

**UNDERWRITING AGREEMENT**

Dated Effective May 27, 2015

Vogogo Inc.  
320 – 23<sup>rd</sup> Avenue SW  
Suite 400  
Calgary, Alberta T2W 0J2

Ladies and Gentlemen:

Based upon and subject to the terms and conditions set out in this agreement (the "**Agreement**"), Salman Partners Inc. ("**Salman Partners**"), as sole book-runner and co-lead underwriter, and Clarus Securities Inc. and Beacon Securities Limited, as co-lead underwriters (together with Salman Partners, the "**Underwriters**"), hereby severally (and not jointly nor jointly and severally) offer to purchase for resale, on a "bought deal" basis, from Vogogo Inc. (the "**Company**") in the respective percentages set out in Section 19 hereof (subject to such adjustments to eliminate fractional shares as Salman Partners may determine), and the Company hereby agrees to sell to the Underwriters, an aggregate of 4,840,000 common shares of the Company (the "**Firm Shares**"), at a price of \$2.25 per Firm Share (the "**Issue Price**"), for aggregate gross proceeds to the Company of \$10,890,000.

In addition, the Company hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional 726,000 common shares of the Company (the "**Option Shares**"), at a price of \$2.25 per Option Share, for additional gross proceeds to the Company of up to \$1,633,500 to cover over-allotments, if any, and for market stabilization purposes. The Over-Allotment Option is exercisable in whole or in part, at any time, from time to time, at the sole discretion of the Underwriters (subject to such adjustments to eliminate fractional shares as Salman Partners may determine), for a period of 30 days following the Closing Date (as hereinafter defined) as more particularly described in Section 2 hereof. The Firm Shares and the Option Shares are collectively referred to herein as the "**Offered Shares**" and the offer and sale of the Firm Shares and the Option Shares, if any, is referred to herein as the "**Offering**".

The Offered Shares may be distributed in each of the Provinces of British Columbia, Alberta and Ontario (the "**Qualifying Jurisdictions**") by the Underwriters pursuant to the Final Prospectus (as hereinafter defined). Subject to applicable Law (as hereinafter defined) and the terms of this Agreement, the Offered Shares may also be distributed outside Canada where they may be lawfully sold on a basis exempt from the prospectus, registration and similar requirements of any such jurisdictions.

In consideration of the Underwriters' services to be rendered in connection with the Offering, the Company shall pay to the Underwriters a fee (the "**Underwriting Fee**") equal to 7.0% of the gross proceeds of the Offering.

**Section 1 Definitions.**

In this Agreement:

"**Agreement**" means this underwriting agreement and all the schedules attached to it;

"**Business Day**" means a day which is not a Saturday, a Sunday or a day on which major banks are closed for business in Toronto, Ontario or Calgary, Alberta;

"**Canadian Securities Regulators**" means the applicable securities commissions or similar regulatory authorities in each of the Qualifying Jurisdictions and "Canadian Securities Regulator" means any one of them;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Claims**" has the meaning given to that term in Section 16(1);

"**Closing**" means the completion of the issue and sale of the Firm Shares and, if applicable, any Option Shares issued and sold pursuant to the exercise of the Over-Allotment Option;

"**Closing Date**" means June 16, 2015 or such other date as the Company and the Underwriters may agree upon in writing, provided that in no event shall the Closing Date be later than the date that is 42 days after the date of the receipt for the Final Prospectus;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and the Underwriters may agree;

"**Common Shares**" means the common shares in the capital of the Company, as constituted from time to time;

"**Communication**" has the meaning given to that term in Section 23(1);

"**Company**" has the meaning given to that term on the first page of this Agreement;

"**Condition of the Company**" means the business, affairs, operations, assets, properties, prospects, liabilities (contingent or otherwise), capital, control, earnings or financial condition of the Company and the Subsidiaries, taken as a whole;

"**Defaulted Securities**" has the meaning given to that term in Section 19;

"**Documents Incorporated by Reference**" means all financial statements, management information circulars, annual information forms, material change reports, business acquisition reports or other documents filed by the Company, whether before or after the date of this Agreement, that are required by applicable Securities Laws of the Qualifying Jurisdictions to be incorporated by reference into the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;

"**Employee Plans**" has the meaning given to that term in Section 11(34);

"**Engagement Letter**" means the engagement letter dated May 27, 2015 signed by Salman Partners and Clarus Securities Inc. on their respective behalf and on behalf of the

Underwriters and accepted by the Company in respect of the Offering, as amended by the letter dated May 28, 2015 signed by Salman Partners on its own behalf and on behalf of the Underwriters and accepted by the Company in respect of the Offering;

**"Environmental Laws"** has the meaning given to that term in Section 11(43);

**"Final Prospectus"** means the (final) short form prospectus, including all of the Documents Incorporated by Reference, relating to the distribution of the Offered Shares and for which a receipt has been issued by the Ontario Securities Commission and the Principal Regulator on its own behalf and on behalf of each of the other Canadian Securities Regulators pursuant to the Passport System and NP 11-202;

**"Financial Information"** means, collectively, the financial and accounting information relating to the Company and incorporated by reference into the Preliminary Prospectus, the Final Prospectus and any Supplementary Material, including the Financial Statements, and the accompanying management's discussion and analysis;

**"Financial Statements"** means, collectively, the financial statements of the Company and the Subsidiaries included in the Documents Incorporated by Reference, including the notes thereto together with any reports thereon prepared by Collins Barrow Calgary LLP, BDO Canada LLP and MNP LLP as at and for the periods included therein;

**"Firm Shares"** has the meaning given to that term on the first page of this Agreement;

**"Governmental Authority"** means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department or body, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental, self-regulatory or private body or organization exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Canadian Securities Regulators, the TSXV and the Investment Industry Regulatory Organization of Canada;

**"Hazardous Materials"** has the meaning given to that term in Section 11(43);

**"IFRS"** has the meaning given to that term in Section 11(22);

**"including"** means including, without limitation;

**"Indemnified Party"** has the meaning given to that term in Section 16(1);

**"Intellectual Property"** has the meaning given to that term in Section 11(44);

**"Issue Price"** has the meaning given to that term on the first page of this Agreement;

**"Laws"** means the Securities Laws and all other 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, and the term "applicable" with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority, having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

"**Lock-Up Agreements**" has the meaning given to that term in Section 10(12);

"**misrepresentation**", "**material fact**", "**material change**", "**person**" and "**company**" mean, with respect to circumstances to which the Securities Laws of a particular Qualifying Jurisdiction are applicable, a misrepresentation, material fact, material change, person and company as defined under the Securities Laws of that Qualifying Jurisdiction and, if not so defined or in circumstances in which the particular Securities Laws of a particular Qualifying Jurisdiction are not applicable, mean a misrepresentation, material fact, material change, person and company, as defined under the *Securities Act* (Alberta);

"**Money Laundering Laws**" has the meaning given to that term in Section 11(47);

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"**NP 11-202**" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"**Offered Shares**" has the meaning given to that term on the first page of this Agreement;

"**Offering**" has the meaning given to that term on the first page of this Agreement;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Final Prospectus and any Supplementary Material;

"**Option Shares**" has the meaning given to that term on the first page of this Agreement;

"**Over-Allotment Notice**" has the meaning given to that term in Section 2(1);

"**Over-Allotment Option**" has the meaning given to that term on the first page of this Agreement;

"**Passport System**" means the system and procedures for prospectus filing and review under Multilateral Instrument 11-102 – *Passport System* adopted by the Canadian Securities Regulators (other than the Ontario Securities Commission);

**"Person"** means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability corporation, joint stock company, trust, unincorporated association, joint venture, or other entity or Governmental Authority, and pronouns have a similarly extended meaning;

**"Preliminary Prospectus"** means the preliminary short form prospectus of the Company dated June 2, 2015 including all of the Documents Incorporated by Reference, prepared by the Company and relating to the distribution of the Offered Shares and for which a receipt has been issued by the Ontario Securities Commission and the Principal Regulator on its own behalf and on behalf of each of the other Canadian Securities Regulators pursuant to the Passport System and NP 11-202;

**"Principal Regulator"** means the Alberta Securities Commission as principal regulator of the Company under the Passport System and NP 11-202;

**"Purchasers"** has the meaning given to that term in Section 3(2);

**"Qualifying Jurisdictions"** has the meaning given to that term on the first page of this Agreement;

**"Salman Partners"** has the meaning given to that term on the first page of this Agreement;

**"Securities Laws"** means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Jurisdictions and the applicable securities laws of all other jurisdictions other than the Qualifying Jurisdictions in which the Offered Shares are offered, as applicable, and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, national or multilateral instruments, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

**"Securities Regulator"** means the Canadian Securities Regulators and the securities regulators or other securities regulatory authorities in any other jurisdictions in which the Offered Shares are offered or sold, as the case may be;

**"Selling Firms"** has the meaning given to that term in Section 3(3);

**"Standard Listing Conditions"** has the meaning given to that term in Section 4(1)(d);

**"Subsequent Disclosure Documents"** means any financial statements, management information circulars, annual information forms, material change reports, business acquisition reports or other documents filed by the Company after the date of this Agreement that are required by applicable Securities Laws to be incorporated by reference in the Preliminary Prospectus or Final Prospectus;

**"Subsidiaries"** means the Company's material subsidiaries, being: (a) Vogogo Canada Inc., a corporation existing under the laws of Alberta; (b) Vogogo USA Inc., a corporation existing under the laws of Delaware; (c) Vogogo E.U. Ltd., a corporation

existing under the laws of England and Wales; and (d) Vanado, Inc., a corporation existing under the laws of Colorado;

"**Substituted Purchasers**" has the meaning given to that term in Section 3(2);

"**Supplementary Material**" has the meaning given to that term in Section 5 of this Agreement;

"**TSXV**" means the TSX Venture Exchange;

"**Underwriters**" has the meaning given to that term on the first page of this Agreement;

"**Underwriting Fee**" has the meaning given to that term on the second page of this Agreement; and

"**United States**" means the United States of America, including its territories and possessions, any State of the United States, and the District of Columbia.

