UNDERWRITING AGREEMENT

June 14, 2018

Vogogo Inc.
P.O. Box 34023
Westbrook PO
Calgary, Alberta
T3C 3W2

Attention: John Kennedy FitzGerald, Chief Executive Officer and President

Dear Sir:

Based upon and subject to the terms and conditions set out in this agreement (the "**Agreement**"), Canaccord Genuity Corp. ("**Canaccord Genuity**"), as co-lead underwriter and sole bookrunner, and Beacon Securities Limited, as co-lead underwriter (together with Canaccord Genuity, the "**Underwriters**"), hereby severally (and not jointly or jointly and severally) offer to purchase for resale, on an "underwritten" basis, from Vogogo Inc. (the "**Corporation**") in the respective percentages set out in Section 19 hereof, and the Corporation hereby agrees to sell to the Underwriters an aggregate of 30,000 units of the Corporation (the "**Units**") at a price of $1,000 per Unit (the "**Issue Price**") for aggregate gross proceeds of $30,000,000 (the "**Offering**"). The parties agree that the Corporation may elect to sell up to 3,000 Units directly to "accredited investors" ("**Accredited Investors**") as defined in Rule 501(a) of Regulation D under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**") pursuant to Section 4(a)(2) of the U.S. Securities Act (the "**U.S. Private Placement**") as provided in Schedule "A" hereto. In this Agreement (including Schedule "A" and Schedule "B" to this Agreement), wherever the context requires it, "Units" refers only to those Units purchased, or to be purchased, by the Underwriters or by "Substituted Purchasers" (as defined) pursuant to this Agreement, and does not refer to those Units, if any, sold, or to be sold, by the Corporation directly to Accredited Investors in the U.S. Private Placement.

Each Unit will be comprised of $1,000 principal amount of senior unsecured extendible non-redeemable convertible debentures ("**Convertible Debentures**") and 1,000 warrants ("**Warrants**") of the Corporation. Each Unit will entitle the holder to a conversion rate of 2,000 common shares of the Corporation ("**Shares**") at a value of $0.50 per Share and 1,000 Warrants exercisable for 1,000 Shares at a price of $0.70 per Share, subject to adjustment in certain events.

Pursuant to a share purchase agreement dated April 19, 2018 between the Corporation and 828 LP (the "**828 SPA**"), the Corporation has agreed to acquire 14,000 newly installed cryptocurrency mining machines plus supporting electrical and HVAC infrastructure in a facility near Montreal, Quebec and secured an option to purchase additional electrical and HVAC equipment for $20.0 million to be used for further expansion of its cryptocurrency mining activities, to be installed at a location to be determined (the "**828 Acquisition**").

The Convertible Debentures have a maturity date (the "**Maturity Date**") that will initially be the earlier of: (i) November 30, 2018; and (ii) the date at which the Corporation terminates the 828 Acquisition (the "**Initial Maturity Date**"). If the closing of the 828

Acquisition occurs on or before the Termination Date (as defined herein), the Maturity Date will be automatically extended from the Initial Maturity Date to June 30, 2020 (the "**Final Maturity Date**"). If (i) the 828 Acquisition closing does not occur on or before 5:00 p.m. (Toronto time) on the Initial Maturity Date; or (ii) the 828 SPA is terminated at any earlier time (the "**Termination Date**"), the Maturity Date will remain the Initial Maturity Date. If the Convertible Debentures mature on the Initial Maturity Date, holders of the Convertible Debentures will receive, on or prior to the tenth Business Day following the Initial Maturity Date, an amount in lawful money of Canada equal to the Issue Price therefor plus accrued and unpaid interest thereon, provided that if the Corporation terminates the 828 Acquisition, holders of the Convertible Debentures will receive, on or prior to the third Business Day following the notice of termination, an amount in lawful money of Canada equal to 104% of the Issue Price therefor and will retain ownership of any Warrants issued in connection with the Units.

The Convertible Debentures will bear interest from the date of issue at 8% per annum, which amount will be payable in cash, semi-annually in arrears on the last day of June and December each year, commencing with the Initial Coupon Payment (as defined herein). Interest will be computed on the basis of a 360-day year composed of twelve 30-day months. In the event the 828 Acquisition occurs before the Initial Maturity Date, all accrued and unpaid interest from the Closing Date up to but not including the closing date of the 828 Acquisition will be paid in cash to holders of the Convertible Debentures on the third Business Day following the closing of the 828 Acquisition (the "**Initial Coupon Payment**").

The Convertible Debentures will not be redeemable by the Corporation. Upon the occurrence of a change of control involving the acquisition of voting control or direction over more than 50% of the Shares of the Corporation (a "**Change of Control**") by one or more persons acting jointly or in concert, the Corporation will be required to make an offer to purchase in cash, within 30 days following the consummation of the Change of Control, all of the Convertible Debentures at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest and any interest the holder would have received had they held the Convertible Debentures up to the Final Maturity Date.

In the event the Initial Maturity Date is extended to the Final Maturity Date, the principal amount of each Convertible Debenture will be convertible into Shares (each a "**Conversion Share**") at the option of the holder of the Convertible Debenture at any time prior to the close of business on the Business Day immediately preceding the Maturity Date, at a conversion price of $0.50 per Conversion Share (the "**Conversion Price**"), being a conversion rate of approximately 2,000 Conversion Shares per $1,000 principal amount of Convertible Debentures, subject to adjustment in certain events as described in the Debenture Indenture (as defined herein). In the event that the Initial Maturity Date is extended to the Final Maturity Date in accordance with the terms of the Debenture Indenture and the conversion privilege is not exercised by any holders of Convertible Debentures, the Corporation may elect to satisfy its obligation to repay the principal amount of such Convertible Debentures which are due on the Maturity Date, in whole or in part, by issuing Shares to the holders of the Convertible Debentures.

The Convertible Debentures shall be duly and validly created and issued pursuant to, and governed by, a trust indenture (the "**Debenture Indenture**") to be entered into between

AST Trust Corporation (Canada), in its capacity as debenture trustee thereunder (the "**Debenture Trustee**"), and the Corporation to be dated as of the Closing Date. To the extent there is any inconsistency between the description of the terms of the Convertible Debentures contained in this Agreement and the Debenture Indenture, the terms set forth in the Debenture Indenture shall govern.

Each Warrant will entitle the holder thereof to acquire one common share in the capital of the Corporation (a "**Warrant Share**") at an exercise price of $0.70 per Warrant Share for a period of two years following the Closing Date, subject to adjustment in certain events. If, following the closing of the Offering and after the extension of the Initial Maturity Date to the Final Maturity Date and prior to the Final Maturity Date, there are an aggregate of 15 days on which the daily VWAP of the Shares on the CSE (or such other Canadian stock exchange on which the Shares may trade) equals or exceeds $1.10, the Corporation may accelerate the expiry date of the Warrants, upon giving Warrant holders 30 days' advance written notice. The Warrants will be governed by a warrant indenture (the "**Warrant Indenture**") to be entered into on the Closing Date between the Corporation and AST Trust Corporation (Canada), as warrant agent (the "**Warrant Agent**"). To the extent there is any inconsistency between the description of the terms of the Warrants contained in this Agreement and the Warrant Indenture, the terms set forth in the Warrant Indenture shall govern.

In addition, the Corporation hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional 4,500 Units (the "**Additional Units**"), representing up to 15% of the number of Units sold pursuant to the Offering, at the Issue Price for additional gross proceeds to the Corporation of up to $4,500,000. The Underwriters agree to exercise the Over-Allotment Option at the Closing Time is exercised, and the Additional Units shall be issued as part of the Offering. The Over-Allotment Option is exercisable in whole or in part, at the sole discretion of the Underwriters, for a period of 30 days following the Closing Date (as hereinafter defined) as more particularly described in Section 10 hereof for market stabilization purposes and for the purposes of covering the Underwriters' over-allocation position.

The Offering is being made in the provinces of Ontario, British Columbia and Alberta (the "**Qualifying Provinces**") by the Underwriters pursuant to the Final Prospectus. The Offered Securities have not been and will not be registered under the U.S. Securities Act or the Securities Laws of any state of the United States and, accordingly, may not be offered, sold or delivered, directly or indirectly, in the United States, except in transactions exempt from the registration requirements of the U.S. Securities Act and any applicable state Securities Laws. The Underwriters may re-offer and resell the Units that they have acquired pursuant to the Underwriting Agreement, through their United States registered broker-dealer affiliates, to persons who are "qualified institutional buyers", as such term is defined in Rule 144A under the U.S. Securities Act ("**Qualified Institutional Buyers**"), in compliance with Rule 144A under the U.S. Securities Act and applicable U.S. state Securities Laws. In addition, the Underwriters will offer and sell the Units outside the United States to non-U.S. Persons only in accordance with Regulation S under the U.S. Securities Act. None of the Shares, the Conversion Shares, the Warrants or the Warrant Shares have been or will be registered under the U.S. Securities Act.

In consideration for their services in connection with the Offering, the Underwriters will be paid the Underwriters' Fee equal to 4.0% of the gross proceeds of the Offering, being $1,200,000 payable in cash ($1,380,000 including the Over-Allotment Option). As additional consideration for the services to be rendered in connection with the Offering, the Corporation has agreed to issue broker warrants to the Underwriters (the "**Broker Warrants**") exercisable to acquire, at any time prior to 5:00 pm (Eastern time) on the date which is twelve (12) months following the Closing Date, in the aggregate, that number of Units that is equal to 4.0% of the number of Units sold pursuant to the Offering (including the Over-Allotment Option), at the Issue Price. The Broker Warrants will be evidenced by certificates (the "**Broker Warrant Certificates**").

Terms and Conditions

The following are additional terms and conditions of this Agreement between the Corporation and the Underwriters:

Section 1 Interpretation

(1) **Definitions**.

Where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

"**Additional Debentures**" means the Convertible Debentures issued pursuant to the Over-Allotment Option;

"**Additional Units**" has the meaning ascribed to it on the third page hereof;

"**Additional Warrants**" means the Warrants issued pursuant to the Over-Allotment Option;

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**" and "**misrepresentation**", shall have the respective meanings ascribed thereto in the *Securities Act* (Alberta);

"**Agreement**" has the meaning ascribed thereto on the face page hereof;

"**Amended and Restated Prospectus**" means the amended and restated short form prospectus dated May 16, 2018, including all of the Documents Incorporated by Reference, relating to the distribution of the Units and for which a receipt has been issued by 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;

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

"**Broker Warrants**" has the meaning ascribed thereto on the third page hereof;

"**Broker Warrant Certificates**" has the meaning ascribed thereto on the fourth page hereof;

"**Business Day**" means any day, other than a Saturday or Sunday, on which the chartered banks in Toronto, Ontario and Calgary, Alberta, are open for commercial banking business during normal banking hours;

"**Canaccord Genuity**" has the meaning ascribed thereto on the face page hereof;

"**Canadian Securities Regulators**" means, collectively, the Securities Regulators in the Qualifying Provinces;

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

"**Change of Control**" means (i) any event as a result of or following which any person, or group of persons "acting jointly or in concert" within the meaning of applicable Canadian Securities Laws, beneficially owns or exercises control or direction over an aggregate of more than 50% of the then outstanding Shares;

"**Claims**" has the meaning ascribed thereto in subsection 16(a) hereof;

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

"**Closing Date**" means June 21, 2018 or any earlier or later date as may be agreed to by the Corporation and Canaccord Genuity, each acting reasonably, or required by subsection 3(a) hereof;

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

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

"**Convertible Debentures**" has the meaning ascribed thereto on the face page hereof;

"**Conversion Price**" has the meaning ascribed thereto on the second page hereof;

"**Conversion Share**" has the meaning ascribed thereto on the second page hereof;

"**Corporation**" has the meaning ascribed thereto on the face page hereof;

"**Corporation's Auditors**" means Collins Barrow Calgary LLP, or such other firm of chartered accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

"**Crypto 205 Services Agreement**" has the meaning ascribed thereto in subsection 8(1)(z) hereto;

"**CSE**" means the Canadian Securities Exchange;

"**Debenture Indenture**" has the meaning ascribed thereto on the third page hereof;

"**Debenture Trustee**" has the meaning ascribed thereto on the third page hereof;

"**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 Corporation, whether before or after the date of this Agreement, that are required by applicable Securities Laws of the Qualifying Provinces to be incorporated by reference into the Preliminary Prospectus, the Amended and Restated Prospectus the Final Prospectus or any Supplementary Material, and all Marketing Materials;

"**Employee Plans**" has the meaning ascribed thereto in subsection 8(1)(xx) hereof;

"**Engagement Letters**" means the engagement letters dated May 14, 2018 and May 15, 2018 between Canaccord Genuity and the Corporation relating to the Offering;

"**Final Prospectus**" means the (final) short form prospectus, including all of the Documents Incorporated by Reference, relating to the distribution of the Units and for which a receipt has been issued by 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 Corporation and incorporated by reference into the Preliminary Prospectus, the Amended and Restated 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 Corporation and the Subsidiaries included in the Documents Incorporated by Reference, including the notes thereto together with any report thereon prepared by the Corporation's Auditors as at and for the periods included therein;

