

## AGENCY OFFERING AGREEMENT

THIS AGREEMENT dated for reference February 28, 2012 is made

BETWEEN

**TITAN GOLDWORX RESOURCES INC.**, 1980-1075 West  
Georgia Street, Vancouver, British Columbia V6E 3N9

(the "Issuer");

AND

**CANACCORD GENUITY CORP.**, Suite 2200 – 609 Granville  
Street, Vancouver, British Columbia V7Y 1H2

(the "Agent").

WHEREAS:

A. The Issuer wishes to raise money for the purposes set forth in its Prospectus, which is to be filed by the Issuer with the Commissions (as defined herein) and the Exchange (as defined herein), by offering for sale certain of its shares;

B. The Issuer wishes to appoint the Agent to distribute those shares and the Agent is willing to accept such appointment on the terms and conditions of this Agreement;

THE PARTIES to this Agreement therefore agree:

### 1. DEFINITIONS

In this Agreement:

- (a) "Agent's Commission" has the meaning given to it in Section 7.1;
- (b) "Agent's Fee" means the fee which is set out in this Agreement and which is payable by the Issuer to the Agent in consideration of the services performed by the Agent under this Agreement;
- (c) "Agent's Shares" means the common shares of the Issuer which will be issued as part of the Agent's Fee;
- (d) "Agent's Warrants" means the share purchase warrants of the Issuer which will be issued as part of the Agent's Fee and which have the terms provided in Section 7 and the certificates representing such share purchase warrants;
- (e) "Agent's Warrant Shares" means any common shares in the capital of the Issuer that may be issued on exercise of the Agent's Warrants;
- (f) "Applicable Legislation" means the securities acts in the Selling Provinces, the regulations and rules made thereunder, all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued by the Commissions and the rules and policies of the Exchange;

- (g) “Approval Date” means the date the Shares commence trading on the Exchange;
- (h) “Certificates” means the certificates representing the Shares, Agent’s Shares, Agent’s Warrants and Corporate Finance Shares;
- (i) “Closing” means the closing of the purchase and sale, and the issuance by the Issuer, of the Shares;
- (j) “Closing Day” means the day which falls 10 business days after the Offering Day or such other day as may be agreed to by the Issuer and the Agent on which the Closing takes place;
- (k) “Commissions” means the securities commissions in the Selling Provinces;
- (l) “Corporate Finance Fee” means the fee the Issuer will pay to the Agent pursuant to Section 7.4 in consideration of corporate finance and structuring services provided by the Agent;
- (m) “Corporate Finance Shares” means the common shares in the capital of the Issuer that the Issuer will issue to the Agent pursuant to Section 7.4 as part of the Corporate Finance Fee;
- (n) “Distribution” means the distribution or sale of the Shares pursuant to this Agreement;
- (o) “Effective Date” means the date on which the Final Receipt is issued;
- (p) “Exchange” means the Canadian National Stock Exchange;
- (q) “Final Receipt” means the receipt issued for the final Prospectus by the Principal Regulator pursuant to National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* (“NP 11-202”), representing a final receipt for the Prospectus in each of the Selling Provinces;
- (r) “Material Change” has the meaning defined in the Applicable Legislation;
- (s) “Material Fact” has the meaning defined in the Applicable Legislation;
- (t) “Misrepresentation” has the meaning defined in the Applicable Legislation;
- (u) “Offering” means the offering of the Shares under the Prospectus;
- (v) “Offering Day” means the day chosen by the Agent to contract the purchases of Shares by the purchasers;
- (w) “Offering Price” means \$0.15 per Share;
- (x) “Preliminary Receipt” means the receipt issued for the preliminary Prospectus by the Principal Regulator pursuant to NP 11-202;
- (y) “Principal Regulator” means the British Columbia Securities Commission;
- (z) “Proceeds” means the gross proceeds of the Offering, less:

- (i) the Agent's Commission;
  - (ii) the cash portion of the Corporate Finance Fee; and
  - (iii) the expenses of the Agent payable by the Issuer pursuant to Section 14 to the extent that such expenses have not been repaid by the Issuer by a deduction from the \$15,000 advance retainer as described in Section 14.3 or otherwise;
- (aa) "Prospectus" means the preliminary prospectus and the final prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to the preliminary prospectus and final prospectus which may be filed with the Regulatory Authorities;
  - (bb) "Regulatory Authorities" means the Commissions and the Exchange;
  - (cc) "Securities" means the Shares, Agent's Shares, Agent's Warrants, Agent's Warrant Shares and Corporate Finance Shares;
  - (dd) "Selling Provinces" means British Columbia, Alberta and Ontario or in such other provinces as may be agreed to by the Issuer and the Agent; and
  - (ee) "Shares" means the common shares in the capital of the Issuer to be offered by the Issuer pursuant to this Agreement having the terms provided in this Agreement.

## **2. APPOINTMENT OF AGENT**

The Issuer appoints the Agent as its exclusive agent and the Agent accepts the appointment and will act as the exclusive agent of the Issuer to offer the Shares for sale under the Prospectus at the Offering Price on a commercially reasonable efforts basis.

## **3. THE SHARES**

The Shares will be issued and registered in the names and amounts reasonably requested by the Agent.

## **4. FILING OF PROSPECTUS**

4.1 The Issuer will cause the Prospectus to be filed with the Regulatory Authorities, deliver all necessary copies of the Prospectus to the Regulatory Authorities and use its best efforts to have the Prospectus accepted by the Regulatory Authorities.

4.2 The Issuer will provide the Agent with as many copies of the Prospectus as the Agent reasonably requests.

4.3 Delivery of the Prospectus and any amendment thereto shall constitute a representation and warranty by the Issuer to the Agent that all information and statements (except information and statements relating solely to the Agent) contained in the Prospectus and any amendment thereto are true and correct in all material respects at the time of delivery thereof and contain no Misrepresentations and constitute full, true and plain disclosure of all Material Facts relating to

the Issuer and the Securities and that no Material Fact or material information has been omitted therefrom (except facts or information relating solely to the Agent) which is required to be stated therein or is necessary to make statements or information contained therein not misleading in light of the circumstances under which they were made. Such delivery shall also constitute the Issuer's consent to the Agent's use of the Prospectus, any amendment thereto and any other documents supplied to the Agent by the Issuer for the purpose of the sale of Shares in compliance herewith and with the Applicable Legislation.

## **5. LISTING APPLICATION AND CONDUCT OF THE OFFERING**

5.1 Prior to the Closing Day, the Issuer will make an application to list the Shares, Agent's Shares, Agent's Warrant Shares and Corporate Finance Shares on the Exchange and conditional approval of such application must be obtained from the Exchange prior to Closing.

5.2 Following the Effective Date and after consulting with the Exchange, the Issuer and the Agent will set the Offering Day.

5.3 Each of the Offering Day and the Closing Day will be on or before the day which is:

- (a) 90 days after the Effective Date; or
- (b) if a receipt is issued for an amendment to the final Prospectus, 90 days after the date of such receipt,

and in any event, no later than 180 days after the Effective Date.

5.4 Immediately after the Offering Day, the Issuer shall take all necessary steps to complete and file with the Exchange its application for listing with all other documentation required by the Exchange, to allow for the listing and posting for trading of the Shares, Agent's Shares, Agent's Warrant Shares and Corporate Finance Shares on the Exchange, which is to occur on such day as agreed to by the Issuer and the Agent, where such day is to occur no earlier than 10 business days after the Offering Day, subject to the planned listing and posting of the common shares of the Company on the Exchange prior to the Closing Day pursuant to Section 13.1 hereof, and no later than 2 business days after the Closing Day unless otherwise agreed to by the Agent.