## **Section 2 Over-Allotment Option.**

- (1) The Company hereby grants to the Underwriters, for the purpose of covering over-allotments, if any, or for market stabilization purposes, the Over-Allotment Option to purchase the Option Shares. The Over-Allotment Option is exercisable in whole or in part at any time or times on or before 5:00 p.m. (Calgary time) on the 30th day following the Closing Date. For greater certainty, the Underwriters shall be paid the Underwriting Fee in respect of the sale of any Option Shares purchased pursuant to the exercise of the Over-Allotment Option. Salman Partners, on behalf of the Underwriters, may exercise the Over-Allotment Option from time to time, in whole or in part, during the period thereof by delivering written notice to the Company (the "**Over-Allotment Notice**") specifying the number of Option Shares which the Underwriters wish to purchase. If the Underwriters exercise the Over-Allotment Option, the Underwriters shall, on the date of Closing of any exercise of the Over-Allotment Option, which shall be a date that is not less than three Business Days and not more than five Business Days after the date of the Over-Allotment Notice (such day to be specified by Salman Partners in the Over-Allotment Notice, on behalf of the Underwriters, in their sole discretion), pay to the Company the aggregate purchase price for the Over-Allotment Shares so purchased by wire transfer, certified cheque or bank draft in Canadian currency against electronic delivery of the Option Shares. Salman Partners (on behalf of the Underwriters) will provide a direction to the Company with respect to the crediting of the Option Shares to the accounts of participants of CDS as shall be designated by Salman Partners (on behalf of the Underwriters) in writing in sufficient time prior to the Closing Date to permit such crediting. The applicable terms, conditions and provisions of this Agreement shall apply *mutatis mutandis* to the issuance of any Option Shares pursuant to any exercise of the Over-Allotment Option.
- (2) In the event that the Company shall subdivide, consolidate, reclassify or otherwise change its 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 Option

Shares issuable on exercise thereof such that the Underwriters are entitled to arrange for the sale of the same number and type of securities that the Underwriters would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

### **Section 3     The Offering.**

- (1) Each Purchaser resident in a Qualifying Jurisdiction shall purchase the Offered Shares pursuant to the Final Prospectus. The Company hereby agrees to secure compliance with all Securities Laws of the Qualifying Jurisdictions on a timely basis in connection with the distribution of the Offered Shares. The Underwriters agree to assist the Company in all reasonable respects to secure compliance with all regulatory requirements in connection with the Offering.
- (2) The Company understands that although this Agreement is presented on behalf of the Underwriters as purchasers, the Underwriters may arrange for substituted purchasers (the "**Substituted Purchasers**") for the Offered Shares. It is further understood that the Underwriters agree to purchase or cause to be purchased the Firm Shares, and if the Over-Allotment Option is exercised, the Option Shares being issued by the Company and that this commitment is not subject to the Underwriters being able to arrange Substituted Purchasers. Each Substituted Purchaser shall purchase Offered Shares at the Issue Price set forth in the paragraphs above, and to the extent that Substituted Purchasers purchase Offered Shares, the obligations of the Underwriters to do so will be reduced by the number of Offered Shares purchased by the Substituted Purchasers from the Company (but shall not relieve the Underwriters from paying to the Company the Issue Price per Offered Share purchased by such Substituted Purchasers). Any reference in this Agreement hereafter to "**Purchasers**" shall be taken to be a reference to the Underwriters, as the initial committed purchasers, and to the Substituted Purchasers, if any.
- (3) The Company agrees that the Underwriters shall have the right to invite one or more investment dealers (each, a "**Selling Firm**") to form a selling group to participate in the soliciting of offers to purchase the Offered Shares. The Underwriters have the exclusive right to control all compensation arrangements between the members of the selling group, such compensation to be payable by the Underwriters and shall not result in any additional amounts to be paid by the Company. Subject to Section 16 hereof, the Company grants all of the rights and benefits of this Agreement to any Selling Firm so appointed by the Underwriters and appoints the Underwriters as trustees of such rights and benefits for such Selling Firms, and the Underwriters hereby accept such trust and agree to hold such rights and benefits for and on behalf of such Selling Firms. The Underwriters shall ensure that any Selling Firm appointed pursuant to the provisions of this Section 3(3) or with whom the Underwriters have a contractual relationship with respect to the Offering, if any, agrees with the Underwriters to comply with the covenants and obligations given by the Underwriters herein or to which the Underwriters are subject.

- (4) The Company represents and warrants to, and covenants and agrees with, the Underwriters that the Company has prepared and will promptly, after the execution and delivery of this Agreement, file the Preliminary Prospectus and other related documents relating to the proposed distribution in the Qualifying Jurisdictions of the Offered Shares in accordance with Securities Laws, and in any event no later than 5:00 p.m. (Calgary time) on June 2, 2015, and the Company shall use commercially reasonable efforts to obtain a receipt for the Preliminary Prospectus from the Ontario Securities Commission and the Principal Regulator on its own behalf and on behalf of the other Canadian Securities Regulators pursuant to the Passport System and NP 11-202 as soon as practicable thereafter.
- (5) The Company shall use reasonable commercial efforts to promptly resolve all comments received of, or deficiencies raised by, the Canadian Securities Regulators with respect to the Preliminary Prospectus as soon as possible after receipt of such comments. Subject to the following sentence of this Section 3(5), the Company shall use reasonable commercial efforts to have prepared and filed the Final Prospectus and other related documents relating to the proposed distribution in the Qualifying Jurisdictions of the Offered Shares in accordance with Securities Laws on or before June 9, 2015 and the Company shall use reasonable commercial efforts to obtain a receipt for the Final Prospectus from the Ontario Securities Commission and the Principal Regulator on its own behalf and on behalf of the other Canadian Securities Regulators pursuant to the Passport System and NP 11-202 by 5:00 pm (Calgary time) on June 9, 2015 (or such other time and/or later date as the Company and Salman Partners may agree). In the event the Principal Regulator exercises its right under subsection 5.5(3) of NP 11-202 to apply the review time period applicable for a long form prospectus to its review of the Preliminary Prospectus, or otherwise takes more than three Business Days to provide its first comment letter, the deadline for filing the Final Prospectus referenced above and the expected Closing Date shall be extended by the number of days beyond the usual three Business Day review period that the Principal Regulator takes to provide its first comment letter to a maximum of seven additional Business Days, unless otherwise agreed to by Salman Partners.
- (6) Until the earlier of the date on which: (i) the distribution of the Offered Shares is completed; or (ii) the Underwriters have exercised their termination rights pursuant to Section 15, the Company will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under Securities Laws to continue to qualify the distribution of the Offered Shares or, in the event that the Offered Shares have, for any reason, ceased so to qualify, to so qualify again the Offered Shares for distribution in the Qualifying Jurisdictions. The Underwriters shall, upon the Company obtaining a receipt for the Final Prospectus from or on behalf of each of the Canadian Securities Regulators, and upon receiving sufficient copies of the Final Prospectus from the Company in accordance with Section 7(2), deliver one copy of the Final Prospectus (together with any amendments thereto) to all persons resident in the Qualifying Jurisdictions who are to acquire the Offered Shares.
- (7) Prior to the filing of the Preliminary Prospectus, the filing of the Final Prospectus, the filing of any Supplementary Material and the Closing, the Company shall have permitted



the Underwriters to review each of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material and shall allow the Underwriters to conduct any due diligence investigations which they reasonably require in order to fulfill their obligations as underwriters under applicable Securities Laws and in order to enable the Underwriters to responsibly execute the certificate in the Preliminary Prospectus, the Final Prospectus and any Supplementary Material required to be executed by them.

#### **Section 4 Deliveries on Filing and Related Matters.**

- (1) The Company shall deliver, and where not in the control of the Company, use reasonable commercial efforts to deliver or cause the delivery, to the Underwriters:
  - (a) at the Closing Time, a copy of the Preliminary Prospectus and the Final Prospectus in the English language signed and certified by the Company as required by applicable Securities Laws in the Qualifying Jurisdictions;
  - (b) at the Closing Time, a copy of any other document required to be filed by the Company under applicable Securities Laws of the Qualifying Jurisdictions in connection with the filing of the Final Prospectus;
  - (c) concurrently with the filing of the Final Prospectus with the Canadian Securities Regulators, a "long-form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Company from each of Collins Barrow Calgary LLP, BDO Canada LLP and MNP LLP with respect to the Financial Information contained in the Final Prospectus, which letter shall be based on a review by Collins Barrow Calgary LLP, BDO Canada LLP and MNP LLP within a cut-off date of not more than two Business Days prior to the date of the Final Prospectus, and which letter shall be in addition to the auditor's reports incorporated by reference in the Final Prospectus and the consent letters of Collins Barrow Toronto LLP, BDO Canada LLP and MNP LLP addressed to the Canadian Securities Regulators; and
  - (d) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the TSXV of the Offered Shares has been approved, subject only to satisfaction by the Company of customary post-closing conditions imposed by the TSXV (the "**Standard Listing Conditions**").
- (2) During the period commencing on the date hereof and until the completion of the distribution of the Offered Shares, the Company will promptly provide to the Underwriters drafts of any press releases of the Company and the Company will, acting reasonably and in good faith, take into account any comments of the Underwriters prior to issuance.
- (3) Prior to the filing of the Final Prospectus with the Canadian Securities Regulators, the Company shall file or cause to be filed with the TSXV all necessary documents and shall take or cause to be taken all necessary steps reasonably required to ensure that the

Company has obtained all necessary approvals for the Offered Shares to be conditionally listed on the TSXV, subject only to the Standard Listing Conditions.

### **Section 5      Supplementary Material.**

The Company shall also prepare and promptly deliver to the Underwriters duly signed copies of all amendments to the Preliminary Prospectus or the Final Prospectus and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Company under Securities Laws relating to the distribution of the Offered Shares thereunder (collectively, the "**Supplementary Material**"). The Supplementary Material shall be in form and substance reasonably satisfactory to the Underwriters and their counsel. Concurrently with the delivery of any Supplementary Material or the incorporation by reference in the Offering Documents of any Subsequent Disclosure Document, the Company shall deliver to the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, a comfort letter or letters, as applicable, substantially similar to that referred to in Section 4(1)(c).

