Frankfurt Stock Exchange) or the Company is a “public corporation” for the purposes of the Tax Act;

- (rr) the minute books and records of each of the Company and the Subsidiaries made available to counsel for the Underwriter in connection with their due diligence investigation of the Company and the Subsidiaries for the periods from its date of incorporation to the date of examination thereof are all of the minute books and records of the Company and the Subsidiaries and contain copies of all proceedings (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of the Company and the Subsidiaries to the date of review of such corporate records and minute books and other than with respect to the Offering there have been no other meetings, resolutions or proceedings of the shareholders, board of directors or any committees of the board of directors of the Company and the Subsidiaries to the date of review of such corporate records and minute books not reflected in such minute books and other records;
- (ss) except as otherwise disclosed in the Prospectus or except as would not be material to the Company and the Subsidiaries (taken as a whole), no material labour dispute with current and former employees of the Company or any of the Subsidiaries exists or is imminent and the Company has no knowledge of any existing, threatened or imminent labour disturbance or disruption by the employees of any of the principal suppliers, manufacturers or contractors of the Company;
- (tt) except as otherwise disclosed in the Prospectus or except as would not be material to the Company and the Subsidiaries (taken as a whole), the Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged, and the Company has no reason to believe that it will not be able to renew the existing insurance coverage of the Company and the Subsidiaries as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not, individually or in the aggregate, have a Material Adverse Effect;
- (uu) except in compliance with Applicable Laws, neither the Company nor any Subsidiary has used any of its property or facilities to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any pollutants, contaminants, chemicals or industrial toxic or hazardous waste or substances (“**Hazardous Substances**”); except in compliance with Applicable Laws, neither the Company nor any Subsidiary has caused or permitted the release, in any manner whatsoever, of any Hazardous Substances on or

from any of its properties or assets or any such release on or from a facility owned or operated by third parties but with respect to which the Company or a Subsidiary is or may reasonably be alleged to have material liability or has received any notice that it is potentially responsible for a federal, provincial, municipal or local clean-up site or corrective action under any Applicable Laws, statutes, ordinances, by-laws, regulations or any orders, directions or decisions rendered by any ministry, department or administrative regulatory agency relating to the protection of the environment, occupational health and safety or otherwise relating to or dealing with Hazardous Substances in a manner that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

- (vv) there has not been and there is not currently any labour disruption or conflict which is adversely affecting or could reasonably be expected to adversely affect, in a material manner, the carrying on of the business of the Company or the Subsidiaries;
- (ww) each employee benefit plan that is maintained, administered or contributed to by the Company or any of the Subsidiaries for employees or former employees of the Company or the Subsidiaries has been maintained in compliance with its terms and the requirements of any Applicable Laws and the fair market value of the assets of each such plan (excluding for these purposes accrued but unpaid contributions) exceeds the present value of all benefits accrued under such plan determined using reasonable actuarial assumptions;
- (xx) the forms and terms of the certificates representing the Common Shares have been approved and adopted by the board of directors of the Company and the form and terms of the certificate representing the Common Shares (if any) do not and will not conflict with any Applicable Laws or the rules of the CSE;
- (yy) the forms and terms of the certificates representing the Warrants and Compensation Options have been approved and adopted by the board of directors of the Company do not and will not conflict with any Applicable Laws;
- (zz) National Securities Administrators Ltd., at its principal offices in Vancouver, British Columbia, has been duly appointed as the registrar and transfer agent for the Common Shares;
- (aaa) National Securities Administrators Ltd., at its principal offices in Vancouver, British Columbia, has been, or will be prior to Closing, duly appointed as warrant agent under the Warrant Indenture;
- (bbb) the business and material property and assets of the Company and the Subsidiaries conform in all material respects to the descriptions thereof contained in the Disclosure Record;
- (ccc) all Products and services provided to customers, in whole or in part, by the Company or any Subsidiary and all component parts which are supplied to the Company or any Subsidiary are, to the best of the Company's knowledge, manufactured or provided in full compliance with Applicable Laws and meet industry specific standards set by all organizations which pertain to the business of the Company and each Subsidiary and the Company's and each Subsidiary's Products and services have met and satisfied all

product safety standards necessary to permit the sale of the Company's and each Subsidiary's Products and services in the jurisdictions where they are sold;

- (ddd) (A) the Company and each of the Subsidiaries possesses such permits, certificates, licences, approvals, registrations, qualifications, consents and other authorizations issued by Governmental Authorities (collectively, "**Governmental Licences**"), as are necessary to conduct the business now operated by it in all jurisdictions in which it carries on business (as such business is currently conducted); (B) the Company and each Subsidiary is in material compliance with the terms and conditions of all such Governmental Licences; (C) all of such Governmental Licences are in good standing, valid and in full force and effect; (D) neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation, suspension, termination or modification of any such Governmental Licences, and there are no facts or circumstances, including without limitation facts or circumstances relating to the revocation, suspension, modification or termination of any Governmental Licences held by others, known to the Company, that could lead to the revocation, suspension, modification or termination of any such Governmental Licences if the subject of an unfavourable decision, ruling or finding except where such revocation, suspension, modification or termination is not in respect of a material Governmental License or where such revocation, suspension, modification or termination would be immaterial to the Company (on a consolidated basis); (E) neither the Company nor any Subsidiary is in material default with respect to filings to be effected or conditions to be fulfilled in order to maintain such Governmental Licences in good standing; (F) none of such Governmental Licences contains any term, provision, condition or limitation which has or would reasonably be expected to affect or restrict in any material respect the operations or the business of the Company or any Subsidiary as now carried on or proposed to be carried on; (G) neither the Company nor any Subsidiary has reason to believe that any party granting any such Governmental Licences is considering limiting, suspending, modifying, withdrawing or revoking the same in any material respect;
- (eee) neither the Offering (including the proposed use of proceeds), nor the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein, will have any material adverse impact on the Governmental Licences, or require the Company or any Subsidiary to obtain any new licence or consent or approval under Applicable Regulatory Laws;
- (fff) neither the Company nor any Subsidiary carries on any business, operations or activities involved in or relating to or in connection with cannabis, and neither the Company nor any Subsidiary have any liabilities (whether matured or unmatured, contingent or otherwise) relating to its former business, operations and/or activities relating to or in connection with cannabis;
- (ggg) none of the Company or any of its Subsidiaries has voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any recalls, market withdraws, safety alerts or other notice of material action relating to an actual or potential lack of safety, efficacy or the non-compliance with Applicable Laws of any Product or any clinical or pre-clinical trial related to the development of the Products;
- (hhh) all clinical and pre-clinical trials related to the development of the Products have been conducted, and to the extent they are still pending are currently being conducted, in

accordance with accepted medical, scientific and ethical research procedures and all Applicable Laws;