5.5 The Agent will advise the Issuer and its counsel in writing when the Distribution under the Prospectus is complete.

## **6. OPINIONS AND CERTIFICATES**

6.1 On the date of filing of the final Prospectus, the Issuer will deliver the following documents to the Agent and its counsel in a form acceptable to them:

- (a) a comfort letter from the auditor of the Issuer, dated as of the date of the Prospectus and addressed to the Agent and its counsel, relating to the accuracy of the financial statements forming part of the Prospectus and the accuracy of the financial, numerical and certain other information disclosed in the Prospectus; and

- (b) any other certificate, comfort letter or opinion in connection with any matter related to the Prospectus which are reasonably requested by the Agent or its counsel.

6.2 On the Closing Day, the Issuer will deliver the following documents to the Agent and its counsel in a form acceptable to them:

- (a) evidence of the necessary approval of the Regulatory Authorities for the Offering;
- (b) an opinion of counsel for the Issuer, dated as of the Closing Day and addressed to the Agent and its counsel, relating to any legal matter in connection with the creation, issuance and sale, as applicable, of the Securities for which the Agent may reasonably request an opinion;
- (c) a certificate of the Issuer, dated as of the Closing Day and signed by the chief executive officer and chief financial officer of the Issuer or such other officers approved by the Agent, certifying certain facts relating to the Issuer and its affairs (the "Officers' Certificate"); and
- (d) any other certificates, comfort letters, title opinions or other opinions in connection with any matter related to the Offering which are reasonably requested by the Agent or its counsel.

## **7. AGENT'S FEE**

7.1 In consideration of the services performed by the Agent under this Agreement, the Issuer agrees to:

- (a) pay the Agent a commission of 8% of the Offering Price per Share sold, whether purchased by the Agent for its own account or for its clients or purchased by other members of the Exchange for their own accounts or for their clients, (the "Agent's Commission") , payable in Agent's Shares to be issued to the Agent or to members of its selling group as directed by the Agent, and
- (b) issue Agent's Warrants to the Agent entitling the Agent to purchase that number of Agent's Warrant Shares which is equal to 8% of the total number of Shares sold under the Offering.

7.2 One Agent's Warrant will entitle the holder to purchase one Agent's Warrant Share.

7.3 The right to purchase Agent's Warrant Shares under the Agent's Warrants may be exercised at any time up to the close of business two years from the Closing Day, at a price of \$0.15 per Agent's Warrant Share.

7.4 The Issuer agrees to pay to the Agent a Corporate Finance Fee, comprised of \$30,000 (inclusive of applicable taxes) in cash and 50,000 Corporate Finance Shares, upon Closing.

7.5 The Agent's Warrants will be represented by certificates, and will be non-transferable except as permitted by the Applicable Legislation and any order granted by the Commissions.

7.6 The terms governing the Agent's Warrants will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Agent's Warrant Shares

upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the shares, the payment of stock dividends or the amalgamation of the Issuer.

7.7 The issue of the Agent's Warrants will not restrict or prevent the Issuer from obtaining any other financing, or from issuing additional securities or rights during the period within which the Agent's Warrants are exercisable.

## **8. MINIMUM SUBSCRIPTION**

8.1 The Offering is subject to a minimum subscription of 2,000,000 Shares.

8.2 All funds received by the Agent for subscription will be held in trust by the Agent or placed in trust with the Issuer's registrar and transfer agent until the minimum subscription has been obtained.

8.3 Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the subscribers if the minimum subscription is not obtained by 5:00 p.m. on the Offering Day.

## **9. CLOSING**

9.1 The Closing will take place on the Closing Day.

9.2 On Closing, the Issuer will deliver the Certificates to the Agent against payment of the Proceeds.

9.3 If the Issuer has satisfied all of its obligations under this Agreement, on Closing, the Agent will pay the Proceeds to the Issuer against delivery of the Certificates.