"**Governmental Authority**" means and includes, without limitation, any national, federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**Government Official**" means any: (a) official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental

Authority; (b) salaried political party official, elected member of political office or candidate for political office; or (c) corporation, business, enterprise or other entity owned or controlled by any Person described in the foregoing clauses;

"**IFRS**" means International Financial Reporting Standards applicable as at the date on which date such statements are prepared as of or as of which calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;

"**Indemnified Party**" has the meaning ascribed thereto in subsection 16(a) hereof;

"Intellectual Property" has the meaning ascribed thereto in subsection 8(1)(lll) hereof;

"**Issue Price**" has the meaning ascribed thereto on the face page hereof;

"**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;

"**Leased Premises**" means the premises which are material to the Corporation (on a consolidated basis) and which are occupied under a tenancy by the Corporation, including, but not limited to, the property located in Pointe-Claire, Quebec;

"**Lock-Up Agreements**" has the meaning ascribed thereto in subsection 7(1)(w) hereof;

"**Losses**" has the meaning ascribed thereto in subsection 16(a) hereof;

"**Marketing Materials**" has the meaning ascribed thereto in NI 41-101;

"**Maturity Date**" has the meaning ascribed thereto on the face page hereof;

"**Material Adverse Effect**" means the effect resulting from any change (including a decision to implement such a change made by the board of directors or by senior management of the Corporation or any Subsidiary who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy or circumstance that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, or results of operations of the Corporation and the Subsidiaries, taken as a whole;

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*;

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

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**notice**" has the meaning ascribed thereto in Section 21 hereof;

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

"Offered Securities" means the Units and the Additional Units;

"**Offering**" has the meaning ascribed thereto on the face page hereof;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Amended and Restated Prospectus, the Final Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any Supplementary Material;

"**Over-Allotment Notice**" has the meaning ascribed thereto in subsection 10(a) hereof;

"**Over-Allotment Option**" has the meaning ascribed thereto on the third page hereof;

"**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**" shall be broadly interpreted and shall include any individual, corporation, partnership, joint venture, firm, association, trust or other legal entity;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Corporation dated May 15, 2018 including all of the Documents Incorporated by Reference, prepared by the Corporation and relating to the distribution of the Offered Securities and for which a receipt has been issued by 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;

"**Preliminary U.S. Placement Memorandum**" means the preliminary U.S. private placement memorandum and any amendments thereto, including the Preliminary Prospectus, prepared for use in connection with the offering of the Offered Securities in the United States;

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

"**Purchasers**" means, collectively, each of the purchasers of the Offered Securities pursuant to the Offering including, if applicable, the Underwriters;

"**Qualifying Provinces**" has the meaning ascribed thereto on the second page hereof;

"**Regulation S**" means Regulation S under the U.S. Securities Act;

"**Rule 144A**" means Rule 144A under the U.S. Securities Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities Laws**" means, unless the context otherwise requires, all applicable Securities Laws in each of the Qualifying Provinces, the United States and the applicable Securities Laws of all other jurisdictions other than the Qualifying Provinces and the United States in which the Offered Securities 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 to the extent they have the force of law, including the rules and policies of the CSE;

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

"**Selling Firm**" has the meaning ascribed thereto in subsection 3(c) hereof;

"**Shares**" has the meaning ascribed thereto on the face page hereof;

"**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 Corporation after the date of this Agreement that are required by applicable Securities Laws to be incorporated by reference in the Preliminary Prospectus, the Amended and Restated Prospectus or the Final Prospectus;

"**subsidiary**" has the meaning ascribed thereto in the *Business Corporations Act* (Alberta) unless otherwise defined herein;

"**Subsidiaries**" means the subsidiaries of the Corporation, being Vogogo Canada Inc. and Crypto 205 Inc.;

"**Substituted Purchasers**" has the meaning ascribed thereto in subsection 3(b) hereof;

"**Supplementary Material**" means, collectively, any amendment to the Preliminary Prospectus, the Amended and Restated Prospectus, the Final Prospectus, any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under the Securities Laws relating to the distribution of the Offered Securities thereunder;

"**Taxes**" has the meaning ascribed thereto in subsection 8(1)(oo) hereof;

"**Transfer Agent**" has the meaning ascribed thereto in subsection 8(1)(v) hereof;

"**Transaction Documents**" means, collectively, this Agreement, the Warrant Indenture the Debenture Indenture and the Broker Warrant Certificates;

"**Underlying Shares**" means, collectively, the Warrant Shares and the Conversion Shares;

"**Underwriters**" has the meaning ascribed thereto on the face page hereof;

"**Underwriting Fee**" has the meaning ascribed thereto on the third page hereof;

"**United States**" means the "United States" as defined in Regulation S under the U.S. Securities Act;

"Units" has the meaning ascribed thereto on the face page hereof;

"**U.S. Affiliate**" has the meaning ascribed thereto in subsection 4(d) hereof;"**U.S. Placement Memorandum**" means the U.S. private placement memorandum and any amendment thereto, including the Prospectus, prepared for use in connection with the offering of the Offered Securities in the United States;

"**U.S. person**" has the meaning ascribed thereto in Regulation S under the U.S. Securities Act;

"**U.S. Private Placement**" has the meaning ascribed thereto on the face page hereof;

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

"**VWAP**" has the meaning ascribed thereto on page 2 hereof;

"**Warrant**" has the meaning ascribed thereto on the face page hereof;

"**Warrant Agent**" has the meaning ascribed thereto on the third page hereof;

"**Warrant Indenture**" has the meaning ascribed thereto on the third page hereof; and

"**Warrant Share**" has the meaning ascribed thereto on third face page hereof.

(2) **Divisions and Headings**. The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.

(3) **Number and Gender**. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case required and the verb shall be construed as agreeing with the required word and/or pronoun.

(4) **Currency**. Any reference in this Agreement to $ or to dollars shall refer to the lawful currency of Canada, unless otherwise specified.

(5) **Schedules**. Schedule "A" entitled "United States Offers and Sales" and Schedule "B" entitled "Underwriter's Certificate" attached to this Agreement and are deemed to be incorporated into and to form part of this Agreement.

Section 2 Attributes of the Offered Securities.

The Offered Securities to be issued and sold by the Corporation hereunder shall be duly and validly created and issued by the Corporation and, when issued by the Corporation, such Offered Securities shall have the rights, privileges, restrictions and conditions that conform in all material respects to the rights, privileges, restrictions and conditions set forth in the Offering Documents.

Section 3 The Offering.

(a) Each Purchaser resident in a Qualifying Province shall purchase the Offered Securities pursuant to the Final Prospectus. The Corporation hereby agrees to secure compliance with all Securities Laws of the Qualifying Provinces on a timely basis in connection with the distribution of the Offered Securities. Upon request by the Underwriters, and subject to the provisions of subsection 4(b), the Corporation and the Underwriters each agree to file within the periods stipulated under the Securities Laws of the United States, and at the expense of the Corporation, all post-closing filings required to be made by the Corporation or the Underwriters, as applicable, in connection with the Offering in the United States. The Underwriters agree to assist the Corporation in all reasonable respects to secure compliance with all regulatory requirements in connection with the Offering.

(b) The Corporation 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 Securities. It is further understood that the Underwriters agree to purchase or cause to be purchased the Units and the Convertible Debentures, and if the Over-Allotment Option is exercised, the Additional Units, as applicable, being issued by the Corporation and that this commitment is not subject to the Underwriters being able to arrange Substituted Purchasers. Each Substituted Purchaser shall purchase Offered Securities at the respective Offering Price set forth in the paragraphs above, and to the extent that Substituted Purchasers purchase Offered Securities, the obligations of the Underwriters to do so will be reduced by the number of Offered Securities purchased by the Substituted Purchasers from the Corporation (but shall not relieve the Underwriters from paying to the Corporation the Issue Price per Offered Security 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. Notwithstanding the foregoing all Offered Securities sold pursuant to Rule 144A shall first be purchased by the Underwriters, acting as principal, and resold in transactions in accordance with Rule 144A.

(c) The Corporation 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 Securities. 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. Subject to Sections 16 and 17 hereof, the Corporation 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 subsection 3(c) 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.

(d) The Corporation represents and warrants to, and covenants and agrees with, the Underwriters that the Corporation has prepared and will promptly, after the execution and delivery of this Agreement, file the Final Prospectus and other related documents in the Qualifying Provinces of the Offered Securities in accordance with the Securities Laws and the Corporation shall obtain a receipt for the Final Prospectus from 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 no later than 5:00 p.m. (Toronto time) on June 15, 2018.

(e) Until the earlier of the date on which: (i) the distribution of the Offered Securities is completed; or (ii) the Underwriters have exercised their termination rights pursuant to Sections 12 and 13, the Corporation will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under the Securities Laws to continue to qualify the distribution of the Offered Securities or, in the event that the Offered Securities have, for any reason, ceased so to qualify, to so qualify again the Offered Securities, as applicable, for distribution in the Qualifying Provinces. The Underwriters shall, upon the Corporation 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 Corporation in accordance with subsection 5(d)(i), deliver one copy of the Final Prospectus (together with any amendments thereto) to all persons resident in the Qualifying Provinces who are to acquire the Offered Securities.

(f) Prior to the filing of the Preliminary Prospectus, the filing of the Amended and Restated Prospectus, the filing of the Final Prospectus and the Closing, the Corporation shall have permitted the Underwriters to review each of the Preliminary Prospectus, the Amended and Restated Prospectus and the Final Prospectus 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 Amended and Restated Prospectus and the Final Prospectus required to be executed by them. Unless so advised otherwise, the Underwriters will be entitled to rely on the advice or absence of advice, as the case may be, of the Corporation in the course of their due diligence investigations.

(g) In carrying out their responsibilities under this Agreement, the Underwriters will necessarily rely on information prepared or supplied by the Corporation. The Underwriters will apply reasonable standards of diligence to their due diligence inquiries. However, the Underwriters will be entitled to reasonably rely on and assume no obligation to verify the accuracy or completeness of such information and under no circumstances will the Underwriters be liable to the Corporation or any securityholder for any damages arising out of the inaccuracy or incompleteness of such information. The Corporation maintains sole responsibility for the accuracy and completeness of the Offering Documents, all Documents Incorporated by Reference, and any other disclosure document to be prepared in connection with the Offering, except any portions thereof that are provided by the Underwriters.

Section 4 Distribution and Certain Obligations of the Underwriters.

(a) 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 Securities and shall offer the Offered Securities for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Offering Documents and this Agreement, including Schedule "A" hereto. The Underwriters shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Securities only in those jurisdictions where they may be lawfully offered for sale or sold. The Underwriters shall: (i) use all commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Securities as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Underwriters and the Selling Firms have ceased distribution of the Offered Securities and provide a breakdown of the number of Offered Securities distributed in each of the Qualifying Provinces where such breakdown is required for the purpose of calculating fees payable to the Canadian Securities Regulators.

(b) The Underwriters shall, and shall require any Selling Firm to agree to, distribute the Offered Securities 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 Securities or distribute the Offering Documents in connection with the distribution of the Offered Securities and will not, directly or indirectly, offer, sell or deliver any Offered Securities or deliver the Offering Documents to any person in any jurisdiction other than the Qualifying Provinces except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the

applicable Securities Laws of such other jurisdictions or pay any additional governmental filing fees (other than any filing fees required to comply with state securities or "blue sky" laws in the United States) which relate to such other jurisdictions. Subject to the foregoing, the Underwriters and any Selling Firm shall be entitled to offer and sell the Offered Securities in the United States solely pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A and similar exemptions under applicable United States state Securities Laws, and in other 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 Securities. Any offer or sale of the Offered Securities shall be made in accordance with the terms and conditions set out in Schedule "A" to this Agreement, which terms and conditions and the representations, warranties and covenants of the parties therein, are hereby incorporated by reference into and form part of this Agreement.

(c) For the purposes of this Section 4, the Underwriters shall be entitled to assume that the Offered Securities are qualified for distribution in any Qualifying Province where a receipt for the Final Prospectus shall have been obtained from 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 each of the Canadian Securities Regulators following the filing of the Final Prospectus, unless otherwise notified by the Corporation in writing.

(d) Notwithstanding the foregoing provisions of this Section 4, an Underwriter will not be liable to the Corporation under this Section 4 with respect to a default under this Section 4 or Schedule "A" by the other Underwriter or the other Underwriter's duly registered broker-dealer affiliate in the United States (the "**U.S. Affiliate**") or a Selling Firm appointed by the other Underwriter, as the case may be, if the first Underwriter is not itself in default.

(e) Each Underwriter hereby severally, and not jointly, nor jointly and severally, represents and warrants that: (i) 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 (ii) it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated under this Agreement on the terms and conditions set forth herein.

Section 5 Deliveries on Filing and Related Matters.

(a) The Corporation shall deliver to the Underwriters:

(i) at the Closing Time, a copy of the Preliminary Prospectus, the Amended and Restated Prospectus and the Final Prospectus in the English language signed and certified by the Corporation as required by applicable Securities Laws in the Qualifying Provinces;

(ii) at the Closing Time, a copy of any other document required to be filed by the Corporation under applicable Securities Laws of the Qualifying Provinces in connection with the filing of the Final Prospectus;

(iii) 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 Corporation from the Corporation's Auditors with respect to the Financial Information contained in the Final Prospectus, within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to the auditors' reports incorporated by reference in the Final Prospectus and the consent letter of the Corporation's Auditors addressed to the Canadian Securities Regulators; and

(iv) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that notice for the listing and posting for trading on the CSE of the Convertible Debentures and the Underlying Shares has been given to the CSE.