### **Section 6      Delivery Constitutes Representation and Consent.**

- (1) Delivery of an Offering Document by the Company shall constitute a representation and warranty by the Company to the Underwriters that, as at their respective dates of filing:
  - (a) all information and statements (except information and statements relating solely to the Underwriters furnished to the Company in writing for use therein) contained and/or incorporated by reference in such Offering Document are true and correct in all material respects and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company, the Condition of the Company and the Offered Shares as required by applicable Securities Laws in the Qualifying Jurisdictions;
  - (b) no material fact or information has been omitted therefrom (except facts or information relating solely to the Underwriters and not provided in writing by the Underwriters for inclusion in such Offering Document) which is required to be stated therein or is necessary to make any statement or information contained therein not false or misleading in light of the circumstances in which it was made and that none of such documents contains an untrue statement of a material fact; and
  - (c) except with respect to any information relating solely to the Underwriters and provided in writing by the Underwriters for inclusion in the Preliminary Prospectus, the Final Prospectus and any Supplementary Material, such documents comply in all material respects with Securities Laws in the Qualifying Jurisdictions.
- (2) Such delivery shall also constitute the Company's consent to the use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material by the Underwriters and the Selling Firms for the distribution of the Offered Shares in the Qualifying

Jurisdictions in compliance with the provisions of this Agreement and Securities Laws in the Qualifying Jurisdictions.

### **Section 7 Commercial Copies.**

The Company shall:

- (1) cause commercial copies of the Preliminary Prospectus to be delivered to the Underwriters without charge, in such numbers and at such locations in the Qualifying Jurisdictions as the Underwriters may reasonably request by written instructions to the Company or the Company's financial printer given forthwith after the Underwriters have been advised that the Company has complied with the Securities Laws in the Qualifying Jurisdictions with respect to the filing of the Preliminary Prospectus. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is two Business Days after compliance with applicable Securities Laws in the Qualifying Jurisdictions with respect to the filing of the Preliminary Prospectus;
- (2) cause commercial copies of the Final Prospectus and any Supplementary Material to be delivered to the Underwriters without charge, in such numbers and at such locations in the Qualifying Jurisdictions as the Underwriters may reasonably request by written instructions to the Company or the Company's financial printer given forthwith after the Underwriters have been advised that the Company has complied with the Securities Laws in the Qualifying Jurisdictions with respect to the filing of the Final Prospectus. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is two Business Days after compliance with applicable Securities Laws in the Qualifying Jurisdictions with respect to the filing of the Final Prospectus, and on or before a date which is one Business Day after the Principal Regulator has issued a receipt, on its own behalf and on behalf of the Canadian Securities Regulators, for, or accepted for filing, as the case may be, any Supplementary Material; and
- (3) cause to be provided to the Underwriters, without charge, such number of copies of any Documents Incorporated by Reference in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material as the Underwriters may reasonably request for use in connection with the distribution of the Offered Shares.

### **Section 8 Marketing Materials.**

- (1) During the distribution of the Firm Shares, and, if applicable, the Option Shares, the Company and Salman Partners shall approve in writing (prior to such time that marketing materials are provided to potential investors) any marketing materials reasonably requested to be provided by the Underwriters to any potential investor of Firm Shares, and, if applicable, the Option Shares, such marketing materials to comply with Securities Laws. The Company shall file a template version of such marketing materials with the Canadian Securities Regulators as soon as reasonably practicable after such marketing materials are so approved in writing by the Company and Salman Partners, on behalf of the Underwriters, and in any event on or before the day the marketing materials are first provided to any potential investor of Firm Shares, or, if applicable, Option Shares

(provided, however, in either case, that the Underwriters have complied with Section 8(2)(a)), and such filing shall constitute the Underwriters' authority to use such marketing materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 44-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Company;

- (2) the Company and each of the Underwriters, on a several basis (and not joint nor joint and several basis), covenant and agree:
  - (a) not to provide any potential investor of Firm Shares, and, if applicable, the Option Shares, with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Canadian Securities Regulators on or before the day such marketing materials are first provided to any potential investor of Firm Shares, or, if applicable, the Option Shares;
  - (b) not to provide any potential investor with any materials or information in relation to the distribution of the Firm Shares, and, if applicable, the Option Shares or the Company other than (i) such marketing materials that have been approved and filed in accordance with Section 8(1), (ii) the Preliminary Prospectus and the Final Prospectus, and (iii) any standard term sheets approved in writing by the Company and Salman Partners; and
  - (c) that any marketing materials approved and filed in accordance with Section 8(1) and any standard term sheets approved in writing by the Company and Salman Partners shall only be provided to potential investors in the Qualified Jurisdictions.

## **Section 9     Material Changes.**

- (1) During the period commencing on the date hereof up until such time as the Underwriters notify the Company of the completion of the distribution of the Offered Shares under the Final Prospectus, the Company shall promptly inform the Underwriters in writing of the full particulars of:
  - (a) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the Condition of the Company;
  - (b) any material fact which has arisen or has been discovered and would have been required to have been stated in the Offering Documents had the fact arisen or been discovered on, or prior to, the date of such documents; and
  - (c) 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 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 statement in the Offering Documents untrue or misleading in any

material respect or which would result in a misrepresentation in the Offering Documents, or which would result in the Offering Documents not complying (to the extent that such compliance is required) with the Securities Laws of any Qualifying Jurisdiction.

- (2) The Company shall promptly, and in any event within any applicable time limitation, comply, to the satisfaction of the Underwriters, acting reasonably, with all applicable filings and other requirements under Securities Laws as a result of such material fact or change, including, without limitation, the preparation and filing of any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Shares for distribution in each of the Qualifying Jurisdictions.
- (3) In addition to the provisions of Section 9(1) and Section 9(2) hereof, the Company shall in good faith discuss with the Underwriters any change, event or fact contemplated in Section 9(1) and Section 9(2) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under Section 9(1) hereof and shall reasonably consult with the Underwriters with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Underwriters and their counsel, acting reasonably.
- (4) If during the period of distribution of the Offered Shares there shall be any change in applicable Securities Laws which, in the opinion of the Underwriters, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriters, the Company shall, to the satisfaction of the Underwriters, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Canadian Securities Regulators where such filing is required.

#### **Section 10 Covenants of the Company.**

The Company hereby covenants to the Underwriters that:

- (1) the Company will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus or any amendment thereof has been filed and a receipt therefor has been obtained pursuant to the Passport System and NP 11-202 and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipt;
- (2) the Company will advise the Underwriters, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and a receipt therefor has been obtained pursuant to the Passport System and NP 11-202 and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipt;
- (3) the Company will, until the end of the distribution of the Offered Shares, advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

- (a) the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Offering Documents;
  - (b) the suspension of the qualification for distribution of the Offered Shares in any of the Qualifying Jurisdictions or the institution, threatening or contemplation of any proceeding for any such purposes; or
  - (c) the receipt by the Company of any communication, whether written or oral, from any Canadian Securities Regulators or any stock exchange, relating to the distribution of the Offered Shares or any requests made by any Canadian Securities Regulators for amending or supplementing the Preliminary Prospectus, the Final Prospectus or any Supplementary Material or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in Section 10(3)(a) above and, if any such order is issued, to obtain the withdrawal thereof as promptly as possible;
- (4) for a period of at least 12 months following the Closing Date, the Company shall use its commercially reasonable efforts to maintain its status as a "reporting issuer" under the Securities Laws of the Qualifying Jurisdictions not in default of any requirement of such Securities Laws, provided that the Company shall not be required to comply with this Section 10(4) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the *Business Corporations Act* (Alberta));
- (5) the Company shall use commercially reasonable efforts to remain a corporation validly subsisting under the laws of its jurisdiction of incorporation, licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the character of its properties owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and shall carry on its business in the ordinary course and in compliance in all material respects with all applicable Laws, rules and regulations of each such jurisdiction, provided that the Company shall not be required to comply with this Section 10(5) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the *Business Corporations Act* (Alberta));
- (6) the Company shall use commercially reasonable efforts to ensure that the Offered Shares are, when issued, listed and posted for trading on the TSXV upon their date of issuance;
- (7) for a period of at least 12 months following the Closing Date, the Company shall use commercially reasonable efforts to maintain the listing of the Common Shares on the TSXV, or such other recognized stock exchange or quotation system as Saloman Partners, on behalf of the Underwriters, may approve, acting reasonably, provided that the Company shall not be required to comply with this Section 10(7) following the completion of a merger, amalgamation, arrangement, business combination or take-over

- bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the *Business Corporations Act* (Alberta));
- (8) the Company shall ensure that the Offered Shares shall, when issued, be duly issued as fully paid and non-assessable Common Shares on payment of the purchase price therefor;
  - (9) the Company shall use the net proceeds of the Offering in the manner specified in the Final Prospectus, subject to the qualifications stated therein;
  - (10) the Company shall execute and file with the Canadian Securities Regulators all forms, notices and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the Qualifying Jurisdictions in the time required by applicable Securities Laws in the Qualifying Jurisdictions;
  - (11) the Company shall use its reasonable best efforts to cause to be fulfilled, at or prior to the Closing Date, each of the conditions required to be fulfilled by it set out in Section 13 hereof;
  - (12) the Company shall use its reasonable commercial efforts to cause each of the directors and officers of the Company to execute agreements (the "**Lock-Up Agreements**") on or prior to the Closing Date, in the form attached as Schedule "A" hereto, in favour of the Underwriters, agreeing not to, 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, any Common Shares or securities exercisable or exchangeable for or convertible into Common Shares held by them, directly or indirectly, for a period ending 90 days from the Closing Date unless (among other customary exceptions set forth in the Lock-Up Agreements) (a) they first obtain the prior written consent of Salman Partners, on behalf of the Underwriters, which consent will not be unreasonably withheld or delayed, or (b) there occurs a merger, amalgamation, arrangement, business combination or take-over bid in respect of the Company. For greater certainty, the Lock-Up Agreements shall not amend, limit, alter, reduce or impair the terms of any escrow, standstill and/or lock-up agreement to which the foregoing persons or entities are currently subject.