9.4 The obligation of the Agent to pay the Proceeds to the Issuer shall be subject to the following conditions precedent:

- (a) the Agent shall have completed its due diligence on the Issuer to its reasonable satisfaction;
- (b) the Issuer shall have performed or complied with each covenant and obligation herein provided on its part to be performed or complied with;
- (c) each of the representations and warranties of the Issuer herein shall continue to be true, and the Officer's Certificate shall contain certification to that effect; and
- (d) the Issuer shall have, to the satisfaction of the Agent's counsel, taken or caused to be taken all steps and proceedings which may be requisite under the Applicable Legislation to qualify the Distribution in the Selling Provinces through registrants who have complied with the provisions of the Applicable Legislation, including the filing and the obtaining of the Preliminary Receipt and the Final Receipt.

## **10. COVENANTS AND OBLIGATIONS OF THE ISSUER**

10.1 The Issuer covenants and agrees that it has complied with and will abide by and comply with all Applicable Legislation and will complete all filings required of the Issuer under the

Applicable Legislation and by the Exchange in connection with the Offering, the Prospectus and the listing of the Securities.

10.2 If, after the Prospectus is filed with the Regulatory Authorities but before the conclusion of the Distribution, a Material Change or change in a Material Fact occurs in the affairs of the Issuer, the Issuer will:

- (a) notify the Agent immediately, in writing, with full particulars of the change;
- (b) file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the change occurs, an amendment to the Prospectus in a form acceptable to the Agent disclosing the Material Change; and
- (c) provide as many copies of that amendment to the Agent as the Agent may reasonably request.

10.3 The Issuer shall in good faith discuss with the Agent any fact or change in circumstances (actual and anticipated, contemplated or threatened, whether financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice in writing need be given to the Agent pursuant to the previous Subsection.

## **11. TERMINATION**

11.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Issuer at any time before the Closing if:

- (a) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, seriously affects or will seriously affect the financial markets or the business of the Issuer or the ability of the Agent to perform its obligations under this Agreement or an investor's decision to purchase Shares;
- (b) an adverse Material Change or change in a Material Fact relating to any of the Securities occurs or is announced by the Issuer;
- (c) following a consideration of the history, business, products, property or affairs of the Issuer or its principals and promoters, or the state of the financial markets in general, or the state of the market for the Issuer's securities in particular, or the possibility of investors exercising their statutory rights to withdraw from a purchase of the Issuer's securities, the Agent determines, in its sole discretion, acting reasonably, that it is not in the interest of investors to complete the Offering;
- (d) the Offering cannot, in the opinion of the Agent, acting reasonably, be marketed due to the state of the financial markets, or the market for the Shares in particular; or
- (e) an enquiry or investigation (whether formal or informal) in relation to the Issuer, or the Issuer's directors, officers or promoters, is commenced or threatened by an officer or official of any competent authority.

- (f) any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Issuer is made by a competent regulatory authority and that order is still in effect;
- (g) the Issuer is in breach of any material term of this Agreement; or
- (h) the Agent determines, acting reasonably, that any of the representations or warranties made by the Issuer in this Agreement is false or has become false.

11.2 If the Agent exercises its right to terminate this Agreement, then the Issuer will immediately issue a press release setting out particulars of the termination.

11.3 The Agent, at its sole discretion, may terminate this Agreement in writing if a Final Receipt is not issued within 120 days of the reference date of this Agreement.

## **12. WARRANTIES, COVENANTS AND REPRESENTATIONS**

12.1 The Issuer warrants, covenants and represents to the Agent that:

- (a) the Issuer is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated;
- (b) the Issuer is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (c) the Issuer has full corporate power and authority to carry on its business as now carried on by it and to undertake the Offering and this Agreement has been, or will be by the Closing, duly authorized by all necessary corporate action on the part of the Issuer;
- (d) except as qualified by the Prospectus, the Issuer is the legal and beneficial owner of and has good and marketable title to the properties, business and assets or the interests in the properties, business or assets referred to in the Prospectus; all agreements by which the Issuer holds an interest in a property, business or asset are in good standing according to their terms, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated and all filings and work commitments required to maintain the properties in good standing have been properly recorded and filed in a timely manner with the appropriate regulatory body and there are no mortgages, liens, charges, encumbrances or any other interests in or on such properties;
- (e) all of the material transactions of the Issuer have been promptly and properly recorded or filed in its books or records and its minute books or records contain all records of the meetings and proceedings of its directors, shareholders, and other committees, if any, since inception;
- (f) the authorized capital of the Issuer is as disclosed in the Prospectus and the issued and outstanding common shares of the Issuer are fully paid and non-