(b) The Corporation shall also prepare and deliver promptly to the Underwriters copies of the Preliminary U.S. Placement Memorandum and the U.S. Placement Memorandum and signed copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation by reference in the Offering Documents of any Subsequent Disclosure Document, the Corporation 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 subsection 5(a)(iii) hereof.

(c) Delivery of the Preliminary Prospectus, the Amended and Restated Prospectus, the Final Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any Supplementary Material by the Corporation shall constitute the representation and warranty of the Corporation to the Underwriters that, as at their respective dates of filing:

(i) all information and statements (except information and statements relating solely to the Underwriters and provided in writing by the Underwriters for inclusion in the Preliminary Prospectus, the Amended and Restated Prospectus, the Final Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material) contained and/or incorporated by reference in the Preliminary Prospectus, the Amended and Restated Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, 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 Corporation and the Offered Securities as required by applicable Securities Laws in the Qualifying Provinces;

(ii) 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 the Preliminary Prospectus, the Amended and Restated Prospectus, the Final Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and

(iii) 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 Amended and Restated Prospectus, the Final Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material, such documents comply in all material respects with the requirements of applicable Securities Laws in the Qualifying Provinces.

Such deliveries shall also constitute the Corporation's consent to the Underwriters' use of the Preliminary Prospectus, the Amended and Restated Prospectus, the Final Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any Supplementary Material in connection with the distribution of the Offered Securities in compliance with this Agreement, unless otherwise advised in writing.

(d) The Corporation shall:

i. cause commercial copies of the Final Prospectus, the U.S. Placement Memorandum and any Supplementary Material to be delivered to the Underwriters without charge, in such numbers and in such cities as the Underwriters may reasonably request by written instructions to the Corporation's financial printer given forthwith after the Underwriters have been advised that the Corporation has complied with the Securities Laws in the Qualifying Provinces 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 one Business Day after compliance with applicable Securities Laws in the Qualifying Provinces 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

ii. cause to be provided to the Underwriters, without charge, such number of copies of any Documents Incorporated by Reference in the Preliminary Prospectus, the Amended and Restated Prospectus, the Final Prospectus,

the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material as the Underwriters may reasonably request for use in connection with the distribution of the Offered Securities.

(e) During the period commencing on the date hereof and until the completion of the distribution of the Offered Securities, the Corporation will promptly provide to the Underwriters drafts of any press releases of the Corporation and the Corporation will agree to the form and content thereof with the Underwriters prior to issuance.

(f) Prior to the filing of the Final Prospectus with the Canadian Securities Regulators, the Corporation shall file or cause to be filed with the CSE all necessary documents and shall take or cause to be taken all necessary steps to ensure that Convertible Debentures and the Underlying Shares are conditionally listed on the CSE.

Section 6 Material Changes and Undisclosed Material Facts.

(a) During the period commencing on the date hereof up until such time as the Underwriters notify the Corporation of the completion of the distribution of the Offered Securities under the Final Prospectus and the U.S. Placement Memorandum, the Corporation shall promptly inform the Underwriters in writing of the full particulars of:

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation and its subsidiaries taken as a whole, including without limitation any material change in any information provided to the Underwriters concerning the Corporation;

(ii) 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;

(iii) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained 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 Province;

(iv) any notice by any governmental, judicial or regulatory authority requesting any information, meeting or hearing relating to the Corporation or the Offering; and

(v) any other event or state of affairs of which the Corporation is aware that may be relevant to the Underwriters' due diligence investigations.

(b) The Corporation 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 Securities for distribution in each of the Qualifying Provinces.

(c) In addition to the provisions of subsections 6(a) and 6(b) hereof, the Corporation shall in good faith inform and discuss with the Underwriters any change, event or fact contemplated in subsections 6(a) and 6(b) 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 subsection 6(a) hereof, and the Corporation shall consult with the Underwriters with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, 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.

(d) If during the period of distribution of the Offered Securities 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 Corporation 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 7 Covenants of the Corporation.

(1) The Corporation hereby covenants to the Underwriters that:

(a) prior to and at all times until the Closing Time, the Corporation will allow the Underwriters (and their counsel and consultants) to conduct all due diligence which the Underwriters may reasonably require or which may reasonably be considered necessary or appropriate by the Underwriters. The Corporation will provide to the Underwriters (and their counsel) reasonable access to the Corporation's properties, senior management personnel and corporate, financial and other records, for the purposes of conducting such due diligence. Without limiting the scope of the due diligence inquiry the Underwriters (or their counsel) may conduct, the Corporation shall use its reasonable best efforts to make available its directors, senior management, technical advisors, auditors and

counsel to answer any questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to filing of each of the Preliminary Prospectus and the Final Prospectus;

(b) during the period from the date hereof until the time that the Underwriters notify the Corporation of the completion of the distribution of the Offered Securities:

(i) the Corporation and its management will provide such assistance to the Underwriters as they may reasonably require in connection with the preparation of Marketing Materials; and

(ii) the Corporation shall file, if applicable, a template version of any such Marketing Materials on SEDAR as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Underwriters, acting reasonably, and in any event on or before the day the Marketing Materials are first provided to any potential investor of Offered Securities;

(c) the Corporation and each Underwriter, on a several basis, covenants and agrees not to provide any potential investor of Offered Securities with any Marketing Materials except for Marketing Materials which have been approved as contemplated in subsection 7(1)(b)(ii) hereof;

(d) the Corporation 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;

(e) the Corporation will advise the Underwriters, promptly after receiving notice thereof, of the time when the Amended and Restated 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;

(f) the Corporation 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;

(g) the Corporation will, until the end of the distribution of the Offered Securities, advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Offering Documents;

(ii) the suspension of the qualification for distribution of the Offered Securities in any of the Qualifying Provinces or the institution, threatening or contemplation of any proceeding for any such purposes; or

(iii) the receipt by the Corporation of any material communication, whether written or oral, from any Canadian Securities Regulators or any stock exchange, relating to the distribution of the Offered Securities or any requests made by any Canadian Securities Regulators for amending or supplementing the Preliminary Prospectus or the Final Prospectus or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(h) the Corporation shall use its commercially reasonable efforts to maintain its status as a "reporting issuer" under Securities Laws of the Qualifying Provinces not in default of any requirement of such Securities Laws, provided that the Corporation shall not be required to comply with this subsection 7(1)(h) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Corporation ceases to be a "distributing corporation" (within the meaning of the *Business Corporations Act* (Alberta));

(i) the Corporation shall use commercially reasonable efforts to ensure that the Convertible Debentures and the Underlying Shares, when issued, are listed and posted for trading on the CSE upon their date of issuance;

(j) the Corporation shall use commercially reasonable efforts to remain a corporation validly subsisting under the laws of its jurisdiction of incorporation, licenced, 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 Corporation shall not be required to comply with this subsection 7(1)(j) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Corporation ceases to be a "reporting issuer" under applicable Securities Laws;

(k) the Corporation shall use commercially reasonable efforts to maintain the listing of the Convertible Debentures and, when issued, the Underlying Shares on the CSE, or such other recognized stock exchange or quotation system as Canaccord Genuity, on behalf of the Underwriters, may approve, acting reasonably, provided that the Corporation shall not be required to comply with this

subsection 7(1)(k) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Corporation ceases to be a "reporting issuer" under applicable Securities Laws;

(l) will duly execute and deliver the Warrant Indenture, the Debenture Indenture and the Broker Warrant Certificates at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be completed with or satisfied by the Corporation;

(m) the Corporation will ensure that, at the Closing Time, the Convertible Debentures and if applicable, the Additional Debentures, shall be validly created and issued and shall have attributes corresponding in all material respects to the description set forth in the Debenture Indenture;

(n) the Corporation will ensure that, at the Closing Time, the Warrants and if applicable, the Additional Warrants, shall be validly created and issued and shall have attributes corresponding in all material respects to the description set forth in the Warrant Indenture;

(o) the Corporation will ensure that that, at all times following the issue of the Units and if applicable, the Additional Units, and the Broker Warrants, that a sufficient number of applicable Underlying Shares are allotted and reserved for issuance upon the due exercise of the Warrants, the Broker Warrants, and the due conversion of the Convertible Debentures;

(p) the Corporation will ensure that, at the Closing Time, the Broker Warrants shall be validly created and issued and shall have the attributes corresponding in all material respects to the description set forth in the Brother Warrant Certificates;

(q) the Corporation will duly appoint the Warrant Agent as the agent under the Warrant Indenture at or prior to the Closing Time;

(r) the Corporation will duly appoint the Debenture Agent as the trustee under the Debenture Indenture at or prior to the Closing Time;

(s) the Corporation shall use the proceeds of the Offering in the manner specified in the Final Prospectus;

(t) the Corporation 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 Provinces in the time required by applicable Securities Laws in the Qualifying Provinces;

(u) the Corporation shall, to the extent that any Offered Securities are sold in the United States, file such notices with the SEC as are required under the U.S. Securities Act and such notices and forms with state securities regulators as are required under state securities or "blue sky" laws;

(v) the Corporation shall use its commercially 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 11 hereof;

(w) the Corporation shall use its best efforts to cause each of the directors and executive officers of the Corporation to execute agreements (the "**Lock-Up Agreements**") in favour of the Underwriters in the form in accordance with the terms set out in subsection 11(1)(o);

(x) until the earlier of the Termination Date and such time as the Initial Maturity Date is extended to the Final Maturity Date, the Corporation shall maintain sufficient cash and cash equivalents (including bank account balances, marketable securities, short term investments and cleared cheque, but excluding cryptocurrency) in order to satisfy its obligations under the Convertible Debentures, in accordance with their terms;

(y) the Corporation shall ensure that it has available financing to fully fund the 828 Acquisition;

(z) the Corporation will promptly advise the Underwriters: (i) of any material amendment or proposed amendment to the 828 SPA or waiver or proposed waiver of any material term, provision or condition thereof and shall not materially amend the 828 SPA or waive any material term, provision or condition thereof without the prior approval of the Underwriters, acting reasonably; (ii) if it becomes aware that any of the representations and warranties of any parties to the 828 SPA cease to be true and correct in any material respect or if the Corporation becomes aware that there is any change of any material fact or event which is, or may become of such a nature as to, render any such representations and warranties, or any information provided to the Underwriters in respect of the 828 Acquisition, untrue, false or misleading in any material respect; and (iii) if the 828 SPA is terminated, or the Corporation determines it will not be proceeding with the 828 Acquisition; and

(aa) the Corporation will use its reasonable commercial efforts to expeditiously pursue the satisfaction of all conditions to the completion and the closing of the 828 Acquisition.

Section 8 Representations and Warranties of the Corporation.

(1) The Corporation represents and warrants to the Underwriters as of the date hereof, and acknowledges that the Underwriters are relying upon each of such representations and warranties in completing the Offering, that:

(a) the Corporation and each of the Subsidiaries is a corporation duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be, and has all requisite corporate power and authority and is duly qualified and holds all necessary material permits, licences and authorizations necessary or required

to carry on its business as now conducted and to own, lease or operate its properties and assets, and, to the knowledge of the Corporation, no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;

(b) except for the Subsidiaries and as disclosed in the Offering Documents, the Corporation has no direct or indirect subsidiary nor any investment or proposed investment in any Person which in either case is or could be material to the business and affairs of the Corporation or which otherwise is required to be disclosed in the Offering Documents;

(c) the Corporation has all requisite corporate power, authority and capacity to enter into this Agreement and the other Transaction Documents and to perform its obligations and consummate the transactions contemplated herein and therein;

(d) neither the Corporation nor any of the Subsidiaries is (i) in violation of its constating documents or (ii) in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound, except in the case of clause (ii) for any such violations or defaults that would not result in a Material Adverse Effect;

(e) to the knowledge of the Corporation, no counterparty to any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Corporation or any of the Subsidiaries is a party is in default in the performance or observance thereof, except where such violation or default in performance would not have a Material Adverse Effect;

(f) except as disclosed in the Offering Documents, the Corporation owns all of the issued and outstanding shares of each of the Subsidiaries free and clear of all encumbrances, claims or demands whatsoever and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from any Person (other than the Corporation) of any interest in any of the shares in the capital of any of the Subsidiaries. All of the issued and outstanding shares of the Subsidiaries are outstanding as fully paid and non-assessable shares;

(g) except as disclosed in the Offering Documents, the Corporation and each of the Subsidiaries has conducted and is conducting its business in material compliance with all applicable Laws of each jurisdiction in which it carries on business, and the Corporation and each of the Subsidiaries holds all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, neither the Corporation nor any of the Subsidiaries has received a

written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Laws or permits which would have a Material Adverse Effect;

(h) the Corporation is in compliance in all material respects with all of the rules, policies and requirements of the CSE, and the Shares are currently listed on the CSE and quoted on the OTCQB and on no other stock exchanges;

