

SOLICITING DEALER AGREEMENT (WITH STAND-BY GUARANTEE)

December 6, 2017

Carl Data Solutions Inc.
488 – 1090 West Georgia St.
Vancouver, BC V6E 3V7

Attention: Greg Johnston
President and CEO

Dear Sir:

Re: Carl Data Solutions Inc. – Rights Offering of a Minimum of 8,461,538 Units and a Maximum of 11,042,331 Units

Mackie Research Capital Corporation (the “**Soliciting Dealer**”) understands that Carl Data Solutions Inc. (the “**Corporation**”) proposes to issue 55,211,656 transferable rights (“**Rights**”) to the holders of its common shares (“**Common Shares**”) of record as at the close of business in Vancouver on December 1, 2017 (the “**Record Date**”) entitling the holders thereof to subscribe for and purchase units (“**Units**”) of the Corporation. Holders of Common Shares will receive one Right for each Common Share held on the Record Date. Five (5) Rights and the payment of the exercise price of \$0.26 per Unit entitles the holder to purchase one Unit of the Corporation. Each Unit will be comprised of one Common Share and one common share purchase warrant (“**Warrant**”) of the Corporation. Each Warrant will entitle the holder to subscribe for and purchase one additional Common Share for a two-year period from the date of issuance at a price of CDN\$0.35 per Common Share, if exercised within six months of the date of issuance, and CDN\$0.40 per Common Share thereafter.

The Soliciting Dealer further understands that the Corporation desires to distribute on the exercise of the Rights a minimum of 8,461,538 Units for aggregate gross proceeds of \$2,200,000 (the “**Minimum Offering**”) and up to a maximum of 11,042,331 Units for aggregate gross proceeds of \$2,871,006 (the “**Maximum Offering**”).

In addition, the Soliciting Dealer has agreed to a limited stand-by commitment whereby it shall purchase up to but not exceeding \$1,700,000 worth of Units (the “**Stand-by Guarantee**”) to ensure that the Minimum Offering is attained. For example, if the Corporation has received subscriptions for \$550,000 of Units by the Rights Expiry Date (as defined herein), then the Soliciting Dealer shall be obligated to purchase \$1,650,000 of Units under the Stand-by Guarantee in order to complete the Minimum Offering.

Upon and subject to the terms and conditions contained herein, the Soliciting Dealer agrees to act, and the Corporation appoints the Soliciting Dealer, as the sole and exclusive soliciting dealer of the Corporation to solicit the exercise of Rights in the Eligible Jurisdictions (as defined herein), provided that the Soliciting Dealer shall be obligated only to use its commercially reasonable efforts to solicit the exercise of the Rights in the Eligible Jurisdictions and shall be under no obligation to purchase Units as principal except as contemplated by the Stand-by Guarantee.

The Soliciting Dealer shall also have the right, but not the obligation, to purchase (the “**Top-up Right**”) such number of Units that is equal to the number of Units for which the Corporation has not received subscriptions by the close of business on the Expiry Date (as defined herein) (the “**Offering Shortfall**”). The Top-up Right may be exercised by the Soliciting Dealer, in its sole discretion in whole, or in part, or not at all, within two Business Days following receipt of notice of the Offering Shortfall from the Corporation. For example, if the Offering Shortfall is \$200,000 (i.e. as at the Rights Expiry Date the Corporation has received subscriptions for Units that is \$200,000 less than the Maximum Offering) then the Corporation shall provide notice of the Offering Shortfall to the Soliciting Dealer whom may elect to purchase up to \$200,000 of Units under the Top-up Right. For greater certainty, the Soliciting Dealer shall not be obligated to purchase any Units under the Top-up Right. The Soliciting Dealer shall not acquire any Units under the Top-Up Right if by doing so the Soliciting Dealer will hold greater than 19.9% of the Common Shares at such time.

The Soliciting Dealer will have the exclusive authority to appoint other registered dealers (or other dealers duly qualified in their respective jurisdictions) as Selling Firms (as defined hereinafter) to assist in the distribution contemplated hereby. The Soliciting Dealer shall have the right to determine the remuneration payable by the Soliciting Dealer to Selling Firms appointed by it provided that the fees or remuneration payable to such other Selling Firms shall be solely for the account of the Soliciting Dealer.

In consideration of the agreement of the Soliciting Dealer to solicit the exercise of Rights and of the services rendered and to be rendered by the Soliciting Dealer in connection therewith, including (i) assisting in the preparation of the Notice and Circular and the other documents relating to the distribution of the Rights and the Units, (ii) forming and managing selling or other groups for the distribution of the Rights and the Units, and (iii) effecting the solicitation of the exercise of Rights, directly and through other registered dealers and brokers, the Corporation agrees to pay the Corporate Finance Fee, the Soliciting Dealer’s Fee and issue the Soliciting Dealer’s Option to the Soliciting Dealer as provided herein.

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

1. Definitions

1.1 In this Agreement, in addition to terms defined above, the following terms have the meanings indicated:

- (a) “Additional Subscription Privilege” has the meaning given in Section 2.2;
- (b) “Anti-Money Laundering Laws” has the meaning given in Section 8.1(z);
- (c) “Basic Subscription Privilege” has the meaning given in Section 2.1;
- (d) “Business Day” means any day that is not a Saturday, Sunday or civic or statutory holiday in Vancouver, British Columbia;
- (e) “Closing Date” means January 5, 2018, or such other date as may be agreed upon in writing by the Corporation and the Soliciting Dealer;