- (iii) none of the Company or any of its Subsidiaries is subject to any obligation arising under an administrative or regulatory action, inspection, warning letter, notice of violation letter, or other written notice, response or commitment made to or with the United States Food and Drug Administration, Health Canada or any other Governmental Authority, and to Company's knowledge, no such proceedings have been threatened;
- (jjj) none of the Company or any of its Subsidiaries, and to the Company's knowledge none of its or its Subsidiaries' officers, directors, and employees (i) are or have been a party to, or bound by, any order, individual integrity agreement, corporate integrity agreement, compliance undertaking or other formal agreement or settlement with any Governmental Authority concerning compliance with Applicable Laws; (ii) have made any filings in the United States pursuant to the OIG or CMS self-disclosure protocol; (iii) have been a defendant in any action, or received a threat of any action, brought under a United States federal or state whistleblower statute, including without limitation the False Claims Act (31 U.S.C. § 3729 et seq.); and (iv) have been served with or received any written search warrant, subpoena (other than those related to actions against third parties), civil investigative demand or contact letter from a Governmental Authority;
- (kkk) all forward-looking information and statements of the Company contained in the Disclosure Record, including any forecasts and estimates, expressions of opinion, intention and expectation have been based on assumptions that are reasonable in the circumstances, and the Company has updated such forward-looking information and statements as required by and in compliance with Applicable Securities Laws;
- (lll) the statistical, industry and market related data included in the Disclosure Record are derived from sources which the Company reasonably believes to be accurate, reasonable and reliable, and such data is consistent with the sources from which it was derived;
- (mmm) all information which has been prepared by the Company relating to the Company or any of the Subsidiaries and the business, property and liabilities thereof and provided or made available to the Underwriter, and all financial, marketing, sales and operational information provided to the Underwriter is, as of the date of such information, true and correct in all material respects, taken as whole, and no fact or facts have been omitted therefrom which would make such information materially misleading;
- (nnn) (i) the responses given by the Company and its officers at all oral due diligence sessions conducted by the Underwriter in connection with the Offering, as they relate to matters of fact, have been and shall continue to be true and correct in all material respects as at the time such responses have been or are given, as the case may be, and such responses taken as a whole have not and shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given or shall be given, as the case may be; and (ii) where the responses reflect the opinion or view of the Company or its officers (including responses or portions of such responses which are forward-looking or otherwise relate to projections, forecasts, or estimates of future performance or results (operating, financial or otherwise)), such opinions or views have been and will be honestly held and believed to be reasonable at the time they are given;

- (ooo) the Company is not insolvent (within the meaning of Applicable Laws), is able to pay its liabilities as they become due and has sufficient working capital to fund its operations for at least 12 months following the Closing Date;
- (ppp) the Company has not withheld from the Underwriter any adverse material facts relating to the Company, any of the Subsidiaries or the Offering;
- (qqq) the Company (i) has not made any significant acquisitions as such term is defined in Part 8 of NI 51-102 in its current financial year or prior financial years in respect of which historical and/or pro forma financial statements or other information would be required to be included or incorporated by reference into the Prospectus and for which a business acquisition report has not been filed under NI 51-102, (ii) has not entered into any agreement or arrangement in respect of a transaction that would be a significant acquisition for purposes of Part 8 of NI 51-102, and (iii) there are no proposed acquisitions by the Company that have progressed to the state where a reasonable person would believe that the likelihood of the Company completing the acquisition is high and would be a significant acquisition for the purposes of Part 8 of NI 51-102 if completed as of the date hereof;
- (rrr) each benefit plan or pension plan administered or provided by the Company or any of its Subsidiaries is duly registered where required by Applicable Laws (including registration with relevant tax authorities where such registration is required to qualify for tax exemption or other tax beneficial status). Each benefit plan or pension plan has been administered in compliance in all material respects with, and is in good standing under, Applicable Laws. Neither the Company nor any Subsidiary contributes to or has an obligation to contribute to a plan, program or arrangement that provides defined benefit pensions or for which the funding is determined by reference to a defined benefit. The Company does not have any outstanding indebtedness or any liabilities or obligations, including any unfunded obligation, under any such benefit plan or pension plan, whether accrued, absolute, contingent or otherwise;
- (sss) the Company is not currently party to any agreement in respect of the change of control of the Company (whether by sale or transfer of shares or sale of all or substantially all of the assets and properties of the Company or otherwise);
- (ttt) all scientific research and experimental development (“**SR&ED**”) tax incentives applied for by the Company or a Subsidiary, if any, are bona fide and the Company has no knowledge that Canada Revenue Agency will disallow, reassess or reduce any such SR&ED incentives applied for by or previously granted to the Company or a Subsidiary;
- (uuu) all statements made in the Offering Documents describing the Offered Units, the Shares, the Warrants, the Warrant Shares and the Compensation Options and the respective attributes thereof are (i) complete and accurate in all material respects; (ii) contain no misrepresentation relating to the Company and its Subsidiaries or the Offering; and (iii) do not omit any material fact or information which is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made;
- (vvv) the Company and the Subsidiaries and their directors, officers, employees and other representatives are familiar with and have conducted all transactions, negotiations, discussions and dealings in full compliance with anti-bribery and anti-corruption laws

and regulations applicable in any jurisdiction in which they are located or conducting business. Neither the Company nor any Subsidiary has made any offer, payment, promise to pay, or authorization of payment of money or anything of value to any government official, or any other person while having reasonable grounds to believe that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a government official, for the purpose of (i) assisting the parties in obtaining, retaining or directing business; (ii) influencing any act or decision of a government official in his or its official capacity; (iii) inducing a government official to do or omit to do any act in violation of his or its lawful duty, or to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or department, agency, instrumentality or entity thereof; or (iv) securing any improper advantage;

- (www) the operations of the Company and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the “**Applicable Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Authority involving the Company or any Subsidiary with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of the Company, pending or threatened;
- (xxx) the Company has filed a current annual information form in the form prescribed by NI 51-102 in each of the Qualifying Jurisdictions prior to the date of this Agreement; the Company is as of the date hereof an Eligible Issuer in the Qualifying Jurisdictions and, on filing of the Prospectus Supplement, has been and will continue to be an Eligible Issuer in the Qualifying Jurisdictions and there will be no documents required to be filed under the Applicable Securities Laws of the Qualifying Jurisdictions in connection with the Offering that will not have been filed as required as at those respective dates;
- (yyy) the Shares, Warrants and Warrant Shares will at the Closing Time qualify as eligible investments as described in the Prospectus Supplement under the heading “*Eligibility for Investment*” and the Company will not take or permit any action within its control which would cause the Shares, Warrants or Warrant Shares to cease to be qualified, during the period of distribution of the Offered Units, as eligible investments to the extent so described in the Prospectus Supplement; and
- (zzz) at the time of delivery thereof to the Underwriter:
 - (i) the Prospectus complied, and the other Offering Documents will comply, with the requirements of Applicable Securities Laws;
 - (ii) the Prospectus provided, and the other Offering Documents will provide, full, true and plain disclosure of all material facts relating to the Company and the Offered Units; and
 - (iii) the Prospectus did not, and the other Offering Documents will not, contain any misrepresentation.