(i) except as disclosed in the Offering Documents, the Corporation and each of the Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of their material Assets and Properties, and no other assets or property are necessary for the conduct of business of the Corporation or the Subsidiaries as currently conducted or as it is contemplated to be conducted as disclosed in the Offering Documents. Any and all of the agreements and other documents pursuant to which the Corporation and each of the Subsidiaries holds the assets and property thereof, including any interest in, or right to earn an interest in, any Intellectual Property (as hereinafter defined)) are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and such Assets and Properties are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licences and other agreements pursuant to which the Corporation or any of the Subsidiaries derives the interests thereof in such property are in good standing. The Corporation does not have any knowledge of any claim or the basis for any claim that might or could materially and adversely affect the right of the Corporation or any of the Subsidiaries to use, transfer or otherwise exploit its respective assets, none of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation or any of the Subsidiaries is subject to any right of first refusal or purchase acquisition right, and neither the Corporation nor any of the Subsidiaries has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any Person with respect to the property and assets thereof;

(j) no legal or governmental proceedings or inquiries are pending to which the Corporation or any of the Subsidiaries are a party or to which the property thereof is subject that would result in the revocation or modification of any certificate, authority, permit or licence necessary to conduct the business now operated by the Corporation or any of the Subsidiaries which, if the subject of an unfavourable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect on the Corporation and, to the knowledge of the Corporation, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Corporation or any of the Subsidiaries or with respect to the properties or assets thereof;

(k) there are no actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the best of the Corporation's knowledge, pending or threatened against or affecting the Corporation or any of the Subsidiaries, or

the directors, officers or employees thereof, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of the Corporation's knowledge, there is no basis therefor and neither the Corporation nor, to the Corporation's knowledge, any of the Subsidiaries is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may have a Material Adverse Effect on the Corporation or that would materially adversely affect the ability of the Corporation to perform its obligations under this Agreement and the other Transaction Documents;

(l) the terms and the number of options and warrants to purchase Shares granted or issued by the Corporation and currently outstanding conform to the description thereof contained in the Offering Documents and, other than as set forth in the Offering Documents and as contemplated by this Agreement, and options granted to directors, officers, employees and consultants of the Corporation to purchase Shares and outstanding warrants to purchase Shares as described in the Offering Documents, no person, firm or corporation has any agreement or option, right or privilege (contractual or otherwise) capable of becoming an agreement (including convertible or exchangeable securities and warrants) for the purchase or acquisition from the Corporation of any interest in any unissued Shares or other unissued securities of the Corporation;

(m) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under Securities Laws necessary for the execution and delivery of this Agreement and the other Transaction Documents and the creation, issuance and sale, as applicable, of the Offered Securities and Broker Warrants and the consummation of the transactions contemplated hereby and thereby will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the Closing Date and, in any event, within such deadline imposed by applicable Securities Laws);

(n) as of the date hereof, the authorized capital of the Corporation consists of an unlimited number of Shares and an unlimited number of preferred shares issuable in series (the "**Preferred Shares**"), of which 137,995,137 Shares and 130,000,001 Series 1 Preferred Shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Corporation;

(o) at the Closing Time, all necessary corporate action will have been taken by the Corporation to (i) issue and deliver the Offered Securities; (ii) allot and authorize the issuance of the Underlying Shares; and (iii) issue and deliver the Broker Warrants. The Warrants, Convertible Debentures and Broker Warrants will, upon issuance thereof, have been validly created and issued as securities of the Corporation in accordance with the Warrant Indenture, the Debenture Indenture, and the Broker Warrant Certificates, respectively, and all such securities shall

have the attributes corresponding in all material respects to the description thereof set forth in this Agreement;

(p) the Underlying Shares, upon issuance in accordance with the terms hereof and the terms and conditions of the Warrant Indenture, Trust Indenture and the Broker Warrant Certificates, as applicable, will be validly issued as fully-paid and non-assessable shares in the capital of the Corporation, and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and in the Offering Documents;

(q) there are no contracts or agreements between either the Corporation or a Subsidiary and any person granting such person the right to require the Corporation or a Subsidiary to file a registration statement under U.S. Securities Laws, or, except as contemplated by this Agreement, a prospectus under Canadian Securities Laws, with respect to any securities of the Corporation or a Subsidiary owned or to be owned by such person that require the Corporation or a Subsidiary to include such securities in the securities qualified for distribution under the Offering Documents;

(r) except as described in the Offering Documents, there are no voting trusts or agreements, shareholders' agreements, buy sell agreements, rights of first refusal agreements, agreements relating to restrictions on transfer, pre-emptive rights agreements, tag-along agreements, drag- along agreements or proxies relating to any of the securities of the Corporation or the Subsidiaries, to which the Corporation or any of the Subsidiaries is a party;

(s) with respect to the Leased Premises, the Corporation occupies such Leased Premises and has the exclusive right to occupy and use such Leased Premises and each of the leases pursuant to which the Corporation occupies the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement will not afford any of the parties to such leases or any other Person the right to terminate any such lease or result in any additional or more onerous obligations under such leases or the Corporation losing the benefit of such leases;

(t) the Corporation currently owns approximately 4,125 cryptocurrency miners;

(u) the Corporation is not in the business of trading in securities under Securities Laws, provided that for greater certainty, it is understood that the Corporation may, from time to time, sell or exchange cryptocurrencies for other forms of cryptocurrency or fiat currency or engage in hash rate contract sales;

(v) AST Trust Corporation (Canada) at its principal office in Calgary, Alberta, has been duly appointed as the Corporation's transfer agent (the "**Transfer Agent**") with respect to the Shares;

(w) at or prior to the Closing Time, AST Trust Corporation (Canada), at its principal office in Calgary, Alberta, will have been duly appointed as the Warrant Agent with respect to the Warrants;

(x) at or prior to the Closing Time, AST Trust Corporation (Canada), at its principal office in Calgary, Alberta, will have been duly appointed as the Debenture with respect to the Debentures;

(y) this Agreement has been duly authorized and executed by the Corporation and upon such execution shall constitute a valid and binding obligation of the Corporation and shall be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other Laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Laws;

(z) Crypcom Inc. and Crypto 205 Inc. have entered into a services agreement dated January 1, 2018 (the "**Crypto 205 Services Agreement**"). The Crypto 205 Services Agreement is valid, subsisting, in good standing and in full force and effect, creating binding obligations of Crypcom Inc. and Crypto 205 Inc., and enforceable against Crypcom Inc. and Crypto 205 Inc. in accordance with its terms. Each of Crypcom Inc. and Crypto 205 Inc. have performed all material obligations (including payment obligations) in a timely manner under, and is in compliance with, all terms, conditions and covenants contained in the Crypto 205 Services Agreement, and, no other party is in breach, violation or default of any material term, condition or covenant contained in the Crypto 205 Services Agreement. Crypto 205 Inc. has not received any notice of termination or default under the Crypto 205 Services Agreement and no event has occurred which with notice or lapse of time or both would constitute such a default.

(aa) the 828 SPA is valid, subsisting, in good standing and in full force and effect, creating binding obligations of the Corporation and 828 LP, and enforceable against the Corporation and 828 LP in accordance with its terms. Each of the Corporation and 828 LP have performed, and will continue to perform, all material obligations in a timely manner under, and is in compliance with, all terms, conditions and covenants contained in the 828 SPA, and is not, and will not be, in breach, violation or default of any material term, condition or covenant contained in the 828 SPA. The Corporation has not received any notice of termination or default under the 828 SPA and no event has occurred which with notice or lapse of time or both would constitute such a default;

(bb) there has been no actual or alleged breach or default by any party of any provisions of the 828 SPA and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by of the 828 SPA by the Corporation, 828 LP or any other party thereto;

(cc) the representations and warranties of 828 LP in the 828 SPA, a true copy of which has been provided to the Underwriters, are to the knowledge of the Corporation true and correct in all material respects;

(dd) at the Closing Time, each of this Agreement and the other Transaction Documents shall have been duly authorized and executed by the Corporation and upon such execution and delivery each shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other Laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Laws;

(ee) no authorization, approval, consent, licence, permit, order or filing of, or with any Governmental Authority or court, domestic or foreign, (other than those which have already been obtained or will be obtained prior to the Closing Date and except for post-closing filings to be made with CSE and post-closing distribution reports to be filed and other post-closing filings to be made with certain securities regulatory authorities) is required for the valid sale and delivery of the Offered Securities or for the execution and delivery or performance of this Agreement by the Corporation;

(ff) on June 7, 2018, the provincial government of Quebec announced that the provincially-owned power generator, Hydro Quebec, will temporarily cease processing new applications from cryptocurrency miners amid a surge in applications. Notwithstanding such announcement, the Company confirms that it has sufficient energy to operate all of the machines at the Crypto 205 facility and has secured a letter from Hydro Quebec confirming it will have sufficient energy to operate all of the machines to be located at the facilities in respect of the 828 Acquisition at full capacity, all as more particularly described in the Prospectus;

(gg) each of the execution and delivery of this Agreement and the other Transaction Documents, the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Offered Securities hereunder and the consummation of the transactions contemplated in this Agreement, including the issuance and delivery of the Underlying Shares and the Broker Warrants to the Underwriters, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both): (i) any statute, rule or regulation applicable to the Corporation or any of the Subsidiaries including, without limitation, the Securities Laws; (ii) the constating documents of the Corporation which are in effect at the date hereof; (iii) any mortgage, note, indenture, contract, agreement to which the Corporation or any of the Subsidiaries is a party or by which it is

bound; or (iv) any judgment, decree or order binding the corporation or the property or assets of the Corporation or any of the Subsidiaries;

(hh) the Financial Statements have been prepared in accordance with IFRS, contain no misrepresentations and present fairly, in all material respects, the financial condition of the Corporation on a consolidated basis as at the date thereof and the results of the operations and cash flows of the Corporation for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Corporation since December 31, 2017;

(ii) there are no material liabilities of the Corporation or any of the Subsidiaries whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Financial Statements which are not disclosed or reflected in the Financial Statements except those disclosed in the Offering Documents;

(jj) the financial information included in the Offering Documents presents fairly in all material respects the consolidated financial position, results of operations, deficit and cash flow of the Corporation, respectively, as at the dates and for the periods indicated;

(kk) since December 31, 2017, (i) there has been no material adverse change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation and its Subsidiaries taken as a whole as of the date of this Agreement that has not been generally disclosed, and (ii) no material transactions have been entered into by the Corporation or the Subsidiaries other than in the ordinary course of business, except as disclosed in the Offering Documents;

(ll) the Corporation's auditors who audited and reviewed the Financial Statements are independent public accountants; and there has not been a "reportable event" (within the meaning of NI 51-102) with the Corporation's auditors within the most recently completed financial year;

(mm) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that, (i) transactions are executed in accordance with management's general or specific authorization, and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;

(nn) except as disclosed in the Offering Documents, none of the directors, officers, employees or consultants of the Corporation or the Subsidiaries, any Person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any Person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of the

foregoing, had or has any material interest, direct or indirect, in any transaction (other than in connection with the Offering) or any proposed transaction (including, without limitation, any loan made to or by any such Person) with the Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation or the Subsidiaries;

(oo) the Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation or any of the Subsidiaries, or which will affect voting control of the Corporation upon completion of the Offering;

(pp) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by each of the Corporation and each Subsidiary have been paid or accrued, except where the failure to pay such Taxes would not constitute an adverse material fact in respect of the Corporation or the Subsidiaries or have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of the Corporation or a Subsidiary or have a Material Adverse Effect. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any Subsidiary is currently in progress to the knowledge of the Corporation and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by the Corporation or any Subsidiary in any case, except where such examinations, issues or disputes would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect;

(qq) neither the Corporation nor any of the Subsidiaries is a party to, bound by or, to the Corporation's knowledge, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Corporation or any of the Subsidiaries to compete in any line of business, transfer or move any of its respective assets or operations, or which adversely materially affects the business practices, operations or condition of the Corporation or any of the Subsidiaries;

(rr) all agreements with third parties in connection with the Corporation's and the Subsidiaries' business have been entered into and are being performed by the Corporation, the Subsidiaries and, to the Corporation's knowledge, by all other third parties thereto, in compliance in all material respects with their terms. There exists no actual or, to the Corporation's knowledge, threatened,

termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Corporation or any of the Subsidiaries with any supplier or customer, or any group of suppliers or customers whose business with or whose purchases or inventories/components provided to the business of the Corporation or any of the Subsidiaries are, individually or in the aggregate, material to the assets, business, properties, operations or financial condition of the Corporation or the Subsidiaries. All such business relationships are intact and mutually cooperative, and there exists no condition or state of fact or circumstances, to the knowledge of the Corporation, that would prevent the Corporation or any of the Subsidiaries from conducting such business with any such third parties in the same manner in all material respects as currently conducted or proposed to be conducted;

(ss) the statistical, industry and market related data included in the Offering Documents are derived from sources which the Corporation reasonably believes to be accurate, reasonable and reliable, and, to the knowledge of the Corporation, such data agrees with the sources from which it was derived;

(tt) since the respective dates as of which information is given in the Offering Documents, except as otherwise stated therein or contemplated thereby, there has not been:

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation and its Subsidiaries taken as a whole;