- (f) "Closing Time" means 9:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Soliciting Dealer and the Corporation may agree to;
- (g) "Circular" means the final form of the rights offering circular prepared in accordance with Form 45-106F15 *Rights Offering Circular for Reporting Issuers*;
- (h) "Common Shares" means the common shares of the Corporation;
- (i) "Corporate Finance Fee" means the fee paid to the Soliciting Dealer pursuant to section 14.1 of this Agreement;
- (j) "Corporation" means Carl Data Solutions Inc.;
- (k) "Custodial Agreement" means the rights agency and custodial agreement between the Corporation and the Rights Agent dated November 30, 2017;
- (l) "distribution" means "distribution" or "distribution to the public", which terms have the meanings attributed thereto under applicable Securities Laws;
- (m) "Eligible Jurisdictions" means all of the Provinces and territories of Canada;
- (n) "Exchange" means the Canadian Securities Exchange;
- (o) "Exemption" means the prospectus exemptions contained in Section 2.1 and 2.1.1 of National Instrument 45-106 *Prospectus Exemptions*;
- (p) "Expiry Date" has the meaning in Section 2.3;
- (q) "Financial Statements" means the audited financial statements of the Corporation for the fiscal year ended June 30, 2017;
- (r) "Interests" has the meaning given in Section 8.1(w);
- (s) "material change", "material fact" and "misrepresentation" have the meanings attributed thereto under applicable Securities Laws;
- (t) "Material Contracts" has the meaning given in Section 8.1(o);
- (u) "Minimum Subscription" means the minimum subscription of 8,461,538 Units on or before the Closing Date;
- (v) "Notice" means the final form of the rights offering notice prepared in accordance with Form 45-106F14 *Rights Offering Notice for Reporting Issuers*;
- (w) "Offering" means the rights offering of the Units at \$0.26 per Unit as described in the Circular;
- (x) "Public Record" means all information filed by or on behalf of the Corporation on SEDAR, including, without limitation, the Notice and the Circular and any other information filed with the Securities Commissions in compliance or intended compliance with any Securities Laws;

- (y) "Record Date" means December 1, 2017;
- (z) "Rights" means the rights issued to shareholders of the Corporation of record as of the Record Date, with five (5) Rights and \$0.26 entitling the holder to subscribe for and purchase one (1) Unit;
- (aa) "Rights Agent" means Computershare Investor Services Inc.;
- (bb) "Rights Expiry Date" has the meaning given in Section 2.1;
- (cc) "Rights Certificate" means a certificate representing the Rights;
- (dd) "Securities" means collectively the Rights, and the Underlying Shares and the Warrants comprising part of the Units and the Soliciting Dealer's Option;
- (ee) "Securities Commission" means the securities commission or other securities regulatory authority in each of the Eligible Jurisdictions;
- (ff) "Securities Laws" means the securities acts or similar statutes of the Eligible Jurisdictions and all regulations, rules, policy statements, notices and blanket orders or rulings thereunder;
- (gg) "SEDAR" means the System for Electronic Document Analysis and Retrieval (SEDAR) as further described in National Instrument 13-101 of the Canadian Securities Administrators;
- (hh) "Selling Firms" has the meaning given in Section 6.3;
- (ii) "Soliciting Dealer" means Mackie Research Capital Corporation;
- (jj) "Soliciting Dealer's Fee" means the commission to be paid to the Soliciting Dealer on the exercise of Rights pursuant to Section 14.1;
- (kk) "Soliciting Dealer's Option" means an option entitling the Soliciting Dealer to acquire that number of Units as is equal to 25% of the number of Units distributed pursuant to the Offering for proceeds of up to \$1,700,000, plus 10% of the remaining number of Units distributed pursuant to the Offering, which shall have an exercise price of \$0.26 per Unit and shall be exercisable for a period of 24 months following the Closing Date, provided that the Soliciting Dealer shall not acquire any Units under the Soliciting Dealer's Option if by doing so the Soliciting Dealer will hold greater than 19.9% of the Common Shares at such time;
- (ll) "Subscriber" means any person subscribing for Units pursuant to a Rights Certificate whose subscription is accepted by the Corporation;
- (mm) "Subscription Funds" means all funds received with respect to the subscriptions for Units in accordance with the terms and provisions of this Agreement;
- (nn) "Subsidiary" means a "subsidiary" of the Corporation for the purposes of the *Securities Act* (British Columbia);

- (oo) “Tax Act” means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time;
- (pp) “Trustee” means Computershare Trust Company of Canada;
- (qq) “Underlying Shares” means the Common Shares issuable upon exercise of the Rights, the Warrants and the Soliciting Dealer’s Option;
- (rr) “Units” means the Units consisting of one Common Share and one Warrant;
- (ss) “Warrant Indenture” means the warrant indenture to be dated as of the Closing Date between the Corporation and the Trustee, governing the terms and conditions of the Warrants; and
- (tt) “Warrants” means the transferable Common Share purchase warrants comprising part of the Units with each Warrant entitling the holder thereof to acquire one Common Share for a two-year period from the date of issuance at a price of CDN\$0.35 per Common Share, if exercised within six months of the date of issuance, and CDN\$0.40 per Common Share thereafter.

2. Terms of the Rights Offering

2.1 Pursuant to the Offering, the Corporation will distribute, on a pro rata basis at no charge, Rights to each shareholder resident in the Eligible Jurisdictions as of the Record Date on the basis of one (1) Right for each Common Share held. Each such Right will be transferable and listed for trading on the Exchange. Five (5) Rights will entitle the holder to purchase, at the election of such holder, one (1) Unit at a price of \$0.26 per Unit (the “**Basic Subscription Privilege**”). The Offering will remain open for more than 21 calendar days following the date on which the Notice is sent to shareholders. The Rights will expire at 2:00 p.m. (Vancouver time) on December 28, 2017, or such other date as may be agreed upon by the Soliciting Dealer and the Corporation (the “**Rights Expiry Date**”).

2.2 Pursuant to Securities Laws, each holder of Rights will be entitled, on a pro rata basis (based on the number of Rights which it exercised under the Basic Subscription Privilege as a proportion of all Rights exercised under the Basic Subscription Privilege), to subscribe for additional Units, to the extent that other holders of Rights do not exercise all of their Rights under the Basic Subscription Privilege (the “**Additional Subscription Privilege**”).