assessable and, except as disclosed in the Prospectus, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Issuer or any other security convertible into or exchangeable for any such shares, or to require the Issuer to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

- (g) the Issuer has no subsidiaries;
- (h) the Issuer will reserve or set aside sufficient common shares in its treasury to issue the Shares, Agent's Shares, Agent's Warrant Shares and Corporate Finance Shares;
- (i) the Prospectus will contain full, true and plain disclosure of all Material Facts in relation to the Issuer, its business and its securities, will contain no Misrepresentations, will be accurate in all material respects and will omit no fact, the omission of which will make such representations misleading or incorrect;
- (j) the financial statements of the Issuer which form part of the Prospectus have been prepared in accordance with Canadian generally accepted accounting principles or international financial reporting standards, as the case may be, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer as at the date of the financial statements and there have been no adverse material changes in the financial position of the Issuer since the date thereof, and the business of the Issuer has been carried on in the usual and ordinary course consistent with past practice except as fully and plainly disclosed in the Prospectus;
- (k) the auditors of the Issuer who audited the financial statements of the Issuer for the most recent financial year-end and who provided their audit report thereon are independent public accountants as required under Applicable Legislation and there has never been a reportable event (within the meaning of National Instrument 51-102) with the present auditors of the Issuer;
- (l) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, Applicable Legislation and its regulations and the *Business Corporations Act* (British Columbia) in relation to the issue and trading of its securities and in all matters relating to the Offering;
- (m) the Issuer is in compliance with all applicable laws, regulations and statutes (including all environmental laws and regulations) in the jurisdictions in which it carries on business and which may materially affect the Issuer, has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of the Issuer or the business or legal environment under which the Issuer operates;
- (n) except as would not individually or in the aggregate reasonably be expected to have a material change on the Issuer, the Issuer has not caused or permitted the

release, in any manner whatsoever, of any pollutants, contaminants, chemicals or industrial toxic or hazardous waste or substances (collectively, the "Hazardous Substances") on or from any of its properties or assets nor has it received any notice that it is potentially responsible for a clean-up site or corrective action under any applicable laws, statutes, ordinances, articles, regulations, or any orders, directions or decisions rendered by any government, ministry, department or administrative regulatory agency relating to the protection of the environment, occupational health and safety or otherwise relating to dealing with Hazardous Substances;

- (o) the issue and sale of the Securities, as applicable, by the Issuer does not and will not conflict with, and does not and will not result in a breach of, or constitute a default under (A) any statute, rule or regulation applicable to the Issuer including, without limitation, the Applicable Legislation; (B) the constating documents, articles or resolutions of the Issuer which are in effect at the date hereof; (C) any agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which the Issuer is a party or by which it is bound; or (D) any judgment, decree or order binding the Issuer or the property or assets of the Issuer;
- (p) the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and no such actions, suits or proceedings are contemplated or have been threatened;
- (q) there are no judgments against the Issuer which are unsatisfied, nor are there any consent decrees or injunctions to which the Issuer is subject;
- (r) there is not presently, and will not be until the conclusion of the Distribution, any Material Change or change in any Material Fact relating to the Issuer which has not been or will not be fully disclosed in the Prospectus;
- (s) no order ceasing, halting or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer or its directors, officers or promoters or, to the knowledge of the Issuer, against any other companies that have common directors, officers or promoters and, to the knowledge of the Issuer, no investigations or proceedings for such purposes are pending or threatened;
- (t) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any amounts due and payable to any governmental authority, to the extent that any of the foregoing is due and payable;
- (u) the Issuer has complied with all requirements of National Instrument 43-101, including but not limited to the preparation and filing of technical reports;
- (v) the Issuer has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Issuer except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer which are known by the Issuer's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would

result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Issuer;