## **Section 11 Representations and Warranties of the Company.**

The Company represents and warrants to the Underwriters as of the date hereof, and acknowledges that the Underwriters are relying on such representations and warranties in entering into this Agreement, that (it being understood that any certificate to such effect signed by any officer of the Company and delivered to the Underwriters shall be deemed a representation and warranty by the Company to the Underwriters as to matters covered thereby):

- (1) the Company and each of the Subsidiaries is a valid and subsisting corporation duly formed, incorporated, continued or amalgamated, as applicable, and in good standing

under the laws of their respective jurisdictions of formation, incorporation, continuation or amalgamation and have all requisite formation, power, capacity and authority to carry on their business as currently conducted and to own, lease and operate their respective properties and assets and, in the case of the Company, to execute, deliver and perform its obligations under this Agreement, including the issuance and sale of the Offered Shares, and no proceedings have been taken or authorized by the Company or its shareholders or any of the Subsidiaries, or to the knowledge of the Company, any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Company or any of its Subsidiaries;

- (2) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally, and except as limited by the application of equity remedies which may be granted in the discretion of a court of competent jurisdiction;
- (3) the Company and its Subsidiaries are not in violation of their constating documents, which violation or breach might reasonably be expected to have a material adverse effect on the Condition of the Company;
- (4) the execution and delivery of this Agreement, the performance of the Company's obligations hereunder, the issuance and sale of the Offered Shares by the Company and the consummation of the transactions contemplated hereunder do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with:
  - (a) any of the terms, conditions or provisions of the articles or by-laws of the Company, or any resolution of the Company's directors (or committees of directors) or shareholders;
  - (b) any Law applicable to the Company or any of the Subsidiaries except where any such breach or default would not have a material adverse effect on the Condition of the Company or a material adverse effect on the Offering;
  - (c) any contract to which the Company or any of the Subsidiaries is a party or by which they are bound except where any such breach or default would not have a material adverse effect on the Condition of the Company or a material adverse effect on the Offering; or
  - (d) any judgment, decree or order binding the Company or its Subsidiaries or the property or assets thereof except where any such breach or default would not have a material adverse effect on the Condition of the Company or a material adverse effect on the Offering;
- (5) CST Trust Company at its principal office in Calgary, Alberta acts as the registrar and transfer agent for the Common Shares;



- (6) the issuance and sale by the Company of the Offered Shares has been duly authorized by all necessary corporate action of the Company;
- (7) upon their issuance in accordance with this Agreement, the Offered Shares will be validly issued and outstanding as fully paid and non-assessable Common Shares, free and clear of all Liens;
- (8) the Offered Shares and the grant of the Over-Allotment Option are not subject to any pre-emptive right or any right of first refusal or similar right in favour of any person that has not been waived;
- (9) the authorized capital of the Company consists of an unlimited number of Common Shares and an unlimited number of preferred shares, issuable in series, of which 41,418,378 Common Shares are outstanding as fully paid and non-assessable shares in the capital of the Company as of the date hereof;
- (10) the Common Shares are listed for trading on the TSXV and the Company is in compliance in all material respects with the rules and regulations of the TSXV;
- (11) the attributes of the Offered Shares will be consistent in all material respects with the description thereof in the Final Prospectus;
- (12) the terms and the number of options to purchase Common Shares granted by the Company currently outstanding conforms to the description thereof contained in the Offering Documents and, other than as contemplated by this Agreement and options granted to directors, officers, employees and consultants of the Company to purchase Common Shares as properly disclosed in the Offering Documents, no person has any agreement (oral or written) or option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement for the purchase, acquisition, subscription or issuance of any of the Offered Shares or any other securities of the Company or to require the Company to purchase, redeem or otherwise acquire any of the issued and outstanding securities of the Company;
- (13) all of the material transactions of the Company and its Subsidiaries have been promptly and properly recorded or filed in or with its books or records as required by applicable Laws;
- (14) (a) all of the issued and outstanding shares, units or other ownership, voting or economic interests in each of the Subsidiaries are owned by the Company, directly or indirectly, free and clear of all Liens; (b) there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contractual or otherwise) obligating any Subsidiary to issue or sell any of its shares, units or other ownership interests or securities or obligations of any kind convertible into or exchangeable for any shares, units or other ownership interests of such Subsidiary; (c) all shares, units or other ownership interests outstanding in each of the Subsidiaries have been duly authorized and issued and are validly issued, are fully paid and are non-assessable; and (d) there are no bonds, debentures or other evidences of indebtedness of

- any Subsidiary outstanding having the right to vote (or that are convertible or exercisable for securities having the right to vote) with such Subsidiary's shareholders;
- (15) neither the Company nor any of the Subsidiaries or, to the knowledge of the Company, their respective directors or officers is in violation of any applicable Laws, other than any violations which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Condition of the Company or the Offering;
  - (16) the Company and the Subsidiaries are duly qualified to carry on business in all jurisdictions in which they carry on business, possess all the licences, permits, franchises, certificates, registrations and authorizations reasonably necessary to conduct their respective businesses and own their respective property and assets and none is in default or breach of any of the foregoing, except for failures to possess, defaults or breaches which individually or in the aggregate would not reasonably be expected to have a material adverse effect on the Condition of the Company, and all such licences, permits, franchises, certificates, registrations or authorizations are renewable or can be replaced on terms or conditions that would not reasonably be expected to have a material adverse effect on the Condition of the Company and no proceeding is pending or, to the knowledge of the Company, threatened to revoke or limit any of the foregoing other than those that individually or in the aggregate would not reasonable be expected to have a material adverse effect on the Condition of the Company and no proceeding is pending or, to the knowledge of the Company, threatened to revoke or limit any of the foregoing;
  - (17) except those that would not reasonably be expected to have a material adverse effect on the Condition of the Company (a) none of the Company nor any of the Subsidiaries is in breach of, conflict with, or in default under, and (b) no event or omission has occurred which after notice or lapse of time or both would constitute a breach of, conflict with, or default under, any mortgage, hypothec, note, indenture, contract, agreement (written or oral), instrument, lease, licence or other document to which any such entity is a party or is subject or by which any such entity is bound, or to which any of the property or assets of such entity is subject;
  - (18) neither the Company nor any of the Subsidiaries is a party to any mortgage, hypothec, note, indenture, contract, agreement (written or oral), instrument, lease, licence or other document, the termination, expiry or non-renewal of which would have a material adverse effect on the Condition of the Company;
  - (19) no material labour dispute with the employees of the Company or its Subsidiaries currently exists or, to the knowledge of the Company, is imminent. Neither the Company nor its Subsidiaries is a party to any collective agreement, and to the knowledge of the Company there is no organization effort being made by or on behalf of any labour union with respect to its employees or those of its Subsidiaries;
  - (20) except as disclosed in the Offering Documents, there are no material actions, suits, judgments, investigations or proceedings of any kind before or by any Governmental Authority now outstanding or pending or, to the knowledge of the Company, threatened against or affecting the Company, its Subsidiaries or any of their respective properties or

assets or directors or officers and, to the knowledge of the Company, there is no basis therefor;

- (21) no Governmental Authority has issued any order preventing or suspending the trading of the Company's securities, the use of the Offering Documents, the distribution of the Offered Shares or the grant of the Over-Allotment Option and the Company is not aware of any investigation, order, inquiry or proceeding which has been commenced or which is pending, or, to the knowledge of the Company, contemplated or threatened by any such Governmental Authority;
- (22) the Financial Statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") consistently applied and are true and correct in every material respect and present fairly and accurately the financial position and results of operations of the Company for the period then ended;
- (23) other than as disclosed in the Offering Documents, there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or the Subsidiaries with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Company or that would reasonably be expected to be material to an investor in making a decision to purchase the Offered Shares;
- (24) the Company and its Subsidiaries maintain, and will maintain, a system of internal accounting controls sufficient to provide reasonable assurance that: (a) transactions are executed in accordance with management's general or specific authorizations; and (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS, and to maintain asset accountability;
- (25) there has been no change in accounting policies or practices of the Company or its Subsidiaries since their date of incorporation other than as properly disclosed in the Offering Documents;
- (26) except as disclosed in the Offering Documents, 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 Condition of the Company;
- (27) the Company and its Subsidiaries have not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation whatsoever;
- (28) there are no material liabilities of the Company and its Subsidiaries, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the

Financial Information except those incurred in the ordinary course of their respective businesses since March 31, 2015;

- (29) except for the Company's stock option plan, there are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Company and its Subsidiaries;
- (30) all tax returns, reports, elections, remittances, filings, withholdings and payments of the Company and its Subsidiaries required by applicable Laws to have been filed or made, have been filed or made (as the case may be) and are true, complete and correct in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading and all material amounts of taxes owing of the Company and its Subsidiaries as at the end of its most recently completed fiscal year have been paid or accrued in the Financial Information;
- (31) the Company and its Subsidiaries have made adequate provision for all taxes payable and the Company is not aware of any material contingent tax liability of the Company or its Subsidiaries not adequately reflected in the Financial Information;
- (32) no examination of any tax return of the Company or its Subsidiaries is currently in progress and there are no material issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable by the Company or its Subsidiaries. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Company or its Subsidiaries. To the knowledge of the Company, there are no audits pending on the tax returns of the Company or its Subsidiaries and there are no claims which have been or may be asserted relating to any such tax returns;
- (33) the Company and each of the Subsidiaries have satisfied all obligations under, and there are no outstanding defaults or violations with respect to, and no taxes, penalties, or fees are owing or exigible under or in respect of, any employee benefit, incentive, pension, deferred compensation, stock compensation, stock option or purchase, stock purchase, stock appreciation, retirement plans or arrangements, health, welfare, medical, dental, disability, life insurance, fringe benefits arrangements, severance, change of control and similar plans, arrangements or practices relating to the current or former employees, officers or directors of the Company or any of the Subsidiaries maintained, sponsored or funded by the Company or any of the Subsidiaries, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered and all contributions or premiums required to be paid thereunder have been made in a timely fashion and any such plan or arrangement which is a funded plan or arrangement is fully funded on an ongoing and termination basis, other than, in the case of each of the foregoing, those that would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Condition of the Company;
- (34) other than usual and customary health and related benefit plans for employees, the Offering Documents disclose, to the extent required by Securities Laws to be disclosed in

the Offering Documents, each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Company or its subsidiaries for the benefit of any current or former director, officer, employee or consultant of the Company or any subsidiary, as applicable (the "**Employee Plans**"), each of which has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans;