2.3 The Warrants will be duly and validly created and issued pursuant to the terms of the Warrant Indenture. Each Warrant shall entitle the holder thereof to acquire one Common Share commencing on the Closing Date until the date which is 24 months following the Closing Date (the “**Expiry Date**”) at an exercise price of CDN\$0.35 per Common Share, if exercised within six months of the date of issuance, and CDN\$0.40 per Common Share thereafter. Subject to meeting the Exchange’s minimum listing requirements, each such Warrant will be listed for trading on the Exchange.

2.4 Any Warrants not exercised prior to 2:00 p.m. (Vancouver time) on the Expiry Date shall expire and be of no force and effect.

2.5 The Warrant Indenture shall be in such form and contain such terms as are agreed to by the Corporation, the Soliciting Dealer and the Trustee.

2.6 The completion of the purchase of Units pursuant to the Basic Subscription Privilege and the Additional Subscription Privilege by each Rights holder will occur at the time, and in the manner set forth in the Circular, and in the event of any conflict between the provisions of this Agreement and the provisions of the Circular, the provisions of the Circular will prevail.

2.7 On the Closing Date the Soliciting Dealer will purchase pursuant to the Stand-by Guarantee a sufficient number of Units, to a maximum of \$1,700,000 worth of Units, in order to ensure that the Minimum Offering is attained. The obligations of the Soliciting Dealer pursuant to the Stand-by Guarantee shall terminate upon the termination of this Agreement for any reason.

2.8 The Soliciting Dealer shall not acquire any Units under the Top-Up Right or exercise any portion of the Soliciting Dealer Option if by doing so the Soliciting Dealer will hold greater than 19.9% of the Common Shares at such time.

3. Filing of Rights Offering Documents

3.1 The Corporation agrees to allow the Soliciting Dealer, prior to the filing of the Notice and the Circular, to participate fully in the preparation of the Notice and the Circular and such other documents as may be required under the Securities Laws to distribute the Rights and the Units under the Exemption in the Eligible Jurisdictions. The Corporation shall also allow the Soliciting Dealer and the Soliciting Dealer's counsel to conduct all due diligence which the Soliciting Dealer may reasonably require in order to:

- (a) confirm the Public Record as accurate, complete and current in all material respects; and
- (b) fulfil the Soliciting Dealer's obligations as Soliciting Dealer.

3.2 The Corporation shall file the Notice and the Circular and all other documents required under the Securities Laws with the Exchange, use its reasonable best efforts to fulfil all legal requirements to enable the (i) Rights to be distributed to the eligible holders of the Common Shares and (ii) the Units to be sold to the public upon exercise of the Rights in each of the Eligible Jurisdictions through the Soliciting Dealer or any other Selling Firms, not later than 2:00 p.m. (Vancouver time) on the Rights Expiry Date (or such later date as may be agreed to in writing by the parties), and to qualify the distribution of the Securities under the Exemption.

4. Delivery of Notice and Circular and Related Documents

4.1 The Corporation shall deliver or cause to be delivered to the Soliciting Dealer and the Soliciting Dealer's counsel the documents set out below at the respective times indicated:

- (a) on the date hereof, or as soon as possible thereafter, the Notice and the Circular as required by the Securities Laws;
- (b) within five Business Days of the date hereof, French translations of the Notice and the Circular as required by the Exemption; and
- (c) within five Business Days of the date hereof, obtain CUSIP numbers for the Rights, Units, Common Shares and Warrants and apply for listing of the Rights and the Warrants on the Exchange.

4.2 The delivery to the Soliciting Dealer of the Circular shall constitute a representation and warranty to the Soliciting Dealer by the Corporation that:

- (a) there is no material fact or material change concerning the Corporation that has not been generally disclosed;
- (b) the Circular (except any information or statement in the Circular relating solely to the Soliciting Dealer which has been provided by the Soliciting Dealer expressly for the purpose of inclusion in the Circular) does not contain a misrepresentation;
- (c) the Rights have been duly and validly created; and
- (d) the Notice and the Circular fully comply with the Exemption.

Such delivery shall also constitute the consent of the Corporation to the use of the Circular by the Soliciting Dealer in connection with the distribution of the Units as contemplated in Article 6.

5. Commercial Copies of Circular

5.1 The Corporation shall deliver or cause to be delivered to the Soliciting Dealer, as soon as practicable and in any event not later than 12:00 noon (local time) on December 7, 2017, in those cities designated by the Soliciting Dealer, such number of commercial copies of the Circular as the Soliciting Dealer may reasonably request by instructions to the Corporation's counsel given no later than the time the Corporation authorizes printing of the commercial copies of the Circular. The Corporation shall, as soon as possible following a request from the Soliciting Dealer, deliver or cause to be delivered to the Soliciting Dealer such additional commercial copies of the Circular in such numbers and in such cities as the Soliciting Dealer may reasonably request from time to time.

5.2 The Corporation shall deliver or cause to be delivered to each holder of Common Shares, excluding holders of Common Shares resident in jurisdictions other than the Eligible Jurisdictions, the Notice and the Rights Certificate issued to such holder.

6. Distribution of Rights and Units

6.1 The Rights shall be distributed by the Corporation to all shareholders of the Corporation other than Ineligible Shareholders (as defined in the Circular) of record as of the Record Date.

6.2 The Corporation shall issue and file within applicable time periods all such other documents as may be required under applicable Securities Laws and the rules, policies or regulations of the Exchange. Prior to the filing of the Circular, the Corporation shall obtain all necessary consents and approvals, including, without limitation, any consents or approvals of the Exchange in relation to the Offering.

6.3 The Soliciting Dealer shall solicit the exercise of the Rights, directly and through other investment dealers and brokers (the Soliciting Dealer together with such other investment dealers and brokers are referred to herein as the "**Selling Firms**"), in compliance with applicable Securities Laws and upon the terms and conditions set forth in the Circular and this Agreement. The Soliciting Dealer shall be obligated only to use its commercially reasonable efforts to solicit the exercise of the Rights and shall be under no obligation to purchase any Units as principal, except as provided for under the Stand-by Guarantee.