- (w) the Issuer does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Income Tax Act (Canada)*);
- (x) the Issuer shall not take any action which would be reasonably expected to result in the delisting or suspension of its common shares on or from the Exchange or on or from any stock exchange, market or trading or quotation facility on which its common shares are listed or quoted and the Issuer shall comply, in all material respects, with the rules and regulations thereof;
- (y) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein; and
- (z) the warranties and representations in this Subsection are true and correct and will remain so as of the conclusion of the Distribution.

12.2 The Agent warrants, covenants and represents to the Issuer that:

- (a) it is a valid and subsisting corporation under the law of the jurisdiction in which it was incorporated, continued or amalgamated;
- (b) it is duly qualified to carry on business in the Selling Jurisdictions and is, and will remain until the completion of the Offering, appropriately registered under the Applicable Legislation in the Selling Jurisdictions so as to permit it to lawfully offer the Shares for sale in the Selling Jurisdictions;
- (c) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (d) it is a member in good standing of the Exchange; and
- (e) it has complied with and will fully comply with the requirements of all Applicable Legislation, its rules and regulations and the by-laws and rules of the Exchange, in relation to trading in the Securities and all matters relating to the Offering;
- (f) it will comply fully with the requirements of all applicable corporate and securities laws in relation to the Offering, including without limitation, the Applicable Legislation;
- (g) it will take all steps as may be reasonably necessary, in connection with the Offering, to assist the Issuer in complying with the requirements of the Securities Commissions and such regulatory authorities in such other jurisdiction in which the Shares are sold;
- (h) it will not make any representations or warranties with respect to the Issuer or the Shares other than as set forth in the Prospectus; and

- (i) upon the Issuer obtaining the final Receipt, deliver one copy of the final prospectus (together with any amendments thereto) to persons resident in the Selling Provinces who received a copy of the preliminary Prospectus or who will acquire the Shares..

### **13. ELIGIBILITY FOR INVESTMENT**

13.1 The Issuer has obtained a letter from the Exchange dated February 15, 2012 (the "Exchange Letter") confirming that the common shares of the Company will be listed and posted on the Exchange at the close of business on the day before the Closing Day and, subject to the conditions as set out in the Exchange Letter, the shares will commence trading on Closing in accordance with the requirements set forth in the Exchange Letter.

### **14. EXPENSES OF AGENT**

14.1 The Issuer will pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering including, without limitation, the fees and expenses of the solicitors for the Agent.

14.2 The Issuer will pay the expenses referred to in the previous Subsection even if the transactions contemplated by this Agreement are not completed or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Agent.

14.3 The Agent acknowledges receipt from the Issuer of an advance retainer in the amount of \$15,000 to cover the out-of-pocket expenses of the Agent, and from which the expenses contemplated in Section 14.1 may be deducted as they are incurred.

14.4 The Agent may, from time to time, render accounts to the Issuer for its expenses for payment on the dates set out in the accounts.

14.5 The Issuer authorizes the Agent to deduct its reasonable expenses in connection with the Offering from the proceeds of the Offering, including expenses for which an account has not yet been rendered to the Issuer.

### **15. CONSENT TO ISSUE SECURITIES**

The Issuer agrees not to issue any additional equity or quasi-equity securities for a period of 90 days from Closing without prior written consent of the Agent (such consent not to be unreasonably withheld) except in conjunction with:

- (a) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Issuer and other share compensation arrangements;
- (b) outstanding warrants;
- (c) obligations in respect of existing mineral property; and
- (d) the issuance of securities in connection with arm's length property or share acquisitions in the normal course of business or strategic partnering.