(ii) any transaction entered into by either the Corporation or any of its Subsidiaries which is material to the Corporation on a consolidated basis; or

(iii) any dividend or distribution of any kind declared, paid or made by the Corporation or any of the Subsidiaries on shares in the capital of the Corporation or a Subsidiary, as applicable;

(uu) there are no actions, proceedings, inquiries, disruptions, protests, blockades or initiatives by non-governmental organizations, activist groups or similar Persons, that are ongoing or anticipated which could materially adversely affect the ability to conduct or operate the Corporation's business;

(vv) there are no employee benefit plans maintained, established or sponsored by the Corporation;

(ww) no material labour dispute, complaint, grievance or other conflict with the employees of the Corporation currently exists or is pending, or to the knowledge of the Corporation, is threatened. The Corporation is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labour union,

and no labour union has requested or, to the Corporation's knowledge, has sought to represent any of the employees, representatives or agents of the Corporation and no collective bargaining agreement is in place, being contemplated or currently being negotiated by the Corporation. The Corporation's operations are currently in material compliance with all Laws respecting employment and employment practices, workers' compensation, occupational health and safety and similar legislation, including timely payment all amounts owing thereunder, and there are no pending claims or outstanding orders of a material nature against any of them under applicable workers' compensation legislation, occupational health and safety or similar legislation nor has any event occurred which may give rise to any such material claim;

(xx) the Corporation has sufficient personnel with the requisite skills to effectively conduct its operations as currently operated and as contemplated to be operated following the completion of the 828 Acquisition;

(yy) the Offering Documents disclose, to the extent required by applicable Canadian Securities Laws, 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 Corporation for the benefit of any current or former director, officer, employee or consultant of Corporation (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;

(zz) other than as disclosed in the Offering Documents, neither the Corporation nor any of its Subsidiaries has made any material loans to or guaranteed the obligations of any person or which are required to be disclosed in the Offering Documents;

(aaa) as required under the Securities Laws of the Qualifying Provinces, the material Contracts and agreements of the Corporation not made in the ordinary course of Business have been publicly disclosed, and have or will be filed with the Canadian Securities Regulators in accordance with such Securities Laws;

(bbb) except as otherwise disclosed to the Underwriters and counsel thereto, the minute books and corporate records of the Corporation for the period from incorporation to the date hereof contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) thereof and there have been no other meetings, resolutions or proceedings of the shareholders or directors of the Corporation to the date hereof not reflected in such corporate records, other than those which are not material to the Corporation;

(ccc) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;

(ddd) there are no material events relating to the Corporation or any Subsidiary required to be disclosed pursuant to applicable Canadian Securities Laws which are not referenced in the Offering Documents;

(eee) information available on the Corporation's profile at www.sedar.com was accurate and complete on the date of filing such information and such information does not contain a misrepresentation;

(fff) except as disclosed in the Offering Documents, the Corporation has not otherwise completed any "significant acquisition" or "significant disposition", nor are there any "probable acquisitions" (as such terms are used in NI 44-101 and Form 44-101F1) that, would require the filing of a business acquisition report or the inclusion of any additional financial statements or pro forma financial statements in the Offering Documents pursuant to the Securities Laws of the Qualifying Provinces;

(ggg) all information which has been prepared by the Corporation relating to the Corporation and the Subsidiaries, the Offering and their respective business, properties and liabilities, and made available to the Underwriters was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading;

(hhh) the Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII.1 – *Civil Liability for Secondary Market Disclosure of the Securities Act* (Ontario) and analogous secondary market liability disclosure provisions under applicable Canadian Securities Laws in the Qualifying Provinces;

(iii) with respect to forward-looking information contained in the Offering Documents:

(i) the Corporation has a reasonable basis for the forward-looking information;

(ii) all material forward-looking information is identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information and identifies material risk factors that could cause actual results to differ materially from the forward-looking information, and accurately states the material factors or assumptions used to develop forward-looking information;

(iii) all future-oriented financial information and each financial outlook: (A) has been prepared in accordance with IFRS, using the accounting policies the Corporation expects to use to prepare its historical financial statements for the period covered by the future-oriented financial information or the financial outlook; (B) presents fully, fairly and correctly in all material respects the expected results of the operations for the periods covered thereby; (C) is based on assumptions that are reasonable in the circumstances, reflect the Corporation's intended course of action, and reflect management's expectations concerning the most probable set of economic conditions during the periods covered thereby; and (D) is limited to a period for which the information in the future-oriented financial information or financial outlook can be reasonably estimated;

(jjj) all filings and fees required to be made and paid by the Corporation pursuant to applicable Laws, including Canadian Securities Laws in the Qualifying Provinces have been made and paid and such disclosure and filings were true and accurate in all material respects as at the respective dates thereof and the Corporation has not filed any confidential material change reports or similar confidential report with any Securities Commissions that are still maintained on a confidential basis;

(kkk) the Corporation is currently a "reporting issuer" in the provinces of British Columbia, Alberta and Ontario and is in compliance, in all material respects, with all of its continuous and timely obligations as a reporting issuer and since incorporation has not been the subject of any investigation by any stock exchange or any Securities Regulator, is current with all filings required to be made by it under Securities Laws and other Laws, is not aware of any deficiencies in the filing of any document or reports with any Securities Regulators and there is no material change relating to the Corporation which has occurred and with respect to which the requisite news release or material change report has not been filed with the Securities Regulators;

(lll) the Corporation is eligible to file a short form prospectus in each of the Qualifying Provinces pursuant to applicable Securities Laws of the Qualifying Provinces and on the date of and upon filing of the Final Prospectus there will be no documents required to be filed under applicable Securities Laws of the Qualifying Provinces in connection with the Offering that will not have been filed as required; and

(mmm) no Canadian Securities Regulator or comparable authority has issued any order preventing or suspending the use or effectiveness of the Offering Documents or preventing the distribution of the Offered Securities in any Qualifying Province nor instituted proceedings for that purpose and, to the knowledge of the Corporation, no such proceedings are pending or contemplated;

(nnn) the Corporation and the Subsidiaries do not own any patents, trademarks, copyrights, industrial designs, software, trade secrets, know-how, concepts,

information and other intellectual and industrial property (collectively, "**Intellectual Property**") necessary for the conduct of its business;

(ooo) neither the Corporation nor any of the Subsidiaries has received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Intellectual Property or suggesting that any other Person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor to the Corporation's knowledge is there a reasonable basis for any claim that any Person other than the Corporation or one of the Subsidiaries has any claim of legal or beneficial ownership or other claim or interest in any Intellectual Property;

(ppp) any and all of the material agreements and other material documents and instruments pursuant to which any of the Corporation of the Subsidiaries holds the property and assets thereof (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with terms thereof, none of the Corporation nor any of the Subsidiaries is in default of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged, such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all material leases, licences and other agreements pursuant to which the Corporation or the Subsidiaries derives the interests thereof in such property and assets are in good standing and there has been no material default under any such lease, licence or agreement. None of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation or any of the Subsidiaries is subject to any right of first refusal or purchase or acquisition right;

(qqq) except as disclosed in the Offering Documents, neither the Corporation nor any Subsidiary is currently party to any agreement in respect of: (i) the purchase of any material Assets or Properties or any interest therein or the sale, transfer or other disposition of any material Assets or Properties or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiaries whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of the Corporation or the Subsidiaries (whether by sale or transfer of shares or sale of all or substantially all of the Assets and Properties of the Corporation or the Subsidiaries or otherwise);

(rrr) other than as described in the Offering Documents, the Corporation is not aware of any Laws presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any Laws presently in force, that the Corporation anticipates it or the Subsidiaries will be unable to comply with or which could reasonably be expected to materially adversely affect the business of the Corporation or any of the Subsidiaries or the business environment or legal environment under which such entity operates;

(sss) the Corporation is in compliance with all applicable Laws relating to the environment or occupational health and safety, except to the extent any violation of such Laws would not have a Material Adverse Effect on the Corporation (as such business is presently conducted and as it is proposed to be conducted) and, to the Corporation's knowledge, no material expenditures are or will be required in order to comply with any such existing Law;

(ttt) the Corporation and each of the Subsidiaries maintains insurance by insurers of recognized financial responsibility, against such losses, risks and damages to their assets in such amounts as are customary for the business in which they are engaged and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage, fidelity or surety bonds insuring the Corporation and the Subsidiaries, and their respective directors, officers and employees, and Corporation's and the Subsidiaries' assets, are in good standing and in full force and effect in all respects, and not in default. Each of the Corporation and each of the Subsidiaries is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Corporation or any of the Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; the Corporation has no reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, and neither the Corporation nor any of the Subsidiaries has failed to promptly give any notice of any material claim thereunder;

(uuu) none of the Corporation or, to the knowledge of the Corporation, any of the Subsidiaries, or any director, officer, employee, consultant or agent thereof, has made any unlawful contribution or 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, governmental officer or official, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws;

(vvv) the statements set forth in the Offering Documents in relation to the Corporation and the Offering are true and correct in all material respects and do not contain any misrepresentation;

(www) no material fact with respect to the Corporation has been omitted from the Offering Documents that is required to be stated in the documents or is necessary to make the statements made therein not misleading in light of the circumstances in which they were made;

(xxx) other than the Underwriters, or as contemplated hereunder, there is no Person acting or purporting to act at the request or on behalf of the Corporation that is

entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement; and

(yyy) the Corporation and, to the knowledge of the Corporation, the directors, officers, employees, consultants, representatives and agents of the Corporation, have not: (i) violated any anti-bribery or anti-corruption Laws applicable to them, including but not limited to the U.S. Foreign Corrupt Practices Act and *Corruption of Foreign Public Officials Act* (Canada); or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is of modest value: (A) to any Government Official, whether directly or through any other Person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity, inducing a Government Official to do or omit to do any act in violation of his or her lawful duties, securing any improper advantage, inducing a Government Official to influence or affect any act or decision of any Governmental Authority, or assisting any representative of the Corporation in obtaining or retaining business for or with, or directing business to, any Person; or (B) to any Person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. The Corporation and, to the knowledge of the Corporation, the directors, officers, employees, consultants, representatives and agents of the Corporation, have not: (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or any director, officer, employee, consultant, representative or agent of the Corporation violated such Laws or committed any material wrongdoing; or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any Person alleging non-compliance with any such Laws.

Section 9 Closing Deliveries.

The purchase and sale of the Offered Securities shall be completed at the Closing Time at the offices of Cassels Brock & Blackwell LLP, counsel to the Corporation, in Toronto, Ontario, or at such other place as Canaccord Genuity and the Corporation may agree. At or prior to the Closing Time, the Corporation shall duly and validly deliver to Canaccord Genuity (on behalf of the Underwriters): (i) one or more certificates in definitive form representing the Offered Securities, in each case registered in the name of "CDS & Co." or in such other name or names as the Underwriters may notify the Corporation in writing not less than 24 hours prior to the Closing Time for deposit into the electronic book based system for clearing, depository and entitlement services operated by CDS, against payment by the Underwriters of the aggregate purchase price for the Offered Securities 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 Corporation, in lawful money of

Canada by wire transfer or, if permitted by applicable Law, by certified cheque or bank draft, payable at par in the City of Toronto, Ontario, together with a receipt signed by Canaccord Genuity (on behalf of the Underwriters) for such definitive certificate(s) and for receipt of the Underwriting Fee and such estimated expenses; and (ii) the Broker Warrant Certificates registered in such name or names as the Underwriters may notify the Corporation in writing not less than 24 hours prior to the Closing Time. Notwithstanding the foregoing, if the Corporation determines to issue any of the Offered Securities as book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS, then as an alternative or in addition to the Corporation delivering one or more definitive certificates representing the Offered Securities, the Underwriters will provide a direction to CDS with respect to the crediting of the Offered Securities to the accounts of participants of CDS as shall be designated by the Underwriters in writing in sufficient time prior to the Closing Date to permit such crediting.

Section 10 Over-Allotment Option.

(a) The Corporation 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 Additional Units. The Over-Allotment will be exercised on the Closing Date. For greater certainty, the Underwriters shall be paid the Underwriting Fee in respect of the sale of any Additional Units purchased pursuant to the exercise of the Over-Allotment Option. Canaccord Genuity, 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 Corporation (the "**Over-Allotment Notice**") specifying the number of Additional Units 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 the Underwriters in their sole discretion), pay to the Corporation the aggregate purchase price for the Additional Units so purchased, less an amount equal to the Underwriting Fee payable in respect of the sale of the Additional Units, by wire transfer, certified cheque or bank draft in Canadian currency against delivery of one or more certificates in definitive form representing the Additional Units purchased, registered in the name of CDS or in such other name as the Underwriters may direct for deposit into the electronic book based system for clearing, depository and entitlement services operated by CDS. Notwithstanding the foregoing, if the Corporation determines to issue any of the Additional Units as book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS, then as an alternative or in addition to the Corporation delivering one or more definitive certificates representing the Additional Units, the Underwriters will provide a direction to CDS with respect to the crediting of the Additional Units to the accounts of participants of CDS as shall be designated by 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 (including, without limitation, the provisions of

Section 11 relating to closing deliveries unless otherwise agreed to by the Underwriters and the Corporation) shall apply mutatis mutandis to the issuance of any Additional Units pursuant to any exercise of the Over -Allotment Option.