6.4 The Soliciting Dealer will not solicit the exercise of the Rights or otherwise conduct activities so as to require registration of the Rights and the Units or the filing of a prospectus, registration statement or other notice or document with respect to the distribution of the Rights and the Units under the laws of any jurisdiction other than the Eligible Jurisdictions, and will require each other Selling Firm to agree with the Soliciting Dealer not to so solicit or sell. The Soliciting Dealer shall be entitled to assume that the Rights and the Units are qualified for distribution in the Eligible Jurisdictions unless the Soliciting Dealer receives notice to the contrary from the Corporation or a Securities Commission.

6.5 On request in writing from the Soliciting Dealer, the Corporation will notify the Soliciting Dealer in writing as to the number of Rights exercised and the number of Units subscribed for.

7. Material Changes

7.1 During the period from the date hereof until completion of the distribution of the Units, the Corporation shall promptly notify the Soliciting Dealer, in writing, with full particulars, of:

- (a) any change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or prospects of the Corporation; and
- (b) any other fact, event or circumstance in respect of the Corporation;

which is, or may be, of such a nature as to render any statement in the Circular misleading or untrue or which would result in the Circular containing a misrepresentation or which would result in any of such documents not complying with any of the Securities Laws or which would reasonably be expected to have a significant effect on the market price or value of the Rights or the Units.

7.2 The Corporation shall in good faith discuss with the Soliciting Dealer any change, fact, event or circumstance (actual, anticipated, contemplated or threatened) which is of such a nature that there is reasonable doubt whether notice need be given to the Soliciting Dealer pursuant to Section 7.1 and in any event, prior to making any filing referred to in Section 7.3.

7.3 The Corporation shall promptly comply with all applicable disclosure, filing and other requirements under the Securities Laws arising as a result of any change, fact, event or circumstance referred to in Section 7.1.

7.4 During the period commencing on the date hereof and ending on the conclusion of the distribution of Units, the Corporation will promptly inform the Soliciting Dealer of the full particulars of:

- (a) any request of any Securities Commission for any amendment to the Circular or any part of the Public Record or for any additional information; or
- (b) the issuance by any Securities Commission, stock exchange or other competent authority of any order to cease or suspend trading of any securities of the Corporation or of the institution or threat of institution of any proceedings for that purpose.

8. Additional Representations and Warranties

8.1 In addition to the representations and warranties contained in Section 4.2 or otherwise contained herein, the Corporation represents and warrants to the Soliciting Dealer, and acknowledges that the Soliciting Dealer and the Soliciting Dealer's counsel are relying upon same that:

- (a) the Corporation has been duly organized and continued and is validly subsisting and in good standing under the laws of the Province of British Columbia; it has the corporate power to own or lease its property and to carry on its business as now being conducted by it; it is duly qualified as a corporation to do business and is in good standing in each jurisdiction in which the nature of its business conducted by it or the property owned or leased by it makes such qualification necessary;
- (b) the Corporation has full corporate power and authority to create, issue and sell the Rights, Common Shares, Warrants and Soliciting Dealer's Option and to create and issue the Underlying Shares contemplated by this Agreement;
- (c) at the Closing Date and thereafter, as the case may be:
 - (i) the Underlying Shares to be issued pursuant to exercise of Rights on such date will be duly and validly created, issued, sold and delivered and will be issued as fully paid and non-assessable shares of the Corporation;
 - (ii) the Warrants to be issued pursuant to the exercise of Rights or Soliciting Dealer's Option on such date will be duly and validly created, issued, sold, and delivered; and
 - (iii) the Underlying Shares to be issued pursuant to the exercise of the Warrants or Soliciting Dealer's Option will be duly and validly authorized, allotted and reserved for issuance upon the exercise of the Warrants or Soliciting Dealer's Option and will, upon such exercise in accordance with the Warrant Indenture, in the case of the Warrants, or the Soliciting Dealer's Option agreements in the case of the Soliciting Dealer's Option, be issued as fully paid and non-assessable Common Shares;
- (d) the Corporation has conducted, and is conducting, its business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, environmental permits and orders, regulations or by-laws or other similar legislation, regulations or by-laws or other lawful requirements of any governmental or regulatory bodies which are applicable to the Corporation in each jurisdiction where the Corporation carries on any material portion of its business and the Corporation is not aware of any such legislation, regulation, permit or order, by-law or lawful requirement presently in force or proposed to be brought into force by any governmental or regulatory authority which the Corporation anticipates it will be unable to comply with without materially adversely affecting its business;
- (e) there has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation from

the position set forth in the Financial Statements and there has not been any material adverse change in the business, operations, capital or condition (financial or otherwise) or results of the operations of the Corporation since June 30, 2017, and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition of the Corporation, which have not been disclosed in the Public Record;

- (f) the Financial Statements fairly present, in accordance with International Financial Reporting Standards, consistently applied, the financial position and condition of the Corporation as at the dates thereof and reflect all material liabilities (absolute, accrued, contingent or otherwise) of the Corporation as at the dates thereof;
- (g) since the date of the most recent balance sheet contained in the Financial Statements, the Corporation has not incurred, assumed or suffered any liability (absolute, accrued, contingent or otherwise) or entered into any transaction which is or may be material to the Corporation, and is not in the ordinary course of business, except as disclosed in the Public Record;
- (h) except as disclosed in the Public Record, there are no actions, suits, proceedings or inquiries pending or threatened against or affecting the Corporation at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which may in any way materially adversely affect the business, operations or condition (financial or otherwise) of the Corporation or its properties or assets or which may affect the distribution of the Rights, Underlying Shares, Warrants or Soliciting Dealer's Option or questions the validity of the issuance of the Rights, Underlying Shares, Warrants or Soliciting Dealer's Option in accordance with the Securities Laws; and to the best of the Corporation's knowledge, there is no existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success;
- (i) the Corporation is not in default or breach of, and the execution and delivery of, and the performance of and compliance with the terms of this Agreement, the agreement pertaining to the Soliciting Dealer's Option, the Custodial Agreement and the Warrant Indenture, do not and will not result in any breach of, or constitute a default under, or create a state of facts which, after notice or lapse of time or both, would constitute a material default under: (i) any term or provision of the notice of articles and articles or resolutions of the directors or shareholders of the Corporation; (ii) any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound; or (iii) any judgment, decree, order, statute, rule or regulation applicable to the Corporation, which default or breach might reasonably be expected to materially adversely affect the business, operations, capital or condition (financial or otherwise) of the Corporation, or its properties or assets, taken as a whole;
- (j) except as disclosed in the Public Record, the Corporation is in compliance with all its obligations, covenants and terms contained in any banking or financing agreements which it is a party to;