## 16. INDEMNITY

16.1 The Issuer and its affiliated companies, as the case may be, (collectively, the “Indemnitor”) hereby agrees to indemnify and hold the Agent, and its affiliates, and each of their directors, officers, employees and agents (hereinafter referred to as the “Personnel”) harmless from and against any and all expenses, losses (other than loss of profits or remuneration of the Personnel), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Agent and/or its Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitor by the Agent and its Personnel hereunder, or otherwise in connection with the matters referred to in this Agreement (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agent and/or its Personnel, provided that the Indemnitor has agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

- (a) the Agent and/or its Personnel have been negligent, exercised bad faith, contravened any applicable law, were dishonest or have committed wilful misconduct or any fraudulent act in the course of such performance; and
- (b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the negligence, bad faith, contravention, dishonesty, wilful misconduct or fraud referred to in 16.1(a).

16.2 Without limiting the generality of the foregoing, the indemnity as set out in Section 16.1 above shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Agent may incur as a result of any action or litigation that may be threatened or brought against the Agent in connection with the matters referred to in this Agreement.

16.3 If for any reason (other than the occurrence of any of the events itemized in Subsections 16.1(a) and 16.1(b) above), the foregoing indemnification is unavailable to the Agent or any Personnel or insufficient to hold the Agent or any Personnel harmless, then the Indemnitor shall contribute to the amount paid or payable by the Agent or any Personnel as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agent or any Personnel on the other hand but also the relative fault of the Indemnitor and the Agent or any Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Agent or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agent hereunder.

16.4 The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Agent by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign (the “Authorities”), or in any case the Authorities shall investigate the Indemnitor and/or the Agent, and/or any Personnel of the Agent 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 Indemnitor by the Agent, the Agent shall have the right to employ its own counsel in connection therewith provided the Agent acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by the Agent's Personnel in connection therewith) and out-of-pocket expenses incurred by their Personnel in connection therewith shall be paid by the Indemnitor as they occur.

16.5 Promptly after receipt of notice of the commencement of any legal proceeding against the Agent or any of the Agent's Personnel or after receipt of notice of the commencement or any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agent will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by the Agent to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Agent and/or any Personnel except to the extent such failure has materially and adversely affected the Issuer's ability to reduce the amount of the indemnifiable loss. The Indemnitor shall, on behalf of itself and the Agent and/or any Personnel, as applicable, be entitled to (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Agent and/or any Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Agent and/or any Personnel, as applicable, and none of the Agent and/or any Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. The Agent and its Personnel shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided the Agent acts reasonably in selecting such counsel.

16.6 No admission of liability shall be made by any indemnified party and the Indemnitor shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without the Indemnitor's consent, such consent not to be unreasonably withheld. No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the indemnified parties affected. In the event that an indemnified party withholds its consent in respect of a settlement that is acceptable to the Indemnitor and the claimant, and under the terms of such proposed settlement the indemnified party was to be fully indemnified and held harmless, then the Indemnitor shall not have any liability hereunder to the indemnified party for the amount of any final settlement or judgement award in excess of the settlement offer rejected by such indemnified party and the indemnified party shall indemnify and save harmless the Indemnitor for all costs and expenses incurred by the Indemnitor in subsequent prosecution of the matter after the aforesaid rejected settlement offer, and for all losses, claims, damages, or liabilities incurred or awarded upon a final determination of the matter in excess of the aforesaid rejected settlement offer.

16.7 The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agent and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agent and any of the Personnel of the Agent. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of this Agreement.

## **17. RIGHT OF FIRST REFUSAL**

17.1 The Issuer will notify the Agent of the terms of any further brokered equity financing that it requires or proposes to obtain during the 12 months following the Closing (the “Financing Notice”) and the Agent will have the right of first refusal to provide such financing.

17.2 The right of first refusal must be exercised by the Agent within 5 days following its receipt of the Financing Notice by notifying the Issuer that it will provide such financing on the terms set out in the Financing Notice.