9. Covenants of the Company

The Company covenants and agrees with the Underwriter that the Company:

- (a) will advise the Underwriter, promptly after receiving notice thereof, of the time when the Prospectus Supplement and any Supplementary Material has been filed and, if applicable, Passport Receipts have been obtained and will provide evidence satisfactory to the Underwriter of each such filing and, if applicable, copies of such Passport Receipts;
- (b) will advise the Underwriter, promptly after receiving notice or obtaining knowledge of:
 - (i) the issuance by any Securities Commission of any order suspending or preventing the use of the Prospectus or any Supplementary Material or suspending or seeking to suspend the trading or distribution of the Offered Units, Shares, Warrants or Warrant Shares; (ii) the suspension of the qualification of the Offered Units for offering or sale in any of the Qualifying Jurisdictions; (iii) the institution, threatening or contemplation of any proceeding for any such purposes; or (iv) any requests made by any Securities Commission for amending or supplementing the Prospectus or any Supplementary Material or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order or any suspension respectively referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof as promptly as possible or if any such suspension occurs, to promptly remedy such suspension in accordance with this Agreement;
- (c) will, for a period of three years following the Closing Date, use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of the Applicable Securities Laws of each of the Qualifying Jurisdictions which have such a concept and will comply with all of its obligations under Applicable Securities Laws, provided that the Company shall not be required to comply with this Section 9(c) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a “reporting issuer” (within the meaning of Applicable Securities Laws);
- (d) will, for a period of three years following the Closing Date, use its commercially reasonable efforts (including, without limitation, making application to the Securities Commissions of each Qualifying Jurisdiction for all consents, orders and approvals necessary) to maintain the listing of the Common Shares on the CSE or such other recognized stock exchange or quotation system as RCC may approve, acting reasonably, provided that the Company shall not be required to comply with this Section 9(d) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a “reporting issuer” (within the meaning of Applicable Securities Laws);
- (e) will use its commercially reasonable efforts to ensure that the Shares and the Warrant Shares are, when issued, listed and posted for trading on the CSE upon their date of issuance;
- (f) will apply the net proceeds from the issue and sale of the Offered Units in accordance with the disclosure set out under the heading “*Use of Proceeds*” in the Prospectus Supplement;

- (g) will promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriter may reasonably require from time to time for the purpose of giving effect to this Agreement and take all such steps as may be reasonably required within its power to implement to the full extent the provisions, and to satisfy the conditions, of this Agreement;
- (h) will on or before the time of filing the Prospectus Supplement provide to the Underwriter a copy of the notice of issuance in respect of the Shares and the Warrant Shares on the CSE and, if obtained by such time, the approval of the listing of the Shares and Warrant Shares on the CSE;
- (i) will, until completion of the distribution of the Offered Units, forthwith notify the Underwriter of any breach of any covenant of this Agreement or any Ancillary Documents by any party thereto, or upon it becoming aware that any representation or warranty of the Company contained in this Agreement or any Ancillary Document is or has become untrue or inaccurate in any material respect;
- (j) will not, at any time prior to the closing of the Offering, halt the trading of the Common Shares on the CSE without the prior written consent of RCC, unless required to do so under Applicable Securities Laws or the rules of the CSE;
- (k) will use commercially reasonable efforts to cause all directors, senior officers and insiders of the Company, to enter into an agreement with and an in form and substance satisfactory to the Underwriter at the Closing Time on the Closing Date pursuant to which they will agree not to, for a period commencing on the Closing Date and ending on the date that is 120 days following the Closing Date, directly or indirectly offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, or announce any intention to do any of the foregoing, any Common Shares or other securities of the Company held by them, directly or indirectly, other than (a) with the prior written consent of RCC, (b) upon the exercise of previously issued options or other convertible securities, (c) transfers among a shareholder's affiliates for tax or other planning purposes, or (d) pursuant a take-over bid or similar transaction involving a change of control of the Company;
- (l) will duly execute an undertaking dated as of the date hereof addressed to the Underwriter in respect of review of certain financial matters of the Company;
- (m) will use best efforts to obtain a waiver and acknowledgment in form and substance satisfactory to the Underwriter and its counsel, at their sole discretion, in respect of certain third party rights set out in an advisory agreement dated March 3, 2021 and in an engagement letter dated March 18, 2021; and
- (n) will, until completion of the distribution of the Offered Units, make available management of the Company for meetings with investors as scheduled by RCC at the discretion of RCC, acting reasonably.

10. Conditions of Closing

The obligation of the Underwriter to purchase, or act as agent for Substituted Purchasers to purchase, the Initial Units at the Closing Time on the Closing Date and to purchase any Additional Units at the Closing Time on an Option Closing Date shall be subject to the following:

- (a) the Underwriter will receive at the Closing Time a legal opinion addressed to the Underwriter and its counsel, Fasken Martineau DuMoulin LLP, dated and delivered on the Closing Date from the Company's counsel, Alexander Holburn Beaudin + Lang LLP, in form and substance satisfactory to the Underwriter and its counsel, acting reasonably, with respect to the following matters, subject to such reasonable assumptions and qualifications customary with respect to transactions of this nature as may be accepted by Underwriter's counsel:
 - (i) the Company is a corporation duly created and validly existing under the BCBCA, amalgamated or continued, as the case may be, and has all requisite corporate power, capacity and authority to carry on its business as now conducted and to own, lease and operate its property and assets;
 - (ii) the authorized share capital of the Company consists of an unlimited number of Common Shares and that number of Common Shares that is outstanding;
 - (iii) there are no restrictions on the corporate power and capacity of the Company to own property and assets and to carry on business as described in the Prospectus;
 - (iv) the Company has the corporate power and capacity to (i) execute, deliver and perform its obligations under this Agreement, the Warrant Indenture and the certificate representing the Compensation Options, (ii) to issue the Offered Units, (iii) to issue the Compensation Options, (iv) to grant the Over-Allotment Option, (v) to issue the Shares and Warrants and (vi) to issue the Warrant Shares upon the exercise of the Warrants;
 - (v) the Company has all necessary corporate power and capacity: (i) to execute and deliver this Agreement, the Warrant Indenture and the certificate representing the Compensation Options and perform its obligations thereunder; (ii) to create, issue and sell the Offered Units; (iii) to allot, reserve for issuance and issue the Unit Shares and Warrants comprising the Offered Units issuable upon exercise of the Warrants, (iv) to allot, reserve for issuance and issue the Warrant Shares issuable upon exercise of the Warrants; (v) to create and issue the Compensation Options; (vi) to allot, reserve for issuance and issue the Compensation Shares issuable upon exercise of the Compensation Options; (vii) to allot, reserve for issuance and issue the Compensation Warrants issuable upon exercise of the Compensation Options; (viii) to allot, reserve for issuance and issue the Common Shares issuable upon exercise of the Compensation Warrants;
 - (vi) the Company has duly authorized, executed and delivered, this Agreement, the Warrant Indenture and the certificates representing the Compensation Options and the performance of its obligations thereunder, including the creation, offering, issue, sale and delivery of the Offered Units, the creation and grant of the Over-Allotment Option and the creation, issue and delivery of the Unit Shares and Warrants comprising the Offered Units, the issuance and delivery of

the Warrant Shares upon exercise of the Warrants, the creation and issuance of the Compensation Options, the issuance and delivery of the Compensation Shares upon the exercise of the Compensation Options, the issuance and delivery of the Compensation Warrants upon the exercise of the Compensation Options, the issuance and delivery of the Common Shares issuable upon the exercise of the Compensation Warrants, and this Agreement, the Warrant Indenture and the certificates representing the Compensation Options constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, subject to the Qualification;