- (k) the authorized capital of the Corporation consists of an unlimited number of Common Shares of which as at the date hereof, 55,211,656 Common Shares are issued and outstanding, as fully paid and non-assessable shares;
- (l) other than stock options granted to directors, officers and employees of the Corporation as disclosed to the Soliciting Dealer and its counsel, no person holds any securities convertible or exchangeable into Common Shares of the Corporation or has any agreement, warrant, option, right or privilege that is, or is capable of becoming, an agreement, warrant, option or right for the purchase of any unissued securities of the Corporation, except as disclosed in the Public Record;
- (m) no person holds any right of first refusal over any securities offerings or financings by the Corporation which have not been waived in writing by such person;
- (n) the Corporation has full corporate power and capacity to enter into this Agreement and the Custodial Agreement and to perform its obligations set out herein and therein, and this Agreement has been, and the Custodial Agreement will, upon execution, be duly authorized, executed and delivered by the Corporation and this Agreement and the Custodial Agreement will, upon execution, be a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with their respective terms; subject to the usual qualification including applicable bankruptcy, insolvency, moratorium, reorganization and other laws and equitable principles affecting creditors' rights generally, the statutory and equitable powers of the courts in Canada to stay proceedings before them and the execution of judgments and by the fact that specific performance and injunctive relief are equitable remedies which may be ordered by a court in its discretion and, accordingly, may not be available as a remedy in an action to enforce a covenant and subject to the fact that the rights to indemnity, contribution and waiver set forth herein may be limited by applicable laws or the public policy underlying such laws;
- (o) each of the contracts (the "**Material Contracts**") to which the Corporation is a party or by which it is bound and which are material to the business, affairs or operations of the Corporation, constitute a legal, valid and binding obligation of the Corporation, enforceable in accordance with its terms subject to the usual qualification including applicable bankruptcy, insolvency, moratorium, reorganization and other laws and equitable principles affecting creditors' rights generally, the statutory and equitable powers of the courts in Canada to stay proceedings before them and the execution of judgments and by the fact that specific performance and injunctive relief are equitable remedies which may be ordered by a court in its discretion and, accordingly, may not be available as a remedy in an action to enforce a covenant and subject to the fact that the rights to indemnity, contribution and waiver set forth herein may be limited by applicable laws or the public policy underlying such laws, and, to the best of the knowledge of the Corporation, no party to any such Material Contract is in default thereunder;
- (p) no securities commission or similar regulatory authority in Canada has issued any order preventing or suspending trading in any securities of the Corporation,

no such proceeding is to the knowledge of the Corporation, pending, contemplated or threatened and the Corporation is not in default of any material requirement of the Securities Laws;

- (q) the Rights, the Underlying Shares and the Warrants have been conditionally approved for listing on the Exchange, subject to the fulfilment of the conditions set forth in the Exchange's conditional approval letter, if applicable;
- (r) the Corporation has no Subsidiaries other than Extend to Social Media Inc. (a British Columbia corporation) and FlowWorks Inc. (a Washington corporation), which are wholly-owned Subsidiaries of the Corporation and are in good standing with respect to their corporate filings in the applicable jurisdictions;
- (s) the information and statements set forth in the Public Record were true, correct, and complete and did not contain any misrepresentation as of the date of such information or statements and the Corporation has not filed any confidential material change reports in Canada which remain subject to confidential treatment as at the date hereof;
- (t) to the knowledge of the Corporation, no insider has a present intention to sell any material portion of securities of the Corporation held by it;
- (u) Computershare Investor Services Inc., at its principal offices in the City of Vancouver, in the Province of British Columbia, is the duly appointed registrar and transfer agent for the Common Shares and has been duly appointed as the Rights Agent under the Custodial Agreement and Computershare Trust Company of Canada will be duly appointed as the Trustee under the Warrant Indenture to be dated as of the Closing Date;
- (v) the Corporation has duly and on a timely basis filed all tax returns required to be filed by it, has paid all taxes due and payable by it and has paid all assessments and re-assessments and all other taxes, governmental charges, penalties, interest and other fines due and payable by it and which are claimed by any governmental authority to be due and owing and adequate provision has been made for taxes payable for any completed fiscal period for which tax returns are not yet required and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return or repayment of any tax, governmental charge or deficiency by the Corporation and, to the knowledge of the Corporation, there are no actions, suits, proceedings, investigations or claims threatened or pending against the Corporation in respect of taxes, governmental charges or assessments or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;
- (w) the Corporation has title to its assets and properties as disclosed in the Public Record and including, without limitation, all intellectual property rights necessary to carry on its business (for the purposes of this clause, the foregoing are referred to as the "**Interests**") and it does represent and warrant that the Interests are free and clear of adverse claims created by, through or under the Corporation, except as disclosed in the Public Record or those arising in the ordinary course of business, which are not material in the aggregate, and, to the

knowledge of the Corporation after due inquiry, the Corporation and its Subsidiary hold their respective Interests under valid and subsisting leases, licenses, permits, concessions, concession agreements, contracts, subleases, reservations or other agreements;