- (35) all accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments of the Company and its subsidiaries have been recorded in accordance with IFRS and are reflected on the books and records of the Company;
- (36) there is no agreement, plan or practice relating to the payment of any management, consulting, service or other fee or any bonus, pensions, share of profits or retirement allowance, insurance, health or other employee benefit other than in the ordinary course of business;
- (37) the Company and the Subsidiaries each have good and marketable title to their respective property and assets and hold a valid leasehold interest in all of the property leased by them respectively, in each case, free and clear of all Liens, other than customary permitted encumbrances;
- (38) neither the Company nor the Subsidiaries own any material tangible assets that are necessary for the conduct of the business of the Company and its Subsidiaries as presently conducted;
- (39) apart from properties and assets currently owned by the Company and its Subsidiaries: (a) no other material property or assets are necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted; (b) the Company does not know of any claim or the basis for any claim that might or could materially and adversely affect the Company's and its Subsidiaries' right to use, transfer or otherwise exploit such property or assets; and (c) the Company and its Subsidiaries do not have any responsibility or obligation to pay any material commission, royalty, licence fee or similar payment to any person or entity with respect to the property and assets owned by the Company and its Subsidiaries;
- (40) neither the Company nor the Subsidiaries own any real property and none has entered into any agreement to acquire any real property;
- (41) neither the Company nor the Subsidiaries is in default of or in breach of any material term or provision of any real property lease, and neither the Company nor the Subsidiaries has received any notice or other communication from the owner or manager of any real property leased by the Company or the Subsidiaries that the Company or the Subsidiaries is not in compliance with any material term or condition of any such real

property lease, and no such notice or other communication is pending or, to the knowledge of the Company, has been threatened;

- (42) the Company and its Subsidiaries maintain insurance policies with reputable insurers against risks of loss of or damage to its properties, assets and business of such types as are appropriate to its business in such amounts and against such risks as are reasonably prudent and neither the Company nor the Subsidiaries is in default with respect to any provisions of such policies and none has failed to give any notice or to present any claim under any such policy in a due and timely fashion, except in each case any defaults or notice which would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Condition of the Company or the Offering;
- (43) except as would not individually or in the aggregate reasonably be expected to have a material adverse effect on the Condition of the Company, (a) none of the Company or any of the Subsidiaries is in violation of any applicable Law relating to pollution or occupational health and safety, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including Laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), (b) the Company and the Subsidiaries each have all permits, authorizations and approvals respectively required under any applicable Environmental Laws and each is in compliance with their requirements, (c) there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Company or any of the Subsidiaries and (d) to the knowledge of the Company, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of the Subsidiaries relating to Hazardous Materials or any Environmental Laws;
- (44) except as would not individually or in the aggregate reasonably be expected to have a material adverse effect upon the Condition of the Company, (a) the Company and each of the Subsidiaries is the absolute owner and has the sole and exclusive right to use, or is the licensee, sub-licensee or franchisee, as the case may be, of all trademarks, trademark registrations, trademark applications, trade or brand names, domain names, service marks, service mark registrations, service mark applications, copyrights, copyright registrations, copyright registration applications, patents, patent applications, technology, software, source code, object code, industrial design, industrial design registrations, industrial design applications, inventions, research data, blue prints, drawings, designs, formulae, processes, trade secrets, proprietary rights, know-how, intellectual property or other intangible properties or assets (collectively "**Intellectual Property**") necessary to the business of the Company and its Subsidiaries as presently conducted; (b) no event has occurred during the registration or filing of, or during any other proceeding relating to, such Intellectual Property that would make invalid or unenforceable, or negate the right

to use any Intellectual Property of the Company or the Subsidiaries; and (c) neither the Company nor its Subsidiaries are obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or license of, or other claimant to, any Intellectual Property with respect to the use thereof or in connection with the conduct of their respective businesses as now conducted, except as reflected in the Financial Information;

- (45) to the knowledge of the Company, the conduct of the business of the Company and the Subsidiaries and the use of their respective Intellectual Property does not infringe, and none of the Company or the Subsidiaries has received any notice, complaint, threat or claim alleging infringement of, any Intellectual Property of any other person, the infringement of which or the determination of any alleged infringement against the Company or any Subsidiary would reasonably be expected to have a material adverse effect on the Condition of the Company;
- (46) to the knowledge of the Company, none of the Company or its Subsidiaries, nor any of their respective employees or agents have made any unlawful contribution or other payment to any official of or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any Law, or made any payment to any foreign, Canadian, United States or provincial or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable Laws, in a manner that would reasonably be expected to have a material adverse effect on the Company or its Subsidiaries;
- (47) except as disclosed to the Underwriters, the operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of Canada and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator or non-governmental authority involving the Company or its Subsidiaries with respect to the Money Laundering Laws is to the best knowledge of the Company pending or threatened;
- (48) the form of certificate representing the Offered Shares has been duly approved by the Company and complies with the provisions of the *Business Corporations Act* (Alberta) and TSXV requirements;
- (49) all of the material contracts and agreements of the Company and its Subsidiaries not made in the ordinary course of business have been disclosed in the Offering Documents and, if required under the Securities Laws of the Qualifying Jurisdictions, have or will be filed with the Canadian Securities Regulators. Neither the Company nor any of its subsidiaries has received any notification from any party that it intends to terminate any such material contract;
- (50) except as would not individually or in the aggregate reasonably be expected to have a material adverse effect upon the Condition of the Company, each of the current

employees of the Company and each Subsidiary, including for greater certainty each of the officers of the Company and each Subsidiary, has entered into a proprietary rights agreement with their respective employer, being the Company or a Subsidiary, (i) assigning to such employer any Intellectual Property rights in any developments, works, inventions or improvements produced or designed by such person during the term of and in the course of employment with the Company or a Subsidiary, as the case may be; and (ii) which contains customary confidentiality, non-competition and non-disclosure covenants;

- (51) the Company is in compliance with its timely and continuous disclosure obligations under Securities Laws and the policies, rules and regulations of the TSXV and, without limiting the generality of the foregoing, there has not occurred any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the Condition of the Company since March 31, 2015 which has not been set forth in the Offering Documents or otherwise publicly disclosed on a non-confidential basis and, except as may have been corrected by subsequent disclosure, all the statements set forth in all documents publicly filed by or on behalf of the Company, including the Documents Incorporated by Reference, were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Company has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;
- (52) since March 31, 2015: (a) there has been no material adverse change or change in material fact (actual, anticipated, contemplated, threatened, financial or otherwise) in the Condition of the Company; (b) there has not been any material adverse change in the consolidated financial position of the Company; (c) there has not been any material change in the capital or long-term debt of the Company and its Subsidiaries on a consolidated basis; and (d) except as disclosed in the Offering Documents, no transactions have been entered into by the Company or the Subsidiaries other than in the ordinary course of business;
- (53) except as disclosed in the Offering Documents or in writing to the Underwriters, neither the Company nor any subsidiary is currently party to any agreement in respect of: (a) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Company or its subsidiaries whether by asset sale, transfer of shares or otherwise; or (b) the change of control of the Company or its subsidiaries (whether by sale or transfer of shares or sale of all or substantially all of the property and assets of the Company or the subsidiary or otherwise);
- (54) except with respect to such matters that have been disclosed to counsel to the Underwriters: (a) the minute books and corporate records of the Company and the Subsidiaries for the periods from its date of incorporation to the date of examination thereof are the minute books and records of the Company and the Subsidiaries and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the board of directors and all committees of the board of directors of the Company and the Subsidiaries; and (b) there have been no other meetings, resolutions or



proceedings of the shareholders, board of directors or any committee of the board of directors of the Company or the Subsidiaries to the date of review of such corporate records and minute books not reflected in such minute books and other corporate records that have not been made available to counsel to the Underwriters, in connection with due diligence investigations of the Company and the Subsidiaries;

- (55) other than the Underwriters and the Selling Firms, there is no Person acting or purporting to act at the request of the Company who is entitled to any brokerage, finder's or agency fee in connection with the sale of the Offered Shares;
- (56) to the knowledge of the Company, Collins Barrow Calgary LLP, BDO Canada LLP and MNP LLP are independent public accountants as required under Securities Laws of the Qualifying Jurisdictions and there has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or any former auditors of the Company;
- (57) the responsibilities and composition of the Company's audit committee comply with National Instrument 52-110 – *Audit Committees*;
- (58) the Company is a reporting issuer in each of the Qualifying Jurisdictions and is not noted on a list maintained by the Canadian Securities Regulators as being in default under Securities Laws in the Qualifying Jurisdictions;
- (59) neither the Company nor any Subsidiary will have taken any action that would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the TSXV;
- (60) in respect of the Offering Documents:
  - (a) all information and statements (except information and statements relating solely to the Underwriters and provided by them in writing expressly for inclusion therein) contained therein:
    - (i) are true and correct in all material respects and contain no misrepresentation; and
    - (ii) constitute full, true and plain disclosure of all material facts relating to (A) the Company and the Subsidiaries considered as a whole and (B) the Offered Shares;
  - (b) no material fact or information has been omitted from any of such documents which is required to be stated therein or is necessary to make any statement or information therein not false or misleading in light of the circumstances in which it was made and that none of such documents contains an untrue statement of a material fact; and
  - (c) the Offering Documents and the use thereof complies in all material respects with Securities Laws;

- (61) there are no reports or information that, in accordance with the requirements of the Canadian Securities Regulators, must be made publicly available in connection with the Offering that have not been made publicly available as required; there are no documents required to be filed with any Canadian Securities Regulator in connection with the Preliminary Prospectus, the Final Prospectus or any Supplementary Material that have not been filed, or will be filed on or before the Closing Date, as required by Securities Laws of the Qualifying Jurisdictions; and there are no contracts or documents which are required to be described in the Final Prospectus which have not been so described;
- (62) the Company has not completed any "significant acquisition", "significant disposition" nor are there any "probable acquisitions" (as such terms are used in NI 44-101) that would require the inclusion of any additional financial statement or pro forma financial statements in the Offering Documents pursuant to the Securities Laws of the Qualifying Jurisdictions; and
- (63) the Company is eligible to file a short form prospectus in each of the Qualifying Jurisdictions pursuant to applicable Securities Laws of the Qualifying Jurisdictions and on the date of and upon filing of the Final Prospectus there will be no documents required to be filed under the Securities Laws of the Qualifying Jurisdictions in connection with the Offering that will not have been filed as required.