- (vii) the execution and delivery of this Agreement, the Warrant Indenture, the certificates representing the Compensation Options and the fulfillment of the terms thereof, the issue and sale of the Offered Units, the creation, issue and grant of the Over-Allotment Option, the creation, issue and sale of the Unit Shares and Warrants comprising the Offered Units upon the exercise of the Warrants, the issuance and delivery of the Warrant Shares upon exercise of the Warrants, the creation and issuance of the Compensation Options, the issuance and delivery of the Compensation Shares upon the exercise of the Compensation Options, the issuance and delivery of the Compensation Warrants upon the exercise of the Compensation Options, the issuance and delivery of the Common Shares upon the exercise of the Compensation Warrants, and the consummation of the transactions contemplated by the Offering, do not conflict with or result in a breach of (whether after notice or lapse of time or both) or constitute a default under any of the terms, conditions or provisions of the notice of articles, articles of incorporation or amalgamation, as applicable, by-laws or resolutions of the shareholders or the board of directors (or any committee thereof) of the Company or any laws of the Province of British Columbia or federal laws of Canada applicable therein;
- (viii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Preliminary Short Form Base Shelf Prospectus, the Final Short Form Base Shelf Prospectus, the Prospectus Supplement and any Supplementary Material and the filing thereof with the Securities Commissions in each of the Qualifying Jurisdictions;
- (ix) the Offered Units have been duly and validly created, authorized and issued;
- (x) the Unit Shares and Warrants comprising the Offered Units have been duly and validly created authorized, allotted and reserved for issuance and upon payment of the Issue Price, will be validly issued and outstanding, in the case of the Unit Shares, as fully paid and non-assessable Common Shares in the capital of the Company;
- (xi) the Warrant Shares underlying the Warrants have been duly and validly created, authorized, allotted and reserved for issuance and, upon the issue thereof upon the exercise of the Warrants in accordance with the terms of the Warrant Indenture, will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company;
- (xii) the Compensation Options have been duly and validly created, authorized and issued;

- (xiii) the Compensation Shares underlying the Compensation Options have been duly and validly created, authorized, allotted and reserved for issuance and, upon the issue thereof upon the exercise of the Compensation Options in accordance with the terms of the certificate of the Compensation Options, will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company;
- (xiv) the Compensation Warrants underlying the Compensation Options have been duly and validly created, authorized, allotted and reserved for issuance;
- (xv) the Common Shares underlying the Compensation Warrants have been duly and validly created, authorized, allotted and reserved for issuance and, upon the issue thereof upon the exercise of the Compensation Warrants in accordance with the terms thereof, will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company;
- (xvi) the form and terms of the definitive certificate representing the Common Shares and the certificates representing the Warrants and the Compensation Options (have been approved by the directors of the Company and comply in all material respects with the BCBCA, the constating documents of the Company and the rules of the CSE;
- (xvii) subject to the usual qualifications, that except as disclosed in the Disclosure Record, to such counsel's knowledge, there is no action, suit, proceeding or inquiry before any court, Governmental Authority to which the Company is a party or to which its property is subject which in any way would materially and adversely affect the Company;
- (xviii) that the first trade by a holder of: (A) the Unit Shares and Warrants comprising the Offered Units, the Warrant Shares, the Compensation Shares, the Compensation Warrants, and the Common Shares underlying the Compensation Warrants, will not be subject to any statutory hold period or restricted period under Applicable Securities Laws, and (B) no documents will be required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the Applicable Securities Laws in order to permit the first trade of such Unit Shares and Warrants comprising the Offered Units in the Qualifying Jurisdictions through registrants registered under Canadian Securities Laws who have complied with such laws, provided that such sale is not a "control distribution" within the meaning of NI 45-102;
- (xix) the Company is a "reporting issuer", or its equivalent, in British Columbia, Alberta and Ontario, and it is not listed as in default of any requirement of the Applicable Securities Laws in any of the Qualifying Jurisdictions which maintain such a list;
- (xx) the Unit Shares, Warrant Shares and Compensation Shares have been approved for listing on the CSE;
- (xxi) the attributes of the Shares, the Warrants and the Warrant Shares conform in all material respects with the description of the Shares, the Warrants and the Warrant Shares in the Prospectus;

- (xxii) all necessary documents have been filed, all necessary proceedings have been taken, all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction have been obtained, and all necessary legal requirements have been fulfilled by the Company under Applicable Securities Laws to qualify the Offered Units for issue and sale to the public in each of the Qualifying Jurisdictions through investment dealers or brokers who are duly registered under Applicable Securities Laws and who have complied with the relevant provisions of such Applicable Securities Laws and the terms of their registration and to qualify the issuance of the Compensation Options to the Underwriter in the Qualifying Jurisdictions;
- (xxiii) no prospectus is required, nor are other documents required to be filed, proceedings taken or approvals, permits, consents or authorizations of regulatory authorities obtained under the Applicable Securities Laws to permit the issuance by the Company of (a) the Warrant Shares to holders of the Warrants to whom the Applicable Securities Laws apply upon the exercise of the Warrants in accordance with their terms; and (b) the Compensation Shares and the Compensation Warrants to holders of the Compensation Options to whom the Applicable Securities Laws apply upon the exercise of the Compensation Options in accordance with their terms, provided in each case that any person that is “in the business of trading in securities” under Applicable Securities Laws involved in such issuance is registered under Applicable Securities Laws in categories permitting them to distribute the Warrant Shares, the Compensation Shares and the Compensation Warrants and has complied with such Canadian Securities Laws;
- (xxiv) National Securities Administrators Ltd. has been duly appointed as the transfer agent and registrar for the Common Shares;
- (xxv) National Securities Administrators Ltd. has been duly appointed as the warrant agent for the Warrants under the Warrant Indenture;
- (xxvi) matters in respect of the summary under the heading “*Certain Canadian Federal Income Tax Considerations*” in the Prospectus Supplement;
- (xxvii) matters in respect of the summary under the heading “*Eligibility for Investment*” in the Prospectus Supplement; and
- (xxviii) as to all other legal matters reasonably requested by counsel to the Underwriter prior to Closing.

In connection with such opinion, counsel to the Company may rely on the opinions of local counsel in the Qualifying Jurisdictions acceptable to counsel to the Underwriter, acting reasonably, as to the qualification for distribution of the Offered Units or opinions may be given directly by local counsel of the Company with respect to those items and as to other matters governed by the laws of jurisdictions other than the province or provinces in which the Company’s Canadian counsel are qualified to practice and may rely, to the extent appropriate in the circumstances but only as to matters of fact, on certificates of officers of the Company and others;

- (b) the Underwriter shall have received legal opinions from legal counsel to, and duly qualified to practice law in the jurisdiction of formation of, Altum, addressed to the Underwriter and legal counsel to the Underwriter, Fasken Martineau DuMoulin LLP with respect to: (i) the incorporation and existence of such Subsidiary; (ii) the issued and outstanding securities of such Subsidiary and the holders of such outstanding securities; (iii) the power and capacity of such Subsidiary to carry on its business and activities and to own and lease its property and assets; such opinion to be in form and substance, acceptable in all reasonable respects to the Underwriter and their legal counsel;
- (c) the Underwriter shall have received a certificate dated the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company or any other senior officer(s) of the Company as may be acceptable to the Underwriter, in form and content satisfactory to the Underwriter's counsel, acting reasonably, with respect to:
 - (i) the notice of articles, articles and by laws of the Company;
 - (ii) the resolutions of the Company's board of directors relevant to the issue and sale of the Offered Units, the Shares, the Warrants, the Warrants Shares and the Compensation Options, to be issued and sold by the Company and the authorization of this Agreement and the other agreements and transactions contemplated herein; and
 - (iii) the incumbency and signatures of signing officers of the Company;
- (d) the Underwriter shall have received a certificate of status or the equivalent dated within one (1) Business Day of the Closing Date and each Option Closing Date, as applicable, in respect of the Company and Altum Pharmaceuticals Inc.;
- (e) the Company shall cause its auditors to deliver to the Underwriter a "bring down" comfort letter, addressed to the Underwriter and the board of directors of the Company, dated the Closing Date, in form and substance satisfactory to the Underwriter, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letters referred to in Section 5(a)(iii) hereof;
- (f) the Company shall deliver to the Underwriter, at the Closing Time, certificates dated the Closing Date or the Option Closing Date, as applicable, addressed to the Underwriter and signed by the Chief Executive Officer and the Chief Financial Officer of the Company, or such other senior officer(s) of the Company as may be acceptable to the Underwriter, certifying for and on behalf of the Company and without personal liability, to the effect that:
 - (i) the Company has complied in all material respects with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied up to the Closing Time;
 - (ii) the representations and warranties of the Company contained herein are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) as at the Closing Time with the same force and effect as if made on and as at the Closing Time after giving effect to the transactions contemplated hereby;

- (iii) the Final Receipt has been issued by the BCSC for the Final Short Form Base Shelf Prospectus pursuant to the Passport System and, to the knowledge of such persons, no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Common Shares or other securities of the Company, or the Offered Units to be issued and sold by the Company has been issued and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened;
- (iv) since the respective dates as of which information is given in the Prospectus or any Supplementary Material (A) there has been no material change in the Company, (B) there has been no material and adverse change (financial or otherwise) in the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations or control of the Company, and (C) no transaction has been entered into by or affecting the Company which is material to the Company, other than as disclosed in the Prospectus or in any Supplementary Material;
- (v) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained in the Prospectus which fact or change is, or may be, of such a nature as to render any statement in the Prospectus misleading or untrue in any material respect or which would result in a misrepresentation in the Prospectus or which would result in the Prospectus not complying with Applicable Securities Laws; and
- (vi) such other matters as the Underwriter may reasonably request;

and each such statement shall be true.

- (g) the Underwriter shall have received copies of correspondence indicating that the Company has obtained the conditional approval of the CSE for the listing of the Offered Shares, the Compensation Shares, the Warrant Shares to be listed thereon, subject only to the Standard Listing Conditions;
- (h) the representations and warranties of the Company contained in this Agreement will be true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) at and as of the Closing Time on the Closing Date, and, if applicable, the Option Closing Date as if such representations and warranties were made at and as of such time and all agreements, covenants and conditions required by this Agreement to be performed, complied with or satisfied by the Company at or prior to the Closing Time on the Closing Date or the Option Closing Date, as applicable, will have been performed, complied with or satisfied in all material respects prior to that time;
- (i) the absence of any misrepresentations in the Disclosure Record or undisclosed material change or undisclosed materials fact relating to the Company or the Offering;
- (j) the Company shall have received a Preliminary Receipt and a Final Receipt and submitted the Prospectus Supplement to the Securities Commissions qualifying the Offered Units for distribution in the Qualifying Jurisdictions, and neither the Preliminary

Receipt nor the Final Receipt shall be invalid or have been revoked or rescinded by any Securities Commission or other Governmental Authority;

- (k) the Underwriter shall have received a certificate from National Securities Administrators Ltd. as to the number of Common Shares issued and outstanding as at the date immediately prior to the Closing Date;
- (l) the Underwriter will have received such other certificates, opinions, agreements or closing documents in form and substance reasonably satisfactory to the Underwriter as the Underwriter may reasonably request;
- (m) the Underwriter shall have received duly executed agreements in accordance with Section 9(k);
- (n) the Underwriter shall have received a duly executed undertaking in respect of review of certain financial matters of the Company in accordance with Section 9(l); and
- (o) the Underwriter shall have received a duly executed waiver and acknowledgement, in form and substance satisfactory to the Underwriter and its counsel, at their sole discretion, in respect of the matters set out in, and in accordance with, Section 9(m).

11. Closing

The closing of the purchase and sale of the Offered Units shall be completed at the Closing Time electronically or at the offices of Alexander Holburn Beaudin + Lang LLP in Vancouver, British Columbia or at such other place as RCC and the Company shall agree upon. At the Closing Time:

- (a) the Company will deliver to RCC, or as RCC may direct, (i) via electronic deposit or represented by one or more certificates in definitive form, the Offered Shares and Warrants, in each case registered in the name of "CDS & Co." or in such other name or names as RCC may notify the Company in writing not less than 24 hours prior to the Closing Time or made and settled in CDS under the non-certificated inventory system, (ii) one or more certificates in definitive form representing the Compensation Options, in each case registered in such name or names as RCC shall notify the Company in writing not less than 24 hours prior to the Closing Time, and (iii) all further documentation as may be contemplated in this Agreement or as counsel to the Underwriter may reasonably require; against payment by the Underwriter to the Company (in accordance with their respective entitlements) of the applicable purchase price for the Initial Units and any Additional Units being issued and sold under this Agreement, net of the Underwriter's Fees and the Underwriter's expenses contemplated in Section 15 of this Agreement, by certified cheque, bank draft or wire transfer payable to or as directed by the Company not less than 24 hours prior to the Closing Time;
- (b) the Company shall make all necessary arrangements for the exchange of such definitive certificates, on the date of delivery, at the principal offices of the registrar of the Company for certificates representing the Initial Shares and the Initial Warrants, and any Additional Shares and Additional Warrants in such amounts and registered in such names as shall be designated by RCC not less than 24 hours prior to the Closing Time. The Company shall pay all fees and expenses payable to or incurred by the registrar of the Company in connection with the preparation, delivery, certification and exchange of the definitive certificates contemplated by this Section 11 and the fees and expenses payable

to or incurred by the registrar of the Company in connection with such additional transfers required in the course of the distribution of the Initial Shares and the Initial Warrants, and any Additional Shares and Additional Warrants; and

- (c) the obligation of the Underwriter to complete the purchase of any Additional Shares and Additional Warrants under this Agreement, upon the exercise of the Over-Allotment Option, is subject to the receipt by the Underwriter of those documents contemplated, and the satisfaction of those conditions set forth, in Section 10 as the Underwriter may request. In the event that the Company shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the exercise price and to the number of the Initial Shares and the Initial Warrants, and any Additional Shares and Additional Warrants issuable on exercise thereof such that the Underwriter is entitled to arrange for the sale of the same number and type of securities that the Underwriter would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

12. Restrictions on Further Issues or Sales

During the period commencing on the date hereof and ending 120 days following the Closing Date, the Company will not, directly or indirectly, without the prior written consent of RCC not to be unreasonably withheld or delayed, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares, or any debt securities of the Company other than issuances: (i) in connection with the exchange, transfer, conversion or exercise rights of existing outstanding securities or existing commitments to issue securities or pursuant to the exercise of the Over-Allotment Option; (ii) pursuant to any security compensation plans that have been approved by the Company's shareholders; and/or (iii) pursuant to an arm's length acquisition.

13. Indemnification by the Company

- (a) The Company shall fully indemnify and save harmless the Underwriter and its affiliates and its and their respective directors, officers, employees, shareholders, partners, advisors and agents and each other person, if any, controlling the Underwriter or its affiliates (collectively, the "**Indemnified Parties**") and individually an "**Indemnified Party**") from and against any and all liabilities, claims (including securityholder actions, derivative or otherwise), actions, losses, costs, damages and expenses (including the aggregate amount paid in settlement of any action (but excluding any loss of profits and other consequential damages), suit, proceeding, investigation or claim) and the reasonable fees and expenses of their counsel (collectively, "**Losses**") that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**" and individually, a "**Claim**") to which any Indemnified Party may become subject or otherwise involved in any capacity insofar as the Losses and/or Claims relate to, are caused by, result from, arise out of, or are in connection with, directly or indirectly:

- (i) the breach of any representation or warranty of the Company made in any Ancillary Document or the failure of the Company to comply with any of its obligations in any Ancillary Document or any omission or alleged omission to state in any Ancillary Document any fact required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;
- (ii) any information or statement (except any information or statement relating solely to the Underwriter and furnished in writing by the Underwriter to the Company for use therein) in any of the Offering Documents (including, for greater certainty, the Documents Incorporated by Reference and any Subsequent Disclosure Documents) containing or being alleged to contain a misrepresentation or being or being alleged to be untrue, or based upon any omission or alleged omission to state in any of the Offering 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 the Underwriter and furnished in writing by the Underwriter to the Company for use therein) contained in any of the Offering Documents or any other document or material filed or delivered on behalf of the Company pursuant to this Agreement, preventing or restricting the trading in or the sale or distribution under the Offering, or of the Shares, the Warrants, the Warrant Shares, the Compensation Options, the Compensation Units, or any other securities of the Company;
- (iv) the non-compliance by the Company with any Applicable Securities Laws or other regulatory requirements or the rules of the CSE including the Company's non-compliance with any statutory requirement to make any document available for inspection;
- (v) any statement contained in the Disclosure Record which at the time and in the light of the circumstances under which it was made, contained or is alleged to have contained a misrepresentation or untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances in which they were made;
- (vi) any misrepresentation or alleged misrepresentation by or on behalf of the Company (other than by the Underwriter and Selling Firms) relating to the Offering, whether oral or written and whether made during and in connection with the Offering, where such misrepresentation may give or gives rise to any other liability under any statute in any jurisdiction which is in force on the date of this Agreement;
- (vii) any failure or alleged failure to make timely disclosure of a material change by the Company, where such failure or alleged failure occurs during the Offering or

during the period of distribution of the Offered Units or where such failure relates to the Offering or the Offered Units, and may give or gives rise to any liability under any statute in any jurisdiction which is in force on the date of this Agreement; or

- (viii) any breach of any representation or warranty of the Company contained herein or the failure of the Company to comply with any of its covenants or other obligations contained herein or to satisfy any conditions contained herein required to be satisfied by the Company.
- (b) If any Claim contemplated by this Section 13 shall be asserted against any of the Indemnified Parties, or if any potential Claim contemplated by this Section 13 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall promptly notify in writing the Company of the nature of such Claim (provided that any failure to so notify in respect of any Claim or potential Claim shall affect the liability of the Company under this Section 13 only if and to the extent that the Company is materially and adversely prejudiced by such failure). The Company shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any such Claim; provided that the defence shall be through legal counsel selected by the Company and acceptable to the Indemnified Party, acting reasonably. An Indemnified Party shall have the right to employ separate counsel in any such Claim and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:
- (i) the Company fails to assume the defence of such Claim on behalf of the Indemnified Party within ten days of receiving notice of such suit;
 - (ii) the employment of such counsel has been authorized by the Company; or
 - (iii) the named parties to any such Claim (including any added or third parties) include the Indemnified Party and the Company and the Indemnified Party shall have been advised by counsel that representation of the Indemnified Party by counsel for the Company is inappropriate as a result of the potential or actual conflicting interests of those represented or that there may be legal defences available to the Indemnified Party or Indemnified Parties which are different from or in addition to those available to the Company or that the subject matter of the Claim may not fall within the foregoing indemnity or that there is a conflict of interest between the Company and the Indemnified Parties;

in which case, the Company shall not have the right to assume the defence of such Claim on behalf of the Indemnified Party and the Company shall be liable to pay the reasonable fees and disbursements of counsel for such Indemnified Parties as well as the reasonable costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Underwriter at its normal per diem rates for time spent by their respective directors, officers, employees or shareholders). Notwithstanding anything set forth herein, in no event shall the Company be liable for the fees or disbursements of more than one firm of legal counsel to an Indemnified Party in a particular jurisdiction in respect of any particular Claim or related set of Claims.

The Company will not, without each affected Indemnified Party's prior written consent, such consent not to be unreasonably withheld, admit any liability, settle, compromise,

consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder unless in connection with any settlement, compromise or consent by the Company, such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim (if an Indemnified Party is a party to such action) and (ii) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Party.

- (c) The Company hereby acknowledges and agrees that, with respect to Sections 13 and 14 hereof, the Underwriter is contracting on its own behalf and as agents for their affiliates, and its respective directors, officers, employees, partners, shareholders, advisors, agents and each other person, if any, controlling the Underwriter or its affiliates (collectively, the “**Beneficiaries**”). In this regard, the Underwriter shall act as trustee for the Beneficiaries of the covenants of the Company under Sections 13 and 14 hereof with respect to the Beneficiaries and accepts these trusts and shall hold and enforce such covenants on behalf of the Beneficiaries.
- (d) The Company hereby waives 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 Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on behalf of or in right of the Company for or in connection with the Offering except to the extent any Losses suffered by the Company are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted from the fraud, illegal act or wilful misconduct of such Indemnified Party.
- (e) Notwithstanding anything to the contrary contained herein, the foregoing indemnity in this Section 13 shall not 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 solely by the gross negligence, fraud, illegal act or wilful misconduct of the Indemnified Party.
- (f) The Company agrees that in case any legal proceeding shall be brought against the Company and/or the Underwriter by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or if any such commission or authority shall investigate the Company and/or the Indemnified Parties and any 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 Company by the Underwriter, 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 Underwriter 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 Company as they occur. The Company agrees to reimburse the Underwriter for the time spent by its personnel in connection with any Claim at their normal per diem rates.

- (g) The rights to indemnification provided in this Section 13 shall be in addition to and not in derogation of any other rights which the Underwriter may have by statute or otherwise at law.