- (x) the minute books of the Corporation contain full, true and correct copies of the articles and by-laws of the Corporation and contain copies of all minutes of all meetings and all consent resolutions of the directors, committees of directors and shareholders of the Corporation, and all such meetings were duly called and properly held and all consent resolutions were properly adopted;
- (y) except as disclosed in the Public Record, the Corporation is not a party to, or bound by:
 - (i) any employment agreement, bonus, deferred compensation, pension, profit sharing, stock option, phantom stock plan, employee stock purchase plan, management, consulting or any other similar agreement or commitment;
 - (ii) any agreement or commitment not entered into in the ordinary course of business which is currently material to the Corporation;
 - (iii) other than in the ordinary course of business, any agreement, arrangement with any person with whom the Corporation (or its present or former directors, officers and employees) does not deal at arm's length within the meaning of the Tax Act;
- (z) the operations of the Corporation are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened;
- (aa) the Corporation has not, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation and its operations, and will not use any portion of the proceeds of the Offering, in contravention of such legislation;

- (bb) the Corporation or, to the best knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Corporation will not directly or indirectly use any proceeds of the distribution of the Units or lend, contribute or otherwise make available such proceeds to the Corporation or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States;
- (cc) except as disclosed in the Public Record, the Corporation does not owe any amount to, nor has the Corporation any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) with any of them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation. Except employee or consulting arrangements made in the ordinary and normal course of business, the Corporation is not a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm's length with the Corporation. Except as described in the Public Record, no officer, director, employee or securityholder of the Corporation has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation except for claims in the ordinary and normal course of the business of the Corporation such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation; and
- (dd) the Corporation has not intentionally withheld from the Soliciting Dealer any material fact relating to the Corporation.

9. Closing

9.1 The closing shall take place at the Closing Time at the offices of Clark Wilson LLP in Vancouver, British Columbia, or at such other time and place as may be agreed to in writing by the Corporation and the Soliciting Dealer. At the Closing Time, provided the Minimum Subscription is obtained, the Corporation shall deliver to the Soliciting Dealer (i) a certified cheque or bank draft representing the balance of the Corporate Finance Fee and the Soliciting Dealer's Fee; (ii) a certified cheque or bank draft representing the reasonable fees and disbursements of counsel to the Soliciting Dealer, subject to the limitations set forth in Section 14.2; and (iii) a certificate or certificates representing the Soliciting Dealer's Option registered as directed by the Soliciting Dealer.

9.2 The Corporation may not reject any proposed Subscriber for Units made in compliance with the terms of the Offering, unless the number of Units subscribed for exceeds the Maximum Offering to be sold under this Agreement, (in which case subscriptions shall, in consultation with the Soliciting Dealer, be rejected or reduced) or if the acceptance thereof would not be in compliance with Securities Laws or would be contrary to the provisions hereof.

10. Conditions Precedent

10.1 The following are conditions precedent to the obligation of the Soliciting Dealer hereunder which conditions the Corporation covenants to exercise its best efforts to have fulfilled at or prior to the Closing Time and which conditions may be waived in writing in whole or in part by the Soliciting Dealer at any time. If any of the conditions are not met, the Soliciting Dealer may terminate its obligations under this Agreement without prejudice to any other remedies it may have. At the Closing Time:

- (a) the Soliciting Dealer shall have received a certificate of the Corporation, dated the Closing Date, signed on behalf of the Corporation by its Chief Executive Officer and Chief Financial Officer or such other senior officers satisfactory to the Soliciting Dealer, certifying that:
 - (i) the Corporation has complied with and satisfied all covenants, terms and conditions of this Agreement on its part to be complied with or satisfied at or prior to the Closing Time;
 - (ii) the representations and warranties of the Corporation contained herein are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time;
 - (iii) no event of a nature referred to in Section 11.1(a), (b) or (c) has occurred since the date of this agreement or to the knowledge of such officers, is pending, contemplated or threatened;
 - (iv) the Corporation has made and/or obtained, on or prior to the Closing Time, all necessary filings, approvals, consents and acceptances of applicable regulatory authorities and under any applicable agreement or document to which the Corporation is a party or by which it is bound in respect of the execution and delivery of this Agreement, the Custodial Agreement, the Warrant Indenture, the agreement pertaining to the Soliciting Dealer's Option and the consummation of the other transactions contemplated herein and therein; and
 - (v) there has been no material adverse change (actual, anticipated, contemplated or threatened (of which such officers are aware), whether financial or otherwise) to such date in its business, affairs, operations, assets, liabilities (contingent or otherwise), capital or prospects of the Corporation from that disclosed in the Circular;

and the Soliciting Dealer shall have no knowledge to the contrary;

- (b) the Corporation shall have provided to the Soliciting Dealer evidence that the Rights, the Underlying Shares and the Warrants (subject to meeting the Exchange's minimum listing requirements) have been accepted for listing, as applicable, and will be posted for trading on the Exchange within one day of the Closing Date (except with respect to the Rights, which shall be posted for trading as of December 6, 2017);

- (c) the Soliciting Dealer shall have received a legal opinion of the Corporation's counsel, addressed to the Soliciting Dealer and the Soliciting Dealer's counsel, in form and substance satisfactory to the Soliciting Dealer and its counsel, acting reasonably, with respect to such matters as the Soliciting Dealer may reasonably request relating to the Offering including, without limitation, that:
- (i) the Corporation has been incorporated and is subsisting under the laws of the jurisdiction of its incorporation and has all requisite corporate power and capacity to carry on its business as now conducted by it and to own its properties and assets and is qualified to carry on business under the laws of each jurisdiction in which the nature of its business carried on by it in such jurisdiction makes such qualification necessary;
 - (ii) the Corporation has full corporate power and capacity to issue the Rights, Warrants, Soliciting Dealer's Option and Underlying Shares and the issuance and distribution of such securities has been duly approved and authorized;
 - (iii) the Underlying Shares have been allotted and reserved for issuance and will be, when the Rights, Warrants and Soliciting Dealer's Option are exercised in accordance with their respective terms, fully paid and non-assessable Common Shares in the capital of the Corporation;
 - (iv) the Warrants will be duly created and issued;
 - (v) the Soliciting Dealer's Option will be duly created and issued;
 - (vi) the Underlying Shares have been conditionally approved for listing on the Exchange;
 - (vii) the Corporation has full corporate power and capacity to enter into this Agreement, the Warrant Indenture, the Custodial Agreement and an agreement pertaining to the Soliciting Dealer's Option, and to perform its obligations set out herein and therein, and this Agreement, the Warrant Indenture, the Custodial Agreement and an agreement pertaining to the Soliciting Dealer's Option have been duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms subject to the usual qualifications including laws relating to creditors' rights generally and except that rights to indemnity and contribution may be limited by applicable law;
 - (viii) the execution and delivery of this Agreement, the Warrant Indenture, the Custodial Agreement and an agreement pertaining to the Soliciting Dealer's Option and the fulfilment of the terms hereof and thereof by the Corporation, and the performance of and compliance with the terms of this Agreement, the Warrant Indenture, the Custodial Agreement and an agreement pertaining to the Soliciting Dealer's Option by the Corporation do not and will not result in a breach of, or constitute a 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 constitute a default under, any