17.3 If the Agent fails to give notice within the 5 days that it will provide such financing upon the terms set out in the Financing Notice, the Issuer will then be free to make other arrangements to obtain financing from another source on the same terms or on terms no less favourable to the Issuer, subject to obtaining the acceptance of the Regulatory Authorities.

17.4 The right of first refusal will not terminate if, on receipt of any notice from the Issuer under this Section, the Agent fails to exercise the right.

## **18. ASSIGNMENT AND SELLING GROUP PARTICIPATION**

18.1 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the written consent of the Issuer and notice has been given to and accepted by the Regulatory Authorities.

18.2 The Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investments dealers, who may or who may not be offered part of the commissions or warrants to be received by the Agent pursuant to this Agreement.

18.3 The Agent covenants to and with the Issuer that it shall:

- (a) comply with the Applicable Legislation in connection with the Offering and, to the best of its ability, require the selling group to agree to so comply;
- (b) not solicit offers to purchase or sell the Shares under the laws of any jurisdiction other than the Selling Provinces, and will require the selling group to agree with the Agent not to so solicit or sell; and
- (c) use all commercially reasonable efforts to complete and to cause the selling group to complete the Distribution as soon as practicable.

## **19. NOTICE**

19.1 Any notice under this Agreement will be given in writing and must be delivered, sent by facsimile transmission or mailed by prepaid post and addressed to the party to which notice is to be given at the address indicated above, or at another address designated by such party in writing.

19.2 If notice is sent by facsimile transmission or is delivered, it will be deemed to have been given at the time of transmission or delivery.

19.3 If notice is mailed, it will be deemed to have been received 48 hours following the date of mailing of the notice.

19.4 If there is an interruption in normal mail service due to strike, labour unrest or other cause at or prior to the time a notice is mailed the notice will be sent by facsimile transmission or will be delivered.

## **20. TIME**

Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

## **21. SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

The representations, warranties, covenants and indemnities of the parties contained in this Agreement will survive the closing of the purchase and sale of the Shares and will continue in full force and effect for the benefit of the Agent and/or the Issuer, as the case may be, in accordance with applicable law, regardless of any subsequent disposition of the Shares or any investigation by or on behalf of the Agent with respect thereto for a period ending on the later of: (i) the date that is two years following the Closing Date, and (ii) the latest date under the Applicable Legislation (non-residents of Canada being deemed to be resident in the Province of British Columbia for such purposes) that an action may be commenced or a right of rescission may be exercised with respect to the purchase and sale of the Shares. The Agent will be entitled to rely on the representations and warranties of the Issuer contained in this Agreement or delivered pursuant to this Agreement notwithstanding any investigation which the Agent may undertake or which may be undertaken on the Agent's behalf.

## **22. LANGUAGE**

Wherever a singular or masculine expression is used in this Agreement, that expression is deemed to include the plural, feminine or the body corporate where required by the context.

## **23. ENUREMENT**

This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.

## **24. HEADINGS**

The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

## **25. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and supersedes any other previous agreement between the parties with respect to the Offering and there are no other terms,



conditions, representations or warranties whether express, implied, oral or written by the Issuer or the Agent.

**26. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, and delivered via facsimile or scanned email attachment, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

**27. LAW**

This Agreement and its application and interpretation will be governed exclusively by the laws prevailing in British Columbia. The parties to this Agreement consent to the jurisdiction of the courts of British Columbia, which courts shall have exclusive jurisdiction over any dispute of any kind arising out of or in connection with this Agreement.

This Agreement was executed and delivered as of the date given above.

**TITAN GOLDWORX RESOURCES INC.**

Per:

  
\_\_\_\_\_  
Authorized Signatory

Per:

  
\_\_\_\_\_  
Authorized Signatory

**CANACCORD GENUITY CORP.**

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

Authorized Signatory

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Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**CANACCORD GENUITY CORP.**

Per:  \_\_\_\_\_  
Authorized Signatory