(b) In the event that the Corporation 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 Additional Units 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 11 Conditions of Closing.

(1) The Underwriters' obligations under this Agreement to purchase the Offered Securities are subject to the representations and warranties of the Corporation contained in this Agreement being true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) as of the date of this Agreement and as of the Closing Time, as applicable, the performance by the Corporation of its obligations under this Agreement and each of the following conditions:

(a) the Preliminary Prospectus, the Amended and Restated Prospectus and the Final Prospectus having been signed and certified on behalf of the Corporation and filed with the Securities Regulators in accordance with Canadian Securities Laws and a receipt having been obtained therefor by the Corporation from the Principal Regulator, evidencing that a receipt has been issued with respect to the Preliminary Prospectus and the Final Prospectus from each of the Securities Regulators;

(b) receipt of evidence by the Underwriters, in a form acceptable to the Underwriters, acting reasonably, that all actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of the directors and shareholders of the Corporation, having been taken so as to approve the execution and delivery of this Agreement, the Transaction Documents and the Offering Documents, as applicable, and the distribution of the Offered Securities without restriction;

(c) the Corporation delivering to the Underwriters, at the Closing Time, a certificate dated the Closing Date, addressed to the Underwriters and signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, in a form satisfactory to Canaccord Genuity, acting reasonably, certifying for and on behalf of the Corporation and without personal liability, after having made due enquiries and after having carefully examined the Final Prospectus and any Supplementary Material, that:

(i) the Corporation has complied in all material respects (except where already qualified by materiality, in which case the Corporation has complied in all respects) with all the covenants and satisfied in all material respects (except where already qualified by materiality, in which case the Corporation has satisfied in all respects) all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;

(ii) the representations and warranties of the Corporation contained in this Agreement and any certificate of the Corporation delivered hereunder are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) as at the Closing Time with the same force and effect as if made on and as at the Closing Time after giving effect to the transactions contemplated by this Agreement;

(iii) receipts have been issued by the Securities Regulators in the Qualifying Provinces for the Final Prospectus and no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Shares or any other securities of the Corporation has been issued by any Governmental Authority and is continuing in effect and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any Securities Laws or by any Governmental Authority;

(iv) since the respective dates as of which information is given in the Final Prospectus (A) there has been no material change affecting the Corporation on a consolidated basis, and (B) no transaction has been entered into by the Corporation other than in the ordinary course of business, which is material to the Corporation on a consolidated basis, other than to be disclosed in the Final Prospectus or any Supplementary Material, as the case may be; and

(v) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact or a new material fact) contained in the Final Prospectus which material fact or change is of such a nature as to render any statement in the Final Prospectus misleading or untrue in any material respect or which would result in a misrepresentation in the Final Prospectus;

(d) the Underwriters receiving, at the Closing Time, a legal opinion dated the Closing Date to be addressed to the Underwriters, in form and substance acceptable to the Underwriters acting reasonably, of Cassels Brock & Blackwell LLP, counsel to the Corporation (who may rely, to the extent appropriate in the circumstances, on the opinions of local counsel acceptable to the Underwriters and may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of officers, public and exchange officials or of the auditors or transfer agent of the Corporation), with respect to the following matters:

(i) that the Corporation is a reporting issuer under Canadian Securities Laws in British Columbia, Alberta and Ontario and is not on the list of defaulting issuers maintained under such legislation;

(ii) that the Corporation is a company incorporated under the provincial Laws of Alberta and has the corporate power and capacity to own or lease its properties and assets, carry on its business as it is currently conducted, and to execute, deliver and perform its obligations under this Agreement and the Transaction Documents;

(iii) that the authorized share capital of the Corporation conforms to the description set out in Section 8(1)(n) of this Agreement;

(iv) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Preliminary Prospectus, the Amended and Restated Prospectus and the Final Prospectus and the filing thereof under Canadian Securities Laws in each of the Qualifying Provinces;

(v) that all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement and the Transaction Documents, and the performance of the Corporation's obligations hereunder and thereunder, and this Agreement and the Transaction Documents have each been duly authorized, executed and delivered by the Corporation, and each constitutes a legal, valid and binding agreement of the Corporation, enforceable against the Corporation in accordance with the terms thereof, subject to customary limitations on enforceability;

(vi) the execution and delivery of this Agreement and the Transaction Documents and the performance of the Corporation's obligations hereunder and thereunder do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with: (A) any of the terms, conditions or provisions of the articles or by-laws of the Corporation, or any resolution of any of the directors (or committees of directors) or shareholders; or (B) any laws having force in the Province of Alberta or the applicable federal laws of Canada;

(vii) that all necessary corporate action has been taken by the Corporation to authorize the issuance of the Offered Securities;

(viii) that upon the payment of the Offering Price therefor, the Offered Securities will be validly created and issued by the Corporation;

(ix) that the Warrant Shares and Conversion Shares have been authorized and allotted for issuance and, upon the due exercise of the Warrants and upon

due conversion of the Debentures in accordance with the terms thereof, the Warrant Shares and Conversion Shares, respectively, will be validly issued as fully paid and non-assessable Shares;

(x) that all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits and consents of the appropriate regulatory authority in each of the Qualifying Provinces have been obtained by the Corporation to qualify the distribution to the public of the Offered Securities in each of the Qualifying Provinces through persons who are registered under applicable Canadian Securities Laws and who have complied with the relevant provisions of applicable Canadian Securities Laws;

(xi) that the statements set forth in the Final Prospectus under the caption "Eligibility for Investment" and "Certain Canadian Federal Income Tax Considerations" in the Final Prospectus are accurate, subject to the limitations and qualifications set out therein;

(xii) that the attributes of Offered Securities are consistent in all material respects with the description thereof in the Final Prospectus; and

(xiii) that the Transfer Agent, at its principal office in the City of Calgary, has been duly appointed as the transfer agent and registrar for the Shares, that the Warrant Agent, at its principal office in the City of Calgary, has been duly appointed as the warrant agent in respect of the Warrants, and that the Debenture Trustee, at its principal office in the City of Calgary, has been duly appointed as trustee in respect of the Debentures;

(e) the Underwriters receiving, at the Closing Time, a legal opinion dated the Closing Date, addressed to the Underwriters, in form and substance acceptable to the Underwriters, from counsel to each material Canadian Subsidiary with respect to the following matters: (i) the incorporation and subsistence of the Subsidiary; (ii) the corporate power, capacity and authority of the Subsidiary to carry on its business as presently carried on and to own, lease and operate its properties and assets; (iii) the authorized and issued capital of the Subsidiary; and (iv) the ownership of the issued and outstanding securities of the Subsidiary;

(f) the Underwriters receiving at the Closing Time a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and President of the Corporation (or such other officer as the Underwriters may agree to), in a form satisfactory to Canaccord Genuity, acting reasonably, certifying for and on behalf of the Corporation and without personal liability, with respect to:

(i) the constating documents and articles of the Corporation;

(ii) the resolutions of the board of directors of the Corporation relevant to the issue and sale of the Offered Securities and the authorization of the other agreements and transactions contemplated herein; and

(iii) the incumbency and signatures of signing officers of the Corporation;

(g) the Shares are listed and posted for trading on the CSE, subject only to the standard listing conditions of the CSE;

(h) the Underwriters shall have received a certificate of status (or the equivalent) with respect to the jurisdiction in which the Corporation and each Subsidiary is incorporated, amalgamated or continued, as the case may be;

(i) the Underwriters shall have received certificates and/or evidence of the electronic deposit of the Offered Securities, in form and substance satisfactory to the Underwriters, acting reasonably;

(j) the Underwriters shall have received a certificate from the Transfer Agent as to the number of Shares issued and outstanding as at the end of the Business Day prior to the Closing Date;

(k) all consents, approval, permits, authorizations or filings as may be required under Canadian Securities Laws necessary for the Offering and the transactions contemplated by this Agreement, shall have been obtained or made, as applicable;

(l) the representations and warranties of the Corporation contained herein being true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby;

(m) the Corporation having complied with all covenants contained herein and satisfied all terms and conditions contained herein to be complied with and satisfied by it at or prior to the Closing Time;

(n) the Underwriters receiving at the Closing Time on the Closing Date comfort letters dated the Closing Date from the auditors of the Corporation, in form and substance satisfactory to the Underwriters, bringing forward to a date not more than two Business Days prior to the Closing Date, the information contained in the comfort letter referred to in subsection 5(a)(iii) hereof; and

(o) prior to the Closing Time, the Corporation shall use its best efforts to cause each of its senior officers and directors, and certain of its shareholders, and each such officer's, director's and shareholder's associates and affiliates, to enter into an undertaking in favour of the Underwriters pursuant to which such person shall agree not to, directly or indirectly, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do any of the foregoing in any manner whatsoever, any Shares or securities convertible into, exchangeable for, or otherwise exercisable to acquire Shares or other equity securities of the Corporation for a period of 90 days after the Closing Date (the

"**Lock-Up Period**"), without the prior written consent of Canaccord Genuity (such consent not to be unreasonably withheld or delayed) except, as applicable in the case of the Corporation or the applicable person, in conjunction with: (i) the grant or exercise of stock options, restricted share units and other similar issuances pursuant to an equity incentive plan of the Corporation or other share compensation arrangement; (ii) the exercise of outstanding warrants, Preferred Shares or convertible debentures; (iii) obligations of the Corporation in respect of existing agreements; or (iv) the issuance of securities by the Corporation in connection with previously announced acquisitions or acquisitions in the normal course of business;

Section 12 Termination for Breach of Conditions.

The Corporation agrees that all terms and conditions set out in this Agreement shall be construed as conditions and any breach or failure by the Corporation to comply with any such conditions in favour of the Underwriters in any material respect shall entitle the Underwriters (or any of them) to terminate their obligation to purchase the Offered Securities, by written notice to that effect given to the Corporation prior to the Closing Time. The Corporation shall use commercially reasonable efforts to cause all conditions in this Agreement to be satisfied. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such conditions without prejudice to the rights of the Underwriters in respect of any such conditions or any other or subsequent breach or noncompliance, provided that to be binding on an Underwriter any such waiver or extension must be in writing and signed by such Underwriter.

Section 13 Termination Events.

(1) In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act or non-compliance with the terms of this Agreement, any Underwriter shall be entitled, at its option, to terminate and cancel, without any liability on such Underwriter's part, all of its obligations under this Agreement to purchase the Offered Securities, by giving written notice to the Corporation at any time at or prior to the Closing Time in any of the following circumstances:

(a) Restrictions on Distribution. Any inquiry, action, suit, investigation or other proceeding (whether formal or informal), including matters of regulatory transgression or unlawful conduct, is commenced, announced or threatened or any order is made or issued under or pursuant to any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including without limitation the CSE or any securities regulatory authority) (other than an inquiry, investigation, proceeding or order based upon the activities of the Underwriters), or there is any enactment or change in any law, rule or regulation, or the interpretation or administration thereof, which, in the reasonable opinion of the Underwriters (or any one of them), could operate to prevent, restrict or otherwise seriously adversely affect the distribution or trading of the Offered Securities or any other securities of the Corporation or the market price or value of the Shares;

(b) Material Change. There shall occur or come into effect any material change in the business, affairs, financial condition, prospects, capital or control of the Corporation and its subsidiaries, taken as a whole, or any change in any material fact or a new material fact, or there should be discovered any previously undisclosed fact which, in each case, in the reasonable opinion of the Underwriters (or any one of them), has or could reasonably be expected to have a significant adverse effect on the market price or value or marketability of the Offered Securities;

(c) Disaster Out. There should develop, occur or come into effect or existence any event, action, state, or condition or any action, law or regulation, inquiry, including, without limitation, terrorism, accident or major financial, political or economic occurrence of national or international consequence, or any action, government, law, regulation, inquiry or other occurrence of any nature, which, in the reasonable opinion of the Underwriters (or any one of them), seriously adversely affects or involves, or may seriously adversely affect or involve, the financial markets in Canada or the U.S. or the business, operations or affairs of the Corporation or the marketability of the Offered Securities;

(d) Adverse Order. An order shall have been made or threatened to cease or suspend trading in the Offered Securities, or to otherwise prohibit or restrict in any manner the distribution of trading of the Offered Securities, or proceedings are announced or commenced for the making of any such order by any securities regulatory authority or similar regulatory or judicial authority or the CSE, which order has not been rescinded, revoked or withdrawn;

(e) Breach. The Corporation is in breach of any term, condition or covenant of this Agreement that may not be reasonably expected to be remedied prior to Closing Time or any representation or warranty given by the Corporation becomes or is false; or

(f) Final Receipt. A receipt for the Final Prospectus has not been issued by the Principal Regulator by 5:00 p.m. (Toronto time), on June 15, 2018, or such other date as may be agreed to between the Corporation and Canaccord Genuity, acting reasonably.

The Underwriters shall provide prompt written notice to the Corporation upon the occurrence of any of the events referred to in this Section 13.

Section 14 Exercise of Termination Rights.

If this Agreement is terminated by any of the Underwriters pursuant to Section 13, there shall be no further liability on the part of such Underwriter or of the Corporation to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Sections 16, 17 and 18. The right of the Underwriters (or any of them) to terminate their obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

Section 15 Survival of Representations and Warranties.