applicable laws or any term or provision of the articles and by-laws or resolutions of the directors and shareholders of the Corporation of which such counsel is aware, or any indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound on the Closing Date, of which such counsel is aware;

- (ix) the form and terms of the definitive certificates representing the Rights, the Common Shares, the Warrants and the Soliciting Dealer's Option have been approved and adopted by the directors of the Corporation and comply with all legal requirements relating thereto;
- (x) all Securities Laws of the Eligible Jurisdictions and all corporate and other laws applicable to the Corporation in connection with the creation, offering, issuance and sale of the Rights, the Underlying Shares, the Warrants and the Soliciting Dealer's Option have been complied with, assuming distribution by registrants who comply with the relevant provisions of Securities Laws in the Eligible Jurisdictions;

and additionally, relating to:

- (xi) the authorized and issued capital of the Corporation; and
- (xii) the distribution of the Rights, the Underlying Shares, the Warrants and the Soliciting Dealer's Option;

and as to all other legal matters, including compliance with the Securities Laws, in any way connected with the creation, issuance, sale and delivery of the Rights, Warrants, Soliciting Dealer's Option and Underlying Shares as the Soliciting Dealer's counsel may reasonably request.

It is understood that the Corporation's counsel may rely on the opinions of local counsel acceptable to them and on certificates of officers of the Corporation as to relevant matters of fact. It is further understood that the Soliciting Dealer's counsel may rely on the opinion of the Corporation's counsel as to matters which specifically relate to the Corporation and Offering, including the creation, offering, issuance and sale of the Rights, Warrants, Soliciting Dealer's Option and Underlying Shares; and

- (d) the Corporation shall have received a legal opinion of the Corporation's counsel, addressed to the Soliciting Dealer and the Soliciting Dealer's counsel, in form and substance satisfactory to the Soliciting Dealer and its counsel, acting reasonably, with respect to the existence, authorized capital and ownership of subsidiaries of the Corporation.

11. Termination

11.1 In addition to any other remedies which may be available to the Soliciting Dealer, the Soliciting Dealer shall be entitled, at its option, to terminate and cancel its obligations under this Agreement, without any liability on its part, if prior to the Closing Time:

- (a) any order to cease or suspend trading in any securities of the Corporation, or prohibiting or restricting the distribution of the Rights, Units or the Soliciting Dealer's Option is made, or proceedings are announced or commenced for the making of any such order, by any Securities Commission or similar regulatory authority, and has not been rescinded, revoked or withdrawn;
- (b) any inquiry, action, suit, investigation (formal or informal) or other proceeding is commenced, threatened or announced or any order is issued under or pursuant to any law or there is any change of law or the interpretation or administration thereof, which, in the reasonable opinion of the Soliciting Dealer, operates or could operate to prevent or restrict trading in or distribution of the Rights, the Units (or any securities comprising the Units) or any of them;
- (c) the Corporation shall be in breach of, default under or non-compliance with any representation, warranty, covenant, term or condition of this Agreement;
- (d) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any action by government, law, regulation, inquiry or other occurrence of any nature whatsoever which, in its reasonable opinion, materially adversely affects or could materially adversely affect the financial markets or the business, operations or affairs of the Corporation taken as a whole;
- (e) the state of financial markets is such that, in its reasonable opinion, the distribution of the Units should not proceed; or
- (f) the Soliciting Dealer is not satisfied with the results of any due diligence investigations and examinations with respect to the Corporation conducted by or on behalf of the Soliciting Dealer.

Any such termination shall be effected by giving written notice to the Corporation at any time prior to the Closing Time. In the event of a termination by the Soliciting Dealer pursuant to this Section 11.1, there shall be no further liability on the part of the Soliciting Dealer or the Corporation except in respect of the payment of such of the expenses referred to in Article 14 payable by the Corporation as shall previously have been incurred and any liability of the Corporation to the Soliciting Dealer which may have arisen or may thereafter arise under Article 13.

12. Conditions

12.1 All terms and conditions of this Agreement shall be construed as conditions, and any breach of or failure to comply in any material respect with any of such terms or conditions which are for the benefit of the Soliciting Dealer shall entitle the Soliciting Dealer to terminate its obligations to solicit the exercise of the Rights by giving notice in writing to that effect to the Corporation at or prior to the Closing Time. The Soliciting Dealer may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Soliciting Dealer any such waiver or extension must be in writing.

13. Indemnity

13.1 The Corporation (the "Indemnitor") hereby agrees to indemnify and hold the Soliciting Dealer and any of its affiliates (hereinafter referred to as the "Soliciting Dealer") and the directors, officers, employees and shareholders of the Soliciting Dealer (hereinafter referred to as the "Personnel") harmless from and against any and all expenses, losses (other than loss of profits), claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Soliciting Dealer, to which the Soliciting Dealer 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 Soliciting Dealer and its Personnel hereunder or otherwise in connection with the matters referred to in this Agreement, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction shall determine that:

- (a) the Soliciting Dealer or its Personnel have been grossly negligent or have committed any fraudulent act or wilful misconduct in the course of such performance, or have breached applicable laws; and
- (b) the expenses, losses, claims, actions, damages or liabilities, as to which indemnification is claimed, were caused by the negligence, fraud, wilful misconduct or breach referred to in Section 13.1(a).