**Section 12 Representations, Warranties and Covenants of the Underwriters.**

- (1) Each Underwriter hereby severally, and not jointly, nor jointly and severally, represents and warrants to the Company that:
  - (a) it is, and will remain so, until the completion of the Offering, appropriately registered under applicable Securities Laws so as to permit it to lawfully fulfill its obligations hereunder; and
  - (b) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein.
- (2) The Underwriters hereby severally, and not jointly, nor jointly and severally, covenant and agree with the Company, the following:
  - (a) the Underwriters shall, and shall require any Selling Firm to agree to, distribute the Offered Shares in a manner which complies with and observes all applicable Laws in each jurisdiction into and from which they may offer to sell the Offered Shares or distribute the Offering Documents in connection with the distribution of the Offered Shares and will not, directly or indirectly, offer, sell or deliver any Offered Shares or deliver the Offering Documents to any person in any jurisdiction other than the Qualifying Jurisdictions except in a manner which will not require the Company to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the Securities Laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions and shall, if requested, provide evidence

reasonably satisfactory to the Company of the lack of such obligations. Subject to the foregoing, the Underwriters and any Selling Firm shall be entitled to offer and sell the Offered Shares in international jurisdictions in accordance with any applicable securities and other laws in the jurisdictions in which the Underwriters and/or Selling Firms offer the Offered Shares. For purposes of this Section 12(2), the Underwriters shall be entitled to assume that the Offered Shares are qualified for distribution in any Qualifying Jurisdiction where a receipt for the Final Prospectus has been obtained from the Ontario Securities Commission and the Principal Regulator issued under the Passport System and NP 11-202 evidencing that a receipt has been issued for the Final Prospectus by or on behalf of the each of the Canadian Securities Regulators following the filing of the Final Prospectus;

- (b) the Underwriters shall, and shall require any Selling Firm to agree to, comply with the Securities Laws in connection with the distribution of the Offered Shares and shall offer the Offered Shares directly and through Selling Firms upon the terms and conditions set out in the Offering Documents and this Agreement. The Offered Shares will be offered for sale in the Qualifying Jurisdictions subject to the terms and conditions of this Agreement at the Issue Price. Each agreement of the Underwriters establishing a banking, selling or other group in respect of the distribution of Offered Shares shall contain a similar covenant by each Selling Firm; and
- (c) the Underwriters shall:
  - (i) use reasonable commercial efforts to complete, and to cause each Selling Firm to complete, the distribution of the Offered Shares under the Final Prospectus as promptly as possible;
  - (ii) promptly notify the Company in writing when the Underwriters have completed the distribution of the Offered Shares; and
  - (iii) promptly, and in any event within 30 days of the Closing Date, notify the Company of sales in each Qualifying Jurisdiction and provide a breakdown of the total proceeds realized in each of the Qualifying Jurisdictions in which a filing fee for a prospectus is based on the proceeds realized in the Qualifying Jurisdiction from the sale of securities offered therein.
- (3) No Underwriter shall be liable to the Company with respect to the breach of this Section 12 by any other Underwriter or a Selling Firm appointed by another Underwriter, as the case may be, if the first Underwriter is not itself in default.

### **Section 13 Closing Conditions.**

- (1) The Underwriters' obligation to purchase the Offered Shares at the Closing Time shall be subject to the following conditions, which conditions are for the sole benefit of the Underwriters and may be waived in writing in whole or in part by the Underwriters in their sole discretion:

- (a) the Underwriters shall have received at the Closing Time favourable legal opinions, addressed to the Underwriters, in form and substance satisfactory to the Underwriters and their counsel, dated the Closing Date from the Company's counsel, Torys LLP, who in turn may, if copies are provided to the Underwriters, rely upon the opinions of local counsel acceptable to the Underwriters' counsel as to matters governed by the Laws of jurisdiction other than the federal Laws of Canada and the Provinces of Ontario and Alberta, or opinions may be given directly by local counsel of the Company with respect to such matters, and may also rely as to matters of fact, on certificates of public officials and officers of the Company and the Subsidiaries, to the effect that, based upon customary assumptions and subject to customary qualifications:
- (i) the Company is a corporation amalgamated under the laws of its jurisdiction of amalgamation and has all requisite corporate power, capacity and authority to carry on its business as presently carried on and to own, lease and operate its properties and assets and to execute, deliver and perform its obligations hereunder and to issue the Offered Shares;
  - (ii) the Company is a reporting issuer in each of the Qualifying Jurisdictions and is not noted on a list maintained by the Canadian Securities Regulators as being in default under Securities Laws in the Qualifying Jurisdictions;
  - (iii) the authorized capital of the Company consists of an unlimited number of Common Shares and an unlimited number of preferred shares, issuable in series;
  - (iv) all necessary corporate action has been taken by the Company to authorize and issue the Offered Shares on the terms and subject to the conditions contained in this Agreement and, upon receipt by the Company of payment therefor by the Underwriters as provided by this Agreement, the Offered Shares will be validly authorized and issued by the Company as fully paid and non-assessable Common Shares;
  - (v) the Option Shares issuable upon exercise of the Over-Allotment Option have been reserved for issuance by the Company and, upon receipt by the Company of payment therefor by the Underwriters as provided by this Agreement, the Option Shares will be validly authorized and issued by the Company as fully paid and non-assessable Common Shares;
  - (vi) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material and the filing thereof under Securities Laws in each of the Qualifying Jurisdictions;
  - (vii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement and the performance of the Company's obligations hereunder and this Agreement has been duly

authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable remedies when equitable remedies may be granted in the discretion of a court of competent jurisdiction; and that confinement of rights to indemnity, contribution and waiver of contribution may be limited by applicable law;

- (viii) the execution and delivery of this Agreement and the performance of the Company's obligations hereunder and the issuance, sale and delivery of the Offered Shares do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with:
  - (A) any of the terms, conditions or provisions of the articles or by-laws of the Company, or any resolution of any of their directors (or committees of directors) or shareholders; or
  - (B) any Laws having force in the Province of Alberta;
- (ix) no consent, approval, authorization or order of or filing, registration or qualification with any Governmental Authority having jurisdiction is required as at the date hereof for the execution and delivery by the Company of this Agreement and the performance by the Company of its obligations hereunder, except for such as have been made or obtained;
- (x) the attributes of the Offered Shares are consistent in all material respects with the description thereof in the Final Prospectus;
- (xi) the Offered Shares have been conditionally approved for listing on the TSXV subject only to the Standard Listing Conditions;
- (xii) the Offered Shares are qualified investments under the *Income Tax Act* (Canada) for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans and registered education savings plans, registered disability savings plans and tax-free savings accounts;
- (xiii) CST Trust Company at its principal office in Calgary, Alberta has been duly appointed as the transfer agent and registrar for the Offered Shares;
- (xiv) all documents have been filed and all requisite proceedings have been taken and all approvals, permits, consents and authorizations of appropriate regulatory authorities under Securities Laws in each of the Qualifying Jurisdictions have been obtained by the Company to qualify

the distribution of the Offered Shares and the Over-Allotment Option in each of the Qualifying Jurisdictions through investment dealers or brokers who are duly registered under the Securities Laws of each such Qualifying Jurisdiction who have complied with the relevant provisions of the Securities Laws of such Qualifying Jurisdiction; and

(xv) such other matters as the Underwriters may reasonably request.

To the extent the foregoing opinions are expressed as being limited to counsel's knowledge, such opinions may be based upon actual knowledge (and without independent inquiry) of the lawyers who sign the opinion letters, the lawyers who have been actively involved in the preparation of the Preliminary Prospectus, the Final Prospectus, any Supplementary Material, this Agreement and/or closing documents herein and any lawyer who, as to information relevant to a particular opinion issue or confirmation regarding a particular factual matter, is primarily responsible for providing the response concerning that particular opinion issue or confirmation;

- (b) the Underwriters shall have received at the Closing Time legal opinions addressed to the Underwriters, in form and substance satisfactory to the Underwriters and their counsel, dated the Closing Date from counsel to Vogogo Canada Inc. and Vogogo USA Inc. (who may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of officers), that (i) such Subsidiary is a corporation existing under the laws of its jurisdiction of organization, and has all requisite corporate capacity, power and authority to carry on its business as now conducted and to own, lease and operate its property and assets and (ii) all of the issued and outstanding shares of capital of such Subsidiary is registered in the name of the Company.
- (c) the Underwriters shall have received at the Closing Time comfort letters dated the Closing Date from Collins Barrow Calgary LLP, BDO Canada LLP and MNP LLP addressed to the Underwriters and the board of directors of the Company, in form and substance reasonably satisfactory to the Underwriters and their counsel, similar to the comfort letters to be delivered to the Underwriters pursuant to Section 4(1)(c) with such changes as may be necessary to bring the information therein forward to a date which is no earlier than two Business Days prior to the Closing Date, which changes shall be reasonably acceptable to the Underwriters;
- (d) the Underwriters shall have received at the Closing Time certificates dated the Closing Date, signed by appropriate officers of the Company, addressed to the Underwriters, with respect to the articles and by-laws of the Company, all resolutions of the board of directors of the Company and other corporate action relating to this Agreement and the issue and sale of the Offered Shares, the incumbency and specimen signatures of signing officers and with respect to such other matters as the Underwriters may reasonably request;

- (e) the Underwriters shall have received at the Closing Time a certificate or certificates dated the Closing Date and signed on behalf of the Company by the Chief Executive Officer and by the Chief Financial Officer of the Company or any other officer reasonably acceptable to the Underwriters addressed to the Underwriters certifying, to the best of the information, knowledge and belief of each person so signing (without personal liability), after having made due inquiry and after having carefully examined the Final Prospectus and any Supplementary Material, that except as disclosed in the Final Prospectus or any Supplementary Material:
- (i) since the date of the Final Prospectus:
    - (A) there has been no change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the Condition of the Company; and
    - (B) no transaction has been entered into or is pending by the Company or any of its Subsidiaries,which is material to the Company;
  - (ii) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material facts contained in the Final Prospectus) which fact or change is, or may be, of such nature as to render any statement in the Final Prospectus misleading or untrue in any material respect or which could result in a misrepresentation in the Final Prospectus or which could result in the Final Prospectus not complying with applicable Securities Laws;
  - (iii) no order, ruling or determination having the effect of suspending the issuance and sale or ceasing the trading of the Offered Shares or any other securities of the Company has been issued or made by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, contemplated or threatened by any Governmental Authority;
  - (iv) the Company has duly complied in all material respects with all the terms and conditions of this Agreement on its part to be complied with up to the Closing Time;
  - (v) the representations and warranties of the Company contained in this Agreement and any certificate of the Company delivered hereunder are true and correct as of the Closing Date with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby; and
  - (vi) such other matters as the Underwriters may reasonably request;

- (f) all consents, approvals, permits, authorizations or filings as may be required by any Governmental Authority, or any other third party necessary to complete the sale of the Offered Shares as contemplated herein shall have been made or obtained;
- (g) the Underwriters shall have received, at the Closing Time, a certificate of status or the equivalent with respect to the Company and each of the Subsidiaries, which certificate shall be dated no more than two Business Days prior to the Closing Date;
- (h) the Underwriters shall have received a certificate from CST Trust Company as to its appointment as registrar and transfer agent for the Common Shares and the number of issued and outstanding Common Shares as at the date immediately prior to the Closing Date;
- (i) the Underwriters shall have received at the Closing Time such other certificates, statutory declarations, agreements or materials, in form and substance satisfactory to the Underwriters and their counsel, as the Underwriters and their counsel may reasonably request provided however that any such requests are made within a reasonable period prior to the Closing Date;
- (j) the Underwriters shall have received the Lock-Up Agreements; and
- (k) the Offered Shares shall have been conditionally approved for listing on the TSXV, subject to the Standard Listing Conditions.