Except as expressly set out herein, all warranties, representations, covenants and agreements of the Corporation and the Underwriters herein contained or contained in documents submitted or required to be submitted pursuant to this Agreement shall survive the purchase by the Underwriters of the Offered Securities and shall continue in full force and effect for the benefit of the Underwriters or the Corporation, as the case may be, regardless of the Closing of the sale of the Offered Securities, any subsequent disposition of the Offered Securities by the Underwriters or the termination of the Underwriters' obligations under this Agreement for a period ending on the date that is two years following the Closing Date 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 Offering Documents or the distribution of the Offered Securities or otherwise, and the Corporation agrees that the Underwriters shall not be presumed to know of the existence of a claim against the Corporation under this Agreement or any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Securities as a result of any investigation made by or on behalf of the Underwriters in accordance with the preparation of the Offering Documents or the distribution of the Offered Securities or otherwise. Notwithstanding the foregoing, the provisions contained in this Agreement in any way related to indemnification or contribution obligations shall survive and continue in full force and effect, indefinitely.

Section 16 Indemnification.

(a) The Corporation agrees to indemnify and hold harmless each of the Underwriters and Selling Firms (if any) and their respective affiliates and subsidiaries and the respective directors, officers, partners, agents, employees and shareholders and each other person, if any, controlling any of the Underwriters or their respective subsidiaries or affiliates (each an "Indemnified Party" and collectively, the "**Indemnified Parties**") from and against any and all losses, expenses, claims (including shareholder actions, derivative or otherwise), actions, damages and liabilities, joint or several, including without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel that may be incurred (collectively, the "**Losses**") that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any action, suit, proceeding, investigation or claim that may be made or threatened by any person or in enforcing this indemnity (collectively the "**Claims**") insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, from or in consequence of the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder or otherwise in connection with the Offering, whether performed before or after the date hereof, or otherwise in connection with the matters referred to in this Agreement, including, without limitation:

(i) any breach of or default under any representation, warranty, covenant or agreement of the Corporation in this Agreement or the failure of the Corporation to comply with any of its obligations hereunder;

(ii) any information or statement (except any information or statement relating solely to an Indemnified Party and provided in writing by the Indemnified Party for inclusion in such document) contained in any of the Offering Documents or any other document or material filed or delivered by or on behalf of the Corporation pursuant to this Agreement being or being alleged to be a misrepresentation or untrue or any omission or alleged omission to state in those documents any material fact required to be stated in those documents or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;

(iii) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, securities regulatory authority, stock exchange or by any other competent authority, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to an Indemnified Party provided in writing by the Indemnified Party) contained in any of the Offering Documents or any other document or material filed or delivered by or on behalf of the Corporation pursuant to this Agreement, preventing or restricting the trading in or the sale or distribution of the Shares;

(iv) the Corporation not complying with any requirement of the Canadian Securities Laws or United States Securities Laws, including the Corporation's non-compliance with any statutory requirement to make any document available for inspection; or

(v) any failure or alleged failure to make timely disclosure of a material change by the Corporation, where such failure or alleged failure occurs during the Offering or during the period of distribution or where such failure relates to the Offering or the Units and may give or gives rise to any liability under any Law in any jurisdiction which is in force on the date of this Agreement.

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

Party. For greater certainty, the Corporation and the Underwriters agree that they do not intend that any failure by the Underwriters to conduct such reasonable investigation as necessary to provide the Underwriters with reasonable grounds for believing that the Offering Documents contained no misrepresentation shall constitute "negligence", "intentional fault" or willful misconduct" for the purposes of this Section 16 or otherwise disentitle the Underwriters from indemnification hereunder.

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

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

(e) The Corporation also agrees to reimburse the Indemnified Parties for the time spent by its personnel in connection with any Claim at their normal per diem rates. Each Indemnified Party may retain separate legal counsel to act on such Indemnified Party's behalf to separately represent it in the defense of a Claim, which shall be at the Corporation's expense if (i) the Corporation does not promptly assume the defense of the Claim no later than 14 days after receiving actual notice of the Claim (as set forth above), (ii) the Corporation agrees to separate representation, or (iii) the Indemnified Party is advised by counsel that there is an actual or potential conflict in the Corporation's and the Indemnified Party's respective interests or additional defenses are available to the Indemnified Party, which makes representation by the same counsel inappropriate.

(f) The Corporation agrees that in case any legal proceeding shall be brought against the Corporation and/or the Underwriters by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Corporation and/or the Indemnified Parties shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Underwriters, the Indemnified Parties shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Underwriters for time spent by the Indemnified Parties in connection therewith) and out-of-pocket expenses incurred by Indemnified Parties in connection therewith shall be paid by the Corporation as they occur.

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

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

(i) The indemnity and the contribution obligations of the Corporation pursuant to Section 17 shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the personnel of the Underwriters and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation and any of the Indemnified Parties. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement.

Section 17 Contribution.

(a) In the event that the indemnity of the Corporation provided for in Section 16 hereof is declared by a court of competent jurisdiction to be illegal or unenforceable as being contrary to public policy or is unavailable for any other reason, the Underwriters and the Corporation shall severally, and not jointly, contribute to the aggregate of all Claims and all Losses of the nature contemplated in Section 16 hereof and suffered or incurred by the Indemnified Parties in proportions as is appropriate to reflect: (i) the relative benefits received by the Underwriters, on the one hand (being the Underwriting Fee), and the relative benefits received by the Corporation, as applicable, on the other hand (being the gross proceeds derived from the sale of the Units less the Underwriting Fee), (ii) the relative fault of the Corporation, on the one hand and the Underwriters on the other hand, and (iii) relevant equitable consideration; provided that the Corporation shall in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any excess of such amount over the amount paid or payable to the Underwriters or any other

Indemnified Party under this Agreement. For greater certainty and notwithstanding anything to the contrary contained herein, the Underwriters shall not in any event be liable to contribute, in the aggregate, any amount in excess of the Underwriting Fee or any portion thereof actually received. However, no party who has been determined by a court of competent jurisdiction in a final judgment to have engaged in any fraud, dishonesty, willful misconduct or negligence shall be entitled to claim contribution from any person who has not been so determined to have engaged in such fraud, dishonesty, willful misconduct or negligence.

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

Section 18 Expenses.

The Corporation shall pay all expenses and fees in connection with the Offering contemplated by this Agreement, including, without limitation, all expenses of or incidental to the creation, issue, sale or distribution of the Offered Securities and all expenses of or incidental to all other matters in connection with the transactions set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the qualification of the Offered Securities for distribution, the fees and expenses of the Corporation's counsel and of local counsel to the Corporation, the reasonable expenses of the Corporation's Auditors and the transfer agent for the Shares, all costs incurred in connection with the preparation and printing, filing and distribution of the Offering Documents and any stock exchange approvals and other regulatory approvals, all reasonable fees, disbursements, out-of-pocket and travel expenses incurred by the Underwriters in connection with due diligence and marketing activities and the fees of the Underwriters' legal counsel (such fees not to exceed $225,000 plus HST and disbursements) and all taxes payable in respect of any of the foregoing, whether or not the Offering is completed. Upon provision of supporting documentation, the Underwriters' expenses may be deducted by the Underwriters from the gross proceeds of the Offering payable to the Corporation immediately prior to those proceeds being distributed to the Corporation and such Underwriters' expenses will be payable by the Corporation to Canaccord Genuity, on behalf of the Underwriters, at the Closing Time in accordance with Section 9 or if the Offering is not completed upon receipt of an invoice from the Underwriters in respect thereof.

Section 19 Underwriters' Obligations.

The Underwriters' obligations under this Agreement shall be several and not joint, and the Underwriters' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Canaccord Genuity Corp.	-	70%
Beacon Securities Limited	-	30%

In the event that one of the Underwriters shall terminate this Agreement or fail to purchase its applicable percentage of the aggregate amount of the Offered Securities (the "**Defaulted Securities**") at the Closing Time, the non-defaulting Underwriter 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 Corporation 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 Underwriter shall have the right to postpone the Closing for a period not exceeding three days in order to determine to proceed. In the event that such right to purchase is not exercised, the non-defaulting Underwriter shall be relieved of all obligations to the Corporation. Nothing herein shall oblige the Corporation to sell less than all of the Offered Securities.

Section 20 Underwriters' Authority.

The Corporation 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 Canaccord Genuity who shall represent the Underwriters and have authority to bind the Underwriters hereunder, other than with respect to any of the matters contemplated by Sections 12, 13, 14, 16 and 18 hereof. In all cases, Canaccord Genuity shall use its best efforts to consult with the other Underwriters prior to taking any action contemplated herein.

Section 21 Notices.

(1) Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) if to the Corporation, to:

Vogogo Inc.
P.O. Box 34023
Westbrook PO
Calgary, Alberta
T3C 3W2
email: jkf@vogogo.com
Attention: John Kennedy FitzGerald

with a copy to (but not as notice to):

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
email : ghogan@casselsbrock.com
Attention : Greg Hogan

(b) if to the Underwriters, to: Canaccord Genuity Corp.

Brookfield Place,
161 Bay Street, Suite 3100
Toronto, ON M5J 2S1
email: mkogan@canaccordgenuity.com
Attention: Michael Kogan

Beacon Securities Limited
66 Wellington Street West, Suite 4050
Toronto, ON M5K 1H1
email: echang@beaconsecurities.ca
Attention: Ezra Chang

with a copy (but not as notice) to:

Stikeman Elliott LLP
5300 Commerce Court West, 199 Bay Street
Toronto, ON M5L 1B9
email: dweinberger@stikeman.com
Attention: David Weinberger

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

(2) Each notice shall be personally delivered to the addressee or sent by electronic transmission to the addressee and: (i) a notice which is personally delivered shall, if delivered 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 (ii) a notice 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 22 Time of the Essence.

Time shall, in all respects, be of the essence hereof.

Section 23 Headings.

The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

Section 24 Singular and Plural, etc.

Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neutral genders.

Section 25 Entire Agreement.

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Engagement Letters. This Agreement may be amended or modified in any respect by written instrument only.

Section 26 Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

Section 27 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. In the event of any dispute regarding the Agreement, the parties hereto submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Section 28 Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Underwriters and their respective successors and permitted assigns; provided, however, that, except as provided herein, this Agreement will not be assignable by any Underwriter without the prior written consent of the Corporation.

Section 29 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 30 Obligations of the Underwriters.

In performing their respective obligations under this Agreement, the Underwriters shall be acting severally and not jointly and severally. Nothing in this Agreement is intended to

create any relationship in the nature of a partnership, or joint venture between the Underwriters.

Section 31 Market Stabilization.

In connection with the distribution of the Offered Securities, the Underwriters may effect transactions which stabilize or maintain the market price of the Shares at levels other than those which might otherwise prevail in the open market, but in each case as permitted by applicable Securities Laws of the Qualifying Provinces. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

Section 32 No Fiduciary Duty.

The Corporation hereby acknowledges that: (a) the purchase and sale of the Offered Securities pursuant to this Agreement is an arm's-length commercial transaction between the Corporation, on the one hand, and the Underwriters and any affiliate through which they may be acting, on the other; (b) the Underwriters are acting as principals and not as fiduciaries of the Corporation; and (c) the engagement of the Underwriters by the Corporation in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgment in connection with the Offering (irrespective of whether any of the Underwriters has advised or are currently advising the Corporation on related or other matters). The Corporation agrees that it will not claim that the Underwriters owe an agency, fiduciary or similar duty to the Corporation in connection with such transaction or the process leading thereto.

Section 33 Activities of Underwriters.

The Corporation acknowledges that that the Underwriters and their affiliates carry on a range of businesses, and do or may, among other activities: (i) act as an investment fund manager and a trader of, and dealer in, securities both as principal and on behalf of its clients (including managed accounts and investment funds) and, as such, may have had, and may in the future have, long or short positions in the securities of the Corporation or related entities and, from time to time, may have executed or may execute transactions on behalf of such persons; (ii) may provide research or investment advice or portfolio management services to clients on investment matters, including the Corporation; (iii) may participate in securities transactions on a proprietary basis, including transactions in the Offering or other securities of the Corporation or related entities. The Corporation acknowledges that nothing herein shall restrict their ability to conduct business in the ordinary course and in compliance with applicable Laws, and agrees that the Underwriters and their affiliates may hold such positions and effect such transactions without regard to the Corporation's interest under this Agreement.

Section 34 Effective Date.

This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

Section 35 Counterparts and Electronic Copies.

This Agreement may be executed in any number of counterparts and by email or facsimile, which taken together shall form one and the same agreement.

Section 36 English Language.

The parties have expressly required this Agreement and all other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties ont expressément demandé que la présente convention ainsi que tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

[Remainder of Page Intentionally Left Blank]

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Underwriters.

Yours very truly,

CANACCORD GENUITY CORP.

Per: *(Signed) Michael Kogan*

Name: Michael Kogan

Title: Managing Director, Investment Banking

BEACON SECURITIES LIMITED

Per: *(Signed) Ezra Chang*

Name: Ezra Chang

Title: Managing Director, Investment Banking

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the 14th day of June, 2018.