13.2 If for any reason (other than the occurrence of any of the events itemized in Section 13.1 (a) and (b) above), the foregoing indemnification is unavailable to the Soliciting Dealer or insufficient to hold them harmless, then the Indemnitor shall contribute to the amount paid or payable by the Soliciting Dealer 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 Soliciting Dealer on the other hand but also the relative fault of the Indemnitor and the Soliciting Dealer, as well as any relevant equitable considerations; provided that the Indemnitor shall, in any event, contribute to the amount paid or payable by the Soliciting Dealer as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the value of the consideration received by the Soliciting Dealer hereunder pursuant to this Agreement.

13.3 The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Soliciting Dealer by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Indemnitor and/or the Soliciting Dealer and any Personnel of the Soliciting Dealer 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 Soliciting Dealer, the Soliciting Dealer shall have the right to employ their own counsel in connection therewith, if: (i) the employment of such counsel has been authorized by the Indemnitor; or (ii) the Indemnitor has not assumed the defence and employed counsel therefore within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Indemnitor and the Soliciting Dealer or Personnel have both advised (or in the event of a

dispute between such counsel, a court of competent jurisdiction has determined) that representation of both parties by the same counsel would be inappropriate because there may be legal defences available to the Soliciting Dealer or Personnel which are different from or in addition to those available to the Indemnitor (in which event and to that extent, the Indemnitor shall not have the right to assume or direct the defence on the Soliciting Dealer's or Personnel's behalf) or that there is a conflict of interest between the Indemnitor and the Soliciting Dealer or Personnel (in which events the Indemnitor shall not have the right to assume or direct the defence on the Soliciting Dealer's or Personnel's behalf), and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Soliciting Dealer for time spent by its Personnel in connection therewith) and out-of-pocket expenses incurred by its Personnel in connection therewith shall be paid by the Indemnitor as they occur unless caused pursuant to (i) or (ii) above.

13.4 Promptly after receipt of notice of the commencement of any legal proceeding against the Soliciting Dealer or any of its Personnel or after 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 Indemnitor, the Soliciting Dealer 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.

13.5 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 Soliciting Dealer and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Soliciting Dealer and any of the Personnel of the Soliciting Dealer. The foregoing provisions shall survive the completion of professional services rendered hereunder or any termination of the authorization given hereby.

13.6 The Soliciting Dealer hereby accepts on behalf of the other Personnel of the Soliciting Dealer the Corporation's covenants under this indemnity with respect to those persons and the Soliciting Dealer agrees to act as agent and representative on behalf of such persons in connection with the enforcement of same.

13.7 The obligations of the Corporation hereunder are in addition to any liabilities which the Corporation may otherwise have to the Soliciting Dealer or any other Personnel. All obligations and liabilities hereunder of each entity included in the definition of the Corporation shall be joint and several and as a principal and not as a surety.

14. Commission, Fees and Expenses

14.1 In consideration for its services hereunder, the Corporation agrees to pay to the Soliciting Dealer:

- (a) a corporate finance fee of \$40,000, plus applicable taxes (the "**Corporate Finance Fee**"), of which a non-refundable amount of \$21,000 has been received by the Soliciting Dealer from the Corporation, and the balance of the Corporate Finance Fee shall be payable to the Soliciting Dealer at the Closing Time;

- (b) a cash commission (the “**Soliciting Dealer’s Fee**”) equal to 10% of the aggregate gross proceeds raised under the Offering, such fee shall be payable to the Soliciting Dealer at the Closing Time; and
- (c) the Corporation shall issue the Soliciting Dealer’s Option to the Soliciting Dealer at the Closing Time.

14.2 All expenses of or incidental to the issue and offering of the Units shall be borne by the Corporation, including, subject to the provisions hereof, the Soliciting Dealer’s out-of-pocket expenses, the fees and disbursements of counsel for the Soliciting Dealer and applicable taxes thereon, expenses payable in connection with the distribution of the Rights, the Units and the Soliciting Dealer’s Option in the Eligible Jurisdictions, the fees and expenses of counsel for the Corporation, the costs relating to road show meetings and presentations, listing fees, and all costs incurred in connection with the preparation, printing and delivery of the Circular. Individual expenses, excluding legal fees, exceeding \$10,000 are subject to the pre-approval of the Corporation. The Soliciting Dealer’s legal expenses in excess of \$50,000 (not including applicable taxes and disbursements) are subject to the pre-approval of the Corporation. The Corporation shall pay all invoices within 10 days of receipt thereof.

14.3 The Soliciting Dealer acknowledges receipt of the sum of \$20,000 from the Corporation, with such funds representing an advance with respect to expenses payable pursuant to Article 14.2. The Soliciting Dealer will return any portion of the \$20,000 advance not utilized by the Soliciting Dealer by the earlier of the Closing Time or the abandonment of the Offering.

15. Notice

15.1 Any notice or other communication to be given hereunder shall, in the case of notice to the Corporation, be addressed to:

Carl Data Solutions Inc.
488 – 1090 West Georgia St.
Vancouver, BC V6E 3V7

Attention: Greg Johnston, President and CEO

Email: greg@carlsolutions.com

with a copy to:

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, BC V6C 3H1

Attention: Virgil Hlus

Email: VHlus@cwilson.com

and in the case of notice to the Soliciting Dealer be addressed to:

Mackie Research Capital Corporation
1075 West Georgia Street, Suite 1920
Vancouver, BC V6E 3C9

Attention: Jovan Stupar

Email: jstupar@mackieresearch.com

with a copy to:

Miller Thomson LLP
Pacific Centre, 400 – 725 Granville Street
Vancouver, British Columbia V7Y 1G5

Attention: Kevin Sorochan

Email: ksorochan@millerthomson.com

or to such other address, telephone or fax number or to the attention of such other person as may be communicated by the Corporation to the Soliciting Dealer or by the Soliciting Dealer to the Corporation in the manner provided