#### **Section 14 Closing.**

The purchase and sale of the Offered Shares shall be completed at the Closing Time at the offices of Torys LLP, counsel to the Company, in Calgary, Alberta, or at such other place as Salman Partners, on behalf of the Underwriters, and the Company may agree. The Underwriters shall, on the date of Closing, pay to the Company the aggregate purchase price for the Offered Shares less an amount equal to the Underwriting Fee and a reasonable estimate of the out-of-pocket fees and expenses of the Underwriters and their counsel payable pursuant to Section 18 at the direction of the Company, by wire transfer, certified cheque or bank draft in Canadian currency against electronic delivery of the Offered Shares. Salman Partners (on behalf of the Underwriters) will provide a direction to the Company with respect to the crediting of the Offered Shares to the accounts of participants of CDS as shall be designated by Salman Partners (on behalf of the Underwriters) in writing in sufficient time prior to the Closing Date to permit such crediting. As soon as practicable following the Closing Time, the Underwriters shall submit an invoice with respect to the actual reasonable out-of-pocket fees and expenses of the Underwriters and their counsel payable by the Company pursuant to Section 18. In the event that the actual reasonable out-of-pocket fees and expenses of the Underwriters and their counsel payable by the Company is less than the estimated amount thereof paid to the Underwriters on Closing, the Underwriters shall reimburse the Company for the amount of such difference. In the event that the actual reasonable out-of-pocket fees and expenses of the Underwriters and their counsel payable by the Company is greater than the estimated amount thereof paid to the



Underwriters on Closing, the Company shall promptly pay the amount of such difference to the Underwriters.

**Section 15 Termination.**

- (1) Any Underwriter shall be entitled, at its option, to terminate and cancel, without any liability on such Underwriter's part, its obligations under this Agreement to purchase the Firm Shares, and, if applicable, the Option Shares, by giving written notice to the Company and, if applicable, the other Underwriters, at any time at or prior to the Closing Time, if:
  - (a) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is instituted, announced or threatened or any order is issued by any Governmental Authority in respect of the Company or any of its directors or officers (other than any inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Underwriters); or there is any change of Law, or the interpretation or administration thereof; or any order to cease trading (including communicating with Persons in order to obtain expressions of interest) in the securities of the Company is made by a Governmental Authority and that order is still in effect, which in the reasonable opinion of the Underwriters (or any of them) operates to prevent or restrict the trading in the Common Shares or the distribution of the Common Shares or which in the reasonable opinion of the Underwriters (or any of them), acting in good faith, could be expected to have a material adverse effect on the market price or value of the Common Shares;
  - (b) there shall occur any material change in the Condition of the Company or any change in any material fact contained or referred to in any of the Offering Documents, or there shall exist or be discovered by any Underwriter any material fact which is, or may be, of such a nature as to render any of the Offering Documents untrue, false or misleading in a material respect or result in a misrepresentation (other than a change or fact related solely to the Underwriters) which, in the reasonable opinion of the Underwriters (or any of them), could be expected to have a material adverse effect on the market price or value of the Common Shares;
  - (c) there should develop, occur or come into effect or existence any event, action, state, condition or occurrence of national or international consequence, acts of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions or any action, law, regulation or inquiry which, in the reasonable opinion of the Underwriters (or any of them), materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or the United States, or the Condition of the Company;

- (d) the Company is in breach of any material term, condition or covenant contained in this Agreement or any of the representations and warranties made by the Company in this Agreement is false or becomes false; or
  - (e) Salman Partners (on behalf of the Underwriters) and the Company agree in writing to terminate this Agreement.
- (2) The rights of termination contained in this Section 15 may be exercised by any of the Underwriters and are in addition to any other rights or remedies the Underwriters or any of them may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement. In the event of any such termination, there shall be no further liability on the part of such Underwriters to the Company or on the part of the Company to such Underwriters except in respect of any liability which may have arisen or may thereafter arise under Section 16 and Section 18. A notice of termination given by an Underwriter under this Section 15 shall not be binding upon any other Underwriter who has not also executed such notice.

### **Section 16 Indemnity.**

- (1) The Company hereby covenants and agrees to indemnify and save harmless each of the Underwriters and their respective affiliates and each of their respective directors, officers, employees, partners, agents and shareholders (each referred to in this Section 16 as an "**Indemnified Party**") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements, expenses and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, "**Claims**"), which an Indemnified Party may incur or become subject to or otherwise involved in (in any capacity) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of professional services rendered to the Company by the Indemnified Party whether performed before or after the Company's execution of this Agreement, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.
- (2) The indemnity provided under this Section 16 shall not be available to any Indemnified Party in relation to any losses, expenses, claims, actions, damages or liabilities incurred by the Company are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted primarily from the Indemnified Party's breach of this Agreement, gross negligence, fraud or wilful misconduct.
- (3) In the event and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that a Claim resulted primarily from an Indemnified Party's breach of this Agreement, gross negligence, fraud or wilful misconduct and in respect of which the Company has advanced funds to the Indemnified

Party pursuant to the indemnity under this Section 16, such Indemnified Party will reimburse such funds to the Company and thereafter this indemnity will not apply to such Indemnified Party in respect of such Claim. The Company agrees to waive any right the Company might have of first requiring the 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.

- (4) If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Company, the Indemnified Party will give the Company prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Company shall undertake the investigation and defense thereof on behalf of the Indemnified Party, including the prompt employment of counsel reasonably acceptable to the Indemnified Parties affected and the payment of all fees and expenses. Failure by the Indemnified Party to so notify shall not relieve the Company of its obligation of indemnification under this Section 16 unless (and only to the extent that) such failure results in the forfeiture by the Company of substantive rights or defences.
- (5) No admission of liability and no settlement, compromise or termination of any Claim shall be made without the Company's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld; provided, however, that no consent of an Indemnified Party will be required if the Company has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise or termination includes an unconditional release of each Indemnified Party from any liability arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. Notwithstanding that the Company shall undertake the investigation and defence of any Claim, an Indemnified Party shall have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:
  - (a) employment of such counsel has been authorized in writing by the Company;
  - (b) the Company has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;
  - (c) the named parties to any such Claim include both the Company and the Indemnified Party and the Indemnified Party will have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Company and the Indemnified Party; or
  - (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Company;

in which case such fees and expenses of such counsel to the Indemnified Party shall be for the Company's account, provided that the Company shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the

Indemnified Parties. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at Law or otherwise.

- (6) The indemnity and the contribution obligations of the Company pursuant to Section 16 and Section 17 shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Company and any of the Indemnified Parties. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement.
- (7) The Company hereby constitutes the Underwriters as trustees for their respective affiliates and each of their respective directors, officers, employees, partners, agents and shareholders for the covenants of the Company under Section 16 and Section 17 with respect to such affiliates, directors, officers, employees, partners, agents and shareholders and the Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such Persons.

#### **Section 17 Contribution.**

If for any reason the indemnity provided for in Section 16 is unavailable (other than in accordance with Section 16) to the Indemnified Parties (or any of them) or is insufficient to hold them harmless, the Company shall contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Company or the Company's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the Company and the Indemnified Parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Company shall in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim, any amount in excess of the Underwriting Fees actually received by any Indemnified Parties hereunder pursuant to this Agreement.

#### **Section 18 Expenses of the Offering.**

The Company shall pay all expenses and fees (plus applicable taxes) in connection with the Offering, whether completed or not, including, without limitation: (a) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Shares and the filing of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material; (b) the reasonable fees, expenses and disbursements of the Company's legal counsel; (c) all costs incurred in connection with the preparation of documents relating to the Offering; (d) the reasonable fees, expenses and disbursements of the Underwriters' legal counsel (subject to a maximum of \$100,000, excluding taxes); and (e) all fees and expenses incurred by the Underwriters in connection with the Offering. All expenses and fees incurred by the Underwriters or on their behalf shall be payable by the Company immediately upon receiving an invoice therefor from Salman Partners, on behalf of the Underwriters, and reasonable supporting invoices for such expenses.

## **Section 19 Underwriting Percentages.**

Subject to the terms and conditions of this Agreement, the obligation of the Underwriters to purchase the Offered Shares shall be several only and not joint nor joint and several and shall be limited to the percentages of the aggregate number of Offered Shares set out opposite the name of the Underwriters respectively below:

Salman Partners Inc. <sup>(1)(2)</sup>	-	33⅓%
Clarus Securities Inc. <sup>(1)</sup>	-	33⅓%
Beacon Securities Limited <sup>(1)</sup>	-	33⅓%

Notes:

(1) Co-lead underwriter.

(2) Sole bookrunner.