VOGOGO INC.

Per: *(Signed) John Kennedy FitzGerald*

Name: John Kennedy FitzGerald

Title: President and Chief Executive Officer

SCHEDULE "A"
UNITED STATES OFFERS AND SALES

This is Schedule "A" to the Underwriting Agreement dated as of _____, 2018 between Vogogo Inc. and the Underwriters referenced therein.

As used in this Schedule "A" and related appendices, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Underwriting Agreement to which this Schedule "A" is annexed and the following terms shall have the meanings indicated:

"Accredited Investor" means an "accredited investor" as that term is defined in Rule 501(a) of Regulation D;

"affiliate" means an "affiliate" within the meaning of Rule 405 under the U.S. Securities Act.

"Directed Selling Efforts" means "directed selling efforts" as that term is defined in Rule 902 of Regulation S;

"Foreign Issuer" means a "foreign issuer" as that term is defined in Rule 902 of Regulation S;

"General Solicitation" and **"General Advertising"** mean "general solicitation" and "general advertising", respectively, as those terms are used under Rule 502(c) of Regulation D promulgated under the U.S. Securities Act;

"Preliminary U.S. Placement Memorandum" means the preliminary U.S. private placement memorandum and any amendments thereto, including the Preliminary Prospectus, prepared for use in connection with the offering of the Offered Securities in the United States;

"Qualified Institutional Buyer" means a "qualified institutional buyer" as that term is defined in Rule 144A;

"Regulation D" means Regulation D adopted by the SEC under the U.S. Securities Act;

"Regulation S" means Regulation S adopted by the SEC under the U.S. Securities Act;

"Rule 144A" means Rule 144A under the U.S. Securities Act;

"Section 4(a)(2)" means Section 4(a)(2) of the U.S. Securities Act;

"Substantial U.S. Market Interest" means "substantial U.S. market interest" as that term is defined in Rule 902 of Regulation S;

"U.S. Exchange Act" means the *United States Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder;

"**U.S. Purchaser**" means a purchaser of the Offered Securities that is in the United States or that was offered the Offered Securities in the United States; **"U.S. Securities Act"** means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder; and

"U.S. Placement Memorandum" means the U.S. private placement memorandum and any amendments thereto, including the Prospectus., prepared for use in connection with the offering of the Offered Securities in the United States.

Representations, Warranties and Covenants of the Underwriters

Each of the Underwriters (on its own behalf and on behalf of its U.S. Affiliate) acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or applicable state Securities Laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state Securities Laws. Accordingly, each Underwriter (on its own behalf and on behalf of its U.S. Affiliate) severally and not jointly represents, warrants, covenants and agrees to and with the Corporation with respect to their distribution of Offered Securities in the United States that:

1. Neither the Underwriter nor its U.S. Affiliate has offered or sold nor will any of them offer or sell any Offered Securities except (a) in an "offshore transaction", as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S or (b) in the United States as provided in this Schedule "A". Accordingly, none of the Underwriters, the U.S. Affiliates or any of their respective affiliates or any persons acting on their behalf (including any Selling Firms) has engaged or will engage in any Directed Selling Efforts in the United States with respect to the Offered Securities.

2. Neither the Underwriter nor its U.S. Affiliate has entered nor will any of them enter into any contractual arrangement with respect to the offer, sale or any distribution of the Offered Securities, except with the prior written consent of the Corporation.

3. All offers and sales of Offered Securities in the United States have been and will be made through an Underwriter's U.S. Affiliate which in each case is and at all relevant times was and will be a broker-dealer registered pursuant to Section 15(b) of the U.S. Securities Exchange Act of 1934, as amended, and in good standing with the Financial Industry Regulatory Authority Inc., and otherwise in compliance with all applicable U.S. broker-dealer requirements (including those of self-regulatory authorities) and Securities Laws, and all such offers and sales of Offered Securities have been and will be made only in states of the United States where such U.S. Affiliate is registered or otherwise exempt from registration.

4. In connection with offers and sales of Offered Securities in the United States, no form of General Solicitation or General Advertising has been or will be used. Neither the Underwriter, its U.S. Affiliate, their respective affiliates nor any persons acting on their behalf (including any Selling Firms) have engaged or will engage in any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with the offer or sale of the Offered Securities in the United States.

5. Any offer or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States was or will be made only to Qualified Institutional Buyers with whom, in each case, such Underwriter, its U.S. Affiliate or the Corporation has a

pre-existing relationship prior to such offer or solicitation and a reasonable basis for believing to be a Qualified Institutional Buyer.

6. The Underwriter, through its U.S. Affiliate, shall inform all purchasers of the Offered Securities in the United States and all purchasers of Offered Securities that were offered Offered Securities in the United States that the Offered Securities have not been and will not be registered under the U.S. Securities Act and the Offered Securities are being offered and sold to such persons in reliance on Rule 144A and similar exemptions under applicable state Securities Laws.

7. Each offeree in the United States has been or will be provided with a copy of one or both of the Preliminary U.S. Placement Memorandum or the U.S. Placement Memorandum, and no other written material has been or will be used in connection with the offer or sale of the Offered Securities in the United States. Each person in the United States purchasing Offered Securities and each purchaser of Offered Securities who was offered Offered Securities in the United States will be, prior to the sale of Offered Securities to such persons, required to execute a Qualified Institutional Buyer Letter in the form of Exhibit "A" attached to the U.S. Placement Memorandum. Prior to any offer or sale of Offered Securities to each offeree in the United States, such Underwriter and its U.S. Affiliate each had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer, and at the Closing shall continue to have reasonable grounds to believe and shall continue to believe that each person in the United States purchasing Offered Securities and each purchaser of Offered Securities who was offered Offered Securities in the United States is a Qualified Institutional Buyer.

8. All offers and sales of Offered Securities made outside the United States by the Underwriter, its U.S. Affiliate, their respective affiliates or any persons acting on their behalf (including any Selling Firms) have been and will be made in "offshore transactions" within the meaning of Regulation S.

9. If the Underwriters authorize any Selling Firm to offer and sell Offered Securities in the United States through a U.S. Affiliate, the Underwriters will cause each such Selling Firm to acknowledge in writing, for the benefit of the Corporation, its agreement to be bound by the provisions of this Schedule "A" in connection with all offers and sales of the Offered Securities in the United States. Each Underwriter will cause its U.S. Affiliate to comply, and will use its best efforts to ensure compliance by the Selling Firms, with the provisions of this Schedule "A" as though such parties are directly party hereto.

10. Offers to sell and solicitations of offers to buy the Offered Securities in the United States have been and will be made pursuant to and in accordance with exemptions from the registration or qualification requirements of all applicable state ("Blue Sky") Securities Laws.

11. It acknowledges that until 40 days after the closing of the offering of the Offered Securities, an offer or sale of the Offered Securities within the United States by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in

accordance with an exemption from the registration requirement of the U.S. Securities Act.

12. At least one Business Day prior to the Closing, the Underwriter and its U.S. Affiliate will provide the Corporation (a) a list of all purchasers of the Offered Securities in the United States and all purchasers of Offered Securities who were offered Offered Securities in the United States and (b) all executed Purchaser Letters in the form attached as Schedule "A" to the U.S. Placement Memorandum.

13. At the Closing, the Underwriter and its U.S. Affiliate will provide a certificate, substantially in the form of Schedule "B" attached hereto, relating to the manner of the offer of the Offered Securities in the United States, or such persons will be deemed to have represented to the Corporation that they did not offer or sell any Offered Securities in the United States.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants, covenants to the Underwriters and the U.S. Affiliates that:

1. The Corporation is, and as of the Closing Time will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Securities.

2. All offers and sales by the Corporation of Offered Securities in the U.S. Private Placement shall be made directly to Accredited Investors pursuant to the exemption from registration under the U.S. Securities Act provided by Section 4(a)(2) thereof.

3. Prior to the completion of any sale of the Offered Securities by the Corporation to an Accredited Investor in the U.S. Private Placement, each offeree in the United States has been or will be provided with a copy of one or both of the Preliminary U.S. Placement Memorandum or the U.S. Placement Memorandum, and each such person will be required to execute an Accredited Investor Letter in the form of Exhibit "B" attached to the U.S. Placement Memorandum.

4. Other than offers of Offered Securities made through the U.S. Affiliate of an Underwriter and sales of Offered Securities in the U.S. Private Placement made pursuant to and in accordance with Section 4(a)(2) of the U.S. Securities Act, the Corporation has not made and will not make any offer or sale of Offered Securities in the United States.

5. All offers and sales of Offered Securities made outside the United States by the Corporation, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made), have been and will be made in "offshore transactions" within the meaning of Regulation S. None of the Corporation, its affiliates, or any person acting on its or their behalf (other than the Underwriters, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting

on their behalf, as to which no representation, warranty, covenant or agreement is made), has made or will make any Directed Selling Efforts in the United States with respect to the Offered Securities.

6. During the period beginning six months before the commencement of the offering of the Offered Securities and ending at the Closing Time, the Corporation has not offered or sold or solicited any offer to buy, and will not offer or sell or solicit an offer to buy, any securities of the Corporation in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemptions from the registration requirements of the U.S. Securities Act afforded by Section 4(a)(2) or Rule 144A, or the exclusion from such registration requirements afforded by Rule 903 of Regulation S, to be unavailable for offers and sales of the Offered Securities pursuant to the Underwriting Agreement to which this Schedule "A" is annexed.

7. None of the Corporation, its affiliates, or any person acting on its or their behalf, has taken or will take any action that would cause the exemptions from the registration requirements of the U.S. Securities Act afforded by Section 4(a)(2) or Rule 144A, or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable for offers and sales of the Offered Securities pursuant to the Underwriting Agreement to which this Schedule "A" is annexed.

8. None of the Corporation, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2).

9. For so long as any of the Offered Securities are outstanding and "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and not eligible for resale pursuant to Rule 144(b)(1) under the U.S. Securities Act, at any time when the Corporation is neither subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act, nor exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Corporation will provide holders and prospective purchasers of Offered Securities designated by such holders, upon request, with the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act, for so long as the provision of such information is required to permit resales of the Offered Securities pursuant to Rule 144A.

10. The Offered Securities are not, and as of the Closing will not be, and no securities of the same class as the Offered Securities are or will be: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in a "U.S. automated inter-dealer quotation system", as such term is used for purposes of Rule 144A; or (iii) convertible or exchangeable into, or exercisable for, securities so listed or quoted at an effective conversion or exercise premium (calculated

as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than ten percent for securities so listed or quoted.

11. The Corporation is not, and following the application of the proceeds of the sale of the Offered Securities in the manner described in the Final Prospectus will not be, registered or required to be registered as an investment company under the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

12. The Corporation will, within the prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or any state Securities Laws in connection with the sale of the Offered Securities.

13. Neither the Corporation, nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, their affiliates, any Selling Firm and any person acting on their behalf, as to which the Corporation makes no representation, warranty, covenant or agreement) has taken or will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities.

SCHEDULE "B"
UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States of Units (the "**Offered Securities**") of Vogogo Inc. (the "**Corporation**"), with one or more persons, each of which is a "qualified institutional buyer" (a "**Qualified Institutional Buyer**") as that term is defined in Rule 144A under the U.S. Securities Act of 1933, as amended, pursuant to an underwriting agreement (the "**Underwriting Agreement**") dated as of June 14, 2018, between the Corporation and Canaccord Genuity Corp. and Beacon Securities Limited (collectively, the "Underwriters" and individually, an "**Underwriter**"), the undersigned hereby certify as follows:

1. **[U.S. affiliate]** (the "**U.S. Affiliate**") is a duly registered broker or dealer pursuant to Section 15(b) of the U.S. Securities Exchange Act of 1934, as amended, and under the Laws of each applicable state of the United States (unless exempted from the respective state's broker-dealer registration requirements), and was and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date hereof and on the date of each offer and sale made by it in the United States, and all offers and sales of Offered Securities in the United States have been effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;

2. all offers of Offered Securities in the United States were made only through the U.S. Affiliate and to Qualified Institutional Buyers and have been effected in accordance with all applicable U.S. broker-dealer requirements and Securities Laws;

3. each purchaser of Offered Securities in the United States or that was offered Offered Securities in the United States was provided with a copy of the U.S. Placement Memorandum, and no other written material was used in connection with the offer or sale of the Offered Securities in the United States;

4. immediately prior to our transmitting the Preliminary U.S. Placement Memorandum or the U.S. Placement Memorandum to offerees in the United States, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer, and, on the date hereof, we continue to believe that each such offeree purchasing Securities is a Qualified Institutional Buyer;

5. we obtained from each U.S. Purchaser an executed Qualified Institutional Buyer Letter in the form of Exhibit "A" to the U.S. Placement Memorandum, and we have delivered copies of the same to the Corporation;

6. no form of General Solicitation or General Advertising was used by us in connection with the offer of the Offered Securities in the United States; and

7. all offers of the Offered Securities in the United States have been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" thereto.

Capitalized terms used but not defined in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule "A" attached thereto).

Dated this _____ day of _____, 2018.

[UNDERWRITER]	**[U.S. AFFILIATE]**
_____	_____
Authorized Signing Officer	Authorized Signing Officer