14. Contribution

- (a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 13 hereof would otherwise be available in accordance with its terms but is, for any reason held to be illegal, unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, the Company and the Underwriter shall contribute to the aggregate of all Losses (other than loss of profits) of the nature contemplated in Section 13 hereof and suffered or incurred by the Indemnified Parties (i) in such proportion as is appropriate to reflect not only the relative benefits received by the Company, on the one hand, and the Underwriter on the other hand, from the distribution of the Offered Units, or (ii) if the allocation provided by (i) is not permitted by Applicable Law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and the Underwriter, on the other hand, in respect of such Losses; provided that the Company 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 actually received by the Underwriter or any other Indemnified Party under this Agreement and further provided that the Underwriter shall not in any event be liable to contribute, in the aggregate, any amount in excess of such total Underwriter's Fees or any portion thereof actually received by the Underwriter. However, no party who has engaged in any fraud, fraudulent misrepresentation or wilful misconduct shall be entitled to claim contribution from any person who has not engaged in such fraud, fraudulent misrepresentation or wilful misconduct.
- (b) The relative benefits received by the Company, on the one hand, and the Underwriter, on the other hand, shall be deemed to be in the same ratio as the total proceeds from the Offering of the Offered Units (net of the Underwriter's Fees payable to the Underwriter but before deducting expenses) received by the Company is to the Underwriter's Fees actually received by the Underwriter. The relative fault of the Company, on the one hand, and of the Underwriter, on the other hand, shall be determined by reference to, among other things, whether the matters or things referred to in Section 13 which resulted in such Claims and/or Losses relate to information supplied by or steps or actions taken or done or not taken or not done by or on behalf of the Company or to information supplied by or steps or actions taken or done or not taken or not done by the Underwriter and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission or misrepresentation, or other matter or thing referred to in Section 13. The amount paid or payable by an Indemnified Party as a result of the Claims and/or Losses referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such Claims and/or Losses, whether or not resulting in an action, suit, proceeding or claim. The parties to this Agreement agree that it would not be just and equitable if contribution pursuant to this Section 14 were determined by any method of allocation which does not take into account the equitable considerations referred to in this Section 14.

- (c) If the Company may be held to be entitled to contribution from the Underwriter under the provisions of any statute or at law, the Company shall be limited to contribution in an aggregate amount not exceeding the lesser of:
 - (i) the portion of the full amount of the Losses giving rise to such contribution for which the Underwriter is responsible, as determined in Section 13(a); and
 - (ii) the amount of the aggregate Underwriter's Fees actually received by the Underwriter from the Company under this Agreement.
- (d) The rights to contribution provided in this Section 14 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.
- (e) If an Indemnified Party has reason to believe that a claim for contribution may arise, the Indemnified Party shall give the Company notice thereof in writing, but failure to so notify shall not relieve the Company of any obligation which it may have to the Indemnified Party under this Section 14 provided that the Company is not materially and adversely prejudiced by such failure, and the right of the Company to assume the defence of such Indemnified Party shall apply as set out in Section 13 hereof, *mutatis mutandis*.

15. Fees and Expenses

Whether or not the purchase and sale of the Offered Units shall be completed, all fees and expenses (including all applicable sales taxes) of or incidental to the creation, issuance and delivery of the Offered Units and of or incidental to all matters in connection with the transactions herein set out shall be borne by the Company including, without limitation:

- (a) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Units and the filing of the Prospectus Supplement and any Supplementary Material;
- (b) the fees and expenses of the auditors, counsel to the Company and all local counsel (including disbursements and all applicable sales taxes such as GST, QST or HST, on all of the foregoing);
- (c) all costs incurred in connection with the preparation and printing, if applicable, of documentation contemplated hereunder and otherwise relating to the Offering; and
- (d) the reasonable out-of-pocket expenses and fees of the Underwriter, including the reasonable fees and expenses of the Underwriter's Canadian and, if required, United States counsel, with such expenses to be paid by the Company at the Closing Time or at any other time requested by the Underwriter, provided that all fees and expenses incurred by the Underwriter, or on its behalf, pursuant to the Offering shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriter.

16. All Terms to be Conditions

The Company agrees that the conditions contained in Section 10 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with or satisfy any of the conditions set out in Section 10 shall entitle

the Underwriter to terminate its obligation to purchase the Offered Units, by written notice to that effect given to the Company at or prior to the Closing Time. It is understood that the Underwriter may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Underwriter in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriter any such waiver or extension must be in writing.

17. Termination by the Underwriter in Certain Events

- (a) The Underwriter shall also be entitled to terminate its obligation to purchase the Offered Units by written notice to that effect given to the Company at or prior to the Closing Time if, after the execution and delivery of this Agreement:
- (i) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Company is made, announced, commenced or threatened by a securities regulatory authority or the CSE;
 - (ii) there is a material change or a change in a material fact or new material fact shall arise, in each case, that has or would be expected to have, in the sole opinion of the Underwriter, a material adverse effect on the business, affairs or financial condition of the Company and its Subsidiaries or on the market price or the value of the Common Shares or other securities of the Company;
 - (iii) any inquiry, action, suit, investigation or other proceeding (whether formal or informal), including matters of regulatory transgression or unlawful conduct, is commenced, announced or threatened or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the CSE or any securities regulatory authority or any law or regulation is enacted or changed which in the sole opinion of the Underwriter, acting reasonably, operates to prevent or materially restrict the trading of the Common Shares or any other securities of the Company or materially and adversely affects or will materially and adversely affect the market price or value of the Offered Units, the Shares, the Warrants, the Warrant Shares, the Compensation Options, the Common Shares or other security of the Company;
 - (iv) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence (including any natural catastrophe) or any outbreak or escalation of national or international hostilities or any crisis or calamity or act of terrorism or similar event or any governmental action, change of applicable law or regulation (or the interpretation or administration thereof), inquiry or other occurrence of any nature whatsoever, including by a result of the novel coronavirus (COVID-19) pandemic only to the extent that there are material adverse impacts related thereto after May 25, 2021, which, in each case, in the opinion of the Underwriter, seriously adversely affects, or involves, or might reasonably be expected to seriously adversely affect, or involve, the financial markets in Canada or the United States or the business, operations, affairs or financial condition of the Company and its Subsidiaries (taken as a whole); or

- (v) the Company is in breach of any term, condition or covenant of this Agreement or any representation or warranty given by the Company in this Agreement is or becomes false in any material respect and cannot be cured.
- (b) If this Agreement is terminated by the Underwriter pursuant to Section 17(a), there shall be no further liability on the part of the Underwriter, or on the part of the Company to the Underwriter except in respect of any liability which may have arisen or may thereafter arise under Sections 13, 14 and 15.
- (c) The right of the Underwriter to terminate its obligations under this Agreement is in addition to such other remedies as it may have in respect of any default, act or failure to act of the Company in respect of any of the matters contemplated by this Agreement.

18. Alternative Transaction

If, after the Company has executed this Agreement, the Company does not proceed with the Offering for any reason(s) within the scope of its control and during the period commencing on the date hereof and ending six months after the termination of this Agreement, the Company enters into a binding agreement in respect of an “Alternative Transaction” (as defined below), the Company agrees to pay all expenses in accordance with Section 15 and the Underwriter’s Fees (including Compensation Options) in accordance with this Agreement, to the extent such expenses and Underwriter’s Fees (including Compensation Options) have not already been paid by the Company. The Underwriter’s Fees that would otherwise be payable including as if the Over-Allotment Option had been exercised in full for Additional Units, and any unpaid expenses shall be payable immediately following the completion of the Alternative Transaction. An “**Alternative Transaction**” means any equity or debt financing, merger, amalgamation, arrangement, business combination, take-over bid, insider bid, issuer bid, reorganization, joint venture, sale or exchange of a part of, all of, or substantially all of the assets or securities of the Company or any similar transaction involving the Company with any arm’s length party.

19. Over-Allotment

In connection with the distribution of the Offered Units, the Underwriter and members of its selling group (if any) may over-allot or effect transactions which stabilize or maintain the market price of the Common Shares at levels above those which might otherwise prevail in the open market, in compliance with Applicable Securities Laws. Those stabilizing transactions, if any, may be discontinued at any time.

20. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered to,

in the case of the Company, to:

2700 - 700 West Georgia Street
Vancouver, British Columbia
Canada V7Y 1B8

Email: [_____]
Attention: Ahmad Doroudian, Chief Executive Officer

with a copy of any such notice (which shall not constitute notice to the Company) to:

Alexander Holburn Beaudin + Lang LLP
2700 - 700 West Georgia Street
Vancouver, British Columbia, V7Y 1B8

Email: smuglich@AHBL.CA
Attention: Stewart Muglich

in the case of the Underwriter, to:

Research Capital Corporation
199 Bay Street, Suite 4500
Commerce Court West, Box 368
Toronto, Ontario, M5L 1G2

Email: [_____]
Attention: David Keating

and with a copy of any such notice (which shall not constitute notice to the Underwriter) to:

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario, M5H 2T6

Email: jsabetti@fasken.com
Attention: John M. Sabetti

The Company and the Underwriter may change their respective addresses for notice by notice given in the manner aforesaid. Any such notice or other communication shall be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, shall be given by fax and shall be deemed to have been given when: (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; and (ii) in the case of a notice delivered or given by fax on the first Business Day following the day on which it is sent.

21. Relationship between the Company and the Underwriter

In connection with the services described herein, the Underwriter shall act as independent contractor, and any duties of the Underwriter arising out of this Agreement shall be owed solely to the Company. The Company acknowledges that each of the Underwriter is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of the Company and that the Underwriter shall have no obligation to disclose such activities and services to the Company. The Company acknowledges and agrees that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Company, on the one hand, and the Underwriter and any of their respective affiliates through which they may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Underwriter or such affiliates, and each party

hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. The Company acknowledges and agrees that it waives, to the fullest extent permitted by law, any claims the Company and its affiliates may have against the Underwriter for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriter shall have no liability (whether direct or indirect) to the Company or any of its affiliates 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 Company, including stockholders, employees or creditors of the Company. Information which is held elsewhere within the Underwriter, but of which none of the individuals in the investment banking department or division of the Underwriter involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Underwriter to the Company under this Agreement.

The Company acknowledges and agrees that: (a) the Underwriter has not assumed and does not assume a fiduciary responsibility in favour of the Company with respect to the Offering contemplated hereby or the process leading thereto and the Underwriter has no obligation to the Company with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Underwriter and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (c) the Underwriter has not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

22. Miscellaneous

- (a) This Agreement shall enure to the benefit of, and shall be binding upon, the Underwriter and the Company and their respective successors and legal representatives, provided that no party may assign this Agreement or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- (b) This Agreement, including all schedules to this Agreement, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such subject matter. For greater certainty and notwithstanding the foregoing, the Company acknowledges and agrees that Section 21 of the agency agreement between the Company and Mackie Research Capital Corporation dated December 2, 2020 continues in full force and effect, unamended, in accordance with its terms. This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by all of the parties.
- (c) The Company acknowledges and agrees that: (i) the purchase and sale of the Offered Units, pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriter, on the other; (ii) in connection therewith and with the process leading to such transaction the Underwriter is acting solely as a principal and not the agent or fiduciary of the Company; (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favour of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Underwriter has advised or is concurrently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement; and (iv) the Company has consulted its own legal and financial

advisors to the extent they deemed appropriate. The Company agrees that it will not claim that the Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

- (d) The Company acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Underwriter in connection with this Agreement and its engagement hereunder are intended solely for the Company's benefit and the Company's internal use only with respect to the Offering and the Company agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Underwriter's prior written consent in each specific instance. Any advice or opinions given by the Underwriter hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Underwriter(s), in its sole judgment, deems necessary or prudent in the circumstances. The Underwriter expressly disclaims any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Underwriter or any unauthorized reference to the Underwriter or this Agreement.
- (e) The Company acknowledges that RCC is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services and that in the ordinary course of its trading and brokerage activities, RCC and/or any of its affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Company or any other company that may be involved in a transaction or related derivative securities.
- (f) Neither the Company nor the Underwriter shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable laws or stock exchange rules. In such event, the party proposing to make the announcement will provide the other party with a reasonable opportunity, in the circumstances, to review a draft of the proposed announcement and to provide comments thereon.
- (g) No waiver of any provision of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.
- (h) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.
- (i) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

- (j) Time shall be of the essence hereof and, following any waiver or indulgence by any party, time shall again be of the essence hereof.
- (k) The words, “hereunder”, “hereof” and similar phrases mean and refer to the Agreement formed as a result of the acceptance by the Company of this offer by the Underwriter to purchase the Offered Units.
- (l) All warranties, representations, covenants (including indemnification obligations) and agreements of the Company and the Underwriter contained in this Agreement and in any Ancillary Document shall survive the purchase by the Underwriter or the Substituted Purchasers of the Offered Units and shall continue in full force and effect for the benefit of the Underwriter regardless of the Closing of the sale of the Offered Units, any subsequent disposition of the Offered Units by the Underwriter or the termination of the Underwriter’s obligations under this Agreement and shall not be limited or prejudiced by any investigation made by the Underwriter in accordance with the preparation of the Preliminary Prospectus, the Prospectus or any Supplementary Material or the distribution of the Offered Units or otherwise, and the Company agrees that the Underwriter shall not be presumed to know of the existence of a claim against the Company under this Agreement or any Ancillary Document or in connection with the purchase and sale of the Offered Units as a result of any investigation made by the Underwriter in accordance with the preparation of the Preliminary Prospectus, the Prospectus or any Supplementary Material or the distribution of the Offered Units or otherwise.
- (m) Each of the parties hereto shall be entitled to rely on delivery of a facsimile or portable document format copy of this Agreement and acceptance by each such party of any such facsimile or portable document format copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.
- (n) This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by facsimile or other electronic means and all such counterparts and electronic transmissions shall together constitute one and the same agreement.

[remainder of page intentionally left blank]

If this Agreement accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing the enclosed copies of this Agreement where indicated and returning them to us.

Yours very truly,

RESEARCH CAPITAL CORPORATION

By: Signed "David Keating"
Name: David Keating
Title: Managing Director, Head of Equity Capital
Markets, Co-Head of Capital Markets

Accepted and agreed to by the undersigned as of the date of this letter first written above.

BETTERLIFE PHARMA INC.

By: Signed "Ahmad Doroudian"
Name: Ahmad Doroudian
Title: Chief Executive Officer