In the event that any Underwriter shall terminate this Agreement or fail to purchase its applicable percentage of the aggregate amount of the Firm Shares (or the Option Shares, if the Over-Allotment Option is exercised) (the "**Defaulted Securities**") at the Closing Time, the non-defaulting Underwriters shall have the right, but not the obligation, to purchase all but not less than all of the Defaulted Securities upon the terms herein set forth. No action taken pursuant to this Section 19 shall relieve any defaulting Underwriter from liability in respect of its default to the Company or to any non-defaulting Underwriter. In the event of any such default which does not result in a termination of this Agreement, the non-defaulting Underwriters shall have the right to postpone the Closing for a period not exceeding seven days in order to determine to proceed. In the event that such right to purchase is not exercised, the non-defaulting Underwriters shall be relieved of all obligations to the Company. Nothing herein shall oblige the Company to sell less than all of the Offered Shares. As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section 19.

## **Section 20 Underwriters' Authority.**

The Company shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Underwriters by Salman Partners who shall represent the Underwriters and have authority to bind the Underwriters hereunder, other than with respect to any of the matters contemplated by Section 15, Section 16, Section 17 and Section 19 hereof. In all cases, Salman Partners shall use their reasonable best efforts to consult with the other Underwriters prior to taking any action contemplated herein.

## **Section 21 Concurrent Offering.**

The Company shall not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any Common Shares or securities convertible into or exercisable or exchangeable for Common Shares, at any time prior to the date that is 90 days following the Closing Date without the prior written consent of Salman Partners, on behalf of the Underwriters, such consent not to be unreasonably withheld, conditioned or

delayed, other than issuances: (a) pursuant to the Offering and the exercise of the Over-Allotment Option; (b) under existing director or employee stock option, bonus or purchase plans or similar share compensation arrangements as detailed in the Company's management discussion and analysis for the three months ended March 31, 2015; (c) upon the exercise of convertible securities, warrants or options outstanding prior to the date hereof; or (d) pursuant to previously scheduled property payments and/or other corporate acquisitions.

## **Section 22 Survival of Representations, etc.**

The representations, warranties, obligations and agreements of the Company contained herein and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Shares shall survive the purchase of the Offered Shares and shall continue in full force and effect unaffected by the Closing, any subsequent disposition of the Offered Shares by the Underwriters or the termination of the Underwriters' obligations and shall not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in accordance with the preparation of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material or the distribution of the Offered Shares or otherwise, and the Company agrees that the Underwriters shall not be presumed to know of the existence of a claim against the Company under this Agreement or any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Shares as a result of any investigation made by or on behalf of the Underwriters in accordance with the preparation of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material or the distribution of the Offered Shares or otherwise.

## **Section 23 Notices.**

- (1) Unless herein otherwise expressly provided, any notice, request, direction, consent, waiver, extension, agreement or other communication (a "**Communication**") that is or may be given or made hereunder shall be in writing addressed as follows:

If to the Company, at:

Vogogo Inc.  
320 – 23rd Avenue SW  
Suite 400  
Calgary, Alberta T2W 0J2

Attention: Geoff Gordon  
Email: geoff@vogogo.com

with a copy (which shall not constitute notice) in the case of a Communication to the Company to:

Torys LLP  
525 – 8<sup>th</sup> Avenue S.W., 46<sup>th</sup> Floor  
Calgary, Alberta T2P 1G1

Attention: Janan Paskaran  
Email: jpaskaran@torys.com

If to the Underwriters, addressed and sent to:

Salman Partners Inc.  
1800 – 100 Yonge Street  
Toronto, Ontario M5C 2W1

Attention: Greg McKenzie  
Email: gmckenzie@salmanpartners.com

Clarus Securities Inc.  
Exchange Tower, 130 King Street West, Suite 3640  
Toronto, Ontario M5X 1A9

Attention: Mark Pavan  
Email: mpavan@clarusecurities.com

Beacon Securities Limited  
66 Wellington Street West  
Suite 4050  
Toronto, Ontario M5K 1H1

Attention: Mario Maruzzo  
Email: mmaruzzo@beaconsecurities.ca

with a copy (which shall not constitute notice) in the case of a Communication to any of the Underwriters to:

Bennett Jones LLP  
3400 One First Canadian Place  
Toronto, ON M5X 1A4

Attention: Sander Grieve  
Email: grieves@bennettjones.com

or to such other address as any of the parties may designate by notice given to the others.

- (2) Each Communication shall be personally delivered to the addressee or sent by electronic transmission to the addressee and (a) a Communication which is personally delivered shall, if delivered before 5:00 p.m. (Calgary time) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (b) a Communication which is sent by electronic transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

**Section 24 Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Alberta with respect to any matter arising hereunder or related hereto.

**Section 25 Time.**

Time shall be of the essence of this Agreement.

**Section 26 Headings.**

Headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise expressly indicated in this Agreement, all references to "Sections" and "Schedules" are to sections in and schedules to this Agreement.

**Section 27 Successors and Assigns.**

This agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns. No party shall assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto.

**Section 28 Further Assurances.**

Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

**Section 29 Severability.**

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this Agreement and shall be severable from this Agreement.

**Section 30 Public Announcements.**

The Company agrees that it shall not make any public announcements regarding the transactions contemplated hereunder without the prior written consent of the Underwriters, such consent not to be unreasonably withheld. The Company agrees that, following Closing, the Underwriters may place "tombstone" and other advertisements relating to its role in connection with the Offering.



**Section 31    Entire Agreement.**

This Agreement and the other documents referred to in this Agreement constitute the entire agreement among the Underwriters and the Company relating to the subject matter of this Agreement and supersede all prior agreements, whether oral or written, among those parties with respect to their respective rights and obligations in respect of the transactions contemplated under this Agreement, including the Engagement Letter.

**Section 32    Counterparts and Facsimile or Electronic Copies.**

This Agreement may be executed in any number of counterparts and by facsimile or other electronic format, which taken together shall form one and the same agreement and acceptance by the Company and the Underwriters of that delivery shall be legally effective to create a valid and binding agreement between the Company and the Underwriters in accordance with the terms of this Agreement.

*[Remainder of page intentionally left blank.]*

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance on the accompanying counterparts of this letter, return the same to us whereupon this letter as so accepted shall constitute an agreement between us in accordance with the foregoing.

**SALMAN PARTNERS INC.**

By: (signed) Greg McKenzie  
Greg McKenzie  
Managing Director, Head of Investment  
Banking

**CLARUS SECURITIES INC.**

By: (signed) Mark Pavan  
Mark Pavan  
Managing Director, Investment Banking

**BEACON SECURITIES LIMITED**

By: (signed) Mario Maruzzo  
Mario Maruzzo  
Director, Investment Banking

The foregoing offer is accepted and agreed to by us as of the date first above written.

**VOGOGO INC.**

By: (signed) Geoff Gordon  
Geoff Gordon  
Chief Executive Officer

**SCHEDULE "A"**  
**FORM OF LOCK-UP AGREEMENT**

**LOCK-UP AGREEMENT**

Salman Partners Inc.  
as representatives of the several underwriters  
named in the Underwriting Agreement  
referred to below  
1800 – 100 Yonge Street  
Toronto, Ontario M5C 2W1

**Re: Vogogo Inc. – June 2015 Bought Deal**

Ladies and Gentlemen:

The undersigned is a director, officer, shareholder and/or securityholder of Vogogo Inc. (the "**Company**"), a corporation governed by the *Business Corporations Act* (Alberta). The undersigned understands that Salman Partners Inc. ("**Salman Partners**"), as sole bookrunner and co-lead underwriter, and Clarus Securities Inc. and Beacon Securities Limited, as co-lead underwriters (together with Salman Partners, the "**Underwriters**") have entered into an underwriting agreement (the "**Underwriting Agreement**") with the Company providing for the public offering (the "**Offering**"), on a bought deal basis, of common shares of the Company ("**Common Shares**"). The undersigned recognizes that the Offering will benefit the Company and acknowledges that the Underwriters are relying on the representations, warranties and covenants of the undersigned contained in this agreement in carrying out the Offering on the terms of the Underwriting Agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of Salman Partners, during the period commencing on the date hereof and ending on the day that is 90 days after the Closing Date (as defined in the Underwriting Agreement), the undersigned will not, directly or indirectly: (i) offer, pledge, sell, contract to sell, assign, transfer, encumber, secure, hypothecate, grant or sell any option, right or warrant to purchase, purchase any option or contract to sell, or otherwise swap, lend, or dispose of or deal with, or make any public announcement in respect of any of the foregoing, whether through the facilities of a stock exchange, by private placement or otherwise (collectively, "**Transfer**") any Common Shares or securities exercisable or exchangeable for or convertible into Common Shares beneficially owned or controlled, directly or indirectly, by the undersigned (collectively, the "**Subject Securities**"); or (ii) make any short sale, engage in any hedging transaction, or enter into any swap or other arrangement (including a monetization arrangement) that Transfers to another or has the effect of Transferring to another, in whole or in part, any of the economic consequences and benefits of ownership of the Subject Securities, whether any such transaction described herein is to be settled by the delivery of the Subject Securities, other securities, cash or otherwise.

Notwithstanding anything to the contrary contained herein, the Subject Securities shall be released from the provisions of this agreement 90 days after the Closing Date.

Notwithstanding the foregoing the undersigned may transfer the Subject Securities without the prior written consent of Salman Partners in connection with the tendering of the Subject Securities pursuant to a merger, amalgamation, arrangement, business combination or take-over bid.

In addition, the undersigned may transfer the Subject Securities without the prior written consent of Salman Partners:

- (i) as a bona fide gift or gifts;
- (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned;
- (iii) as a distribution to limited partners, members or beneficiaries of the undersigned, as applicable, if the undersigned is a limited partnership, limited liability company or a trust, or to the estates of any such partners, members or beneficiaries; or
- (iv) to the undersigned's affiliates or shareholders if the undersigned is a corporation,

provided that Salman Partners receives a signed lock-up agreement for the balance of the lock-up period from each donee, trustee, distributee, or transferee, as the case may be.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement and agrees that this agreement is irrevocable and will be binding on the undersigned and the undersigned's successors, heirs, personal representatives and permitted assigns.

This agreement is governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

*[Remainder of page intentionally left blank]*

**DATED** as of this \_\_\_\_ day of June, 2015.

[•]

Per: \_\_\_\_\_  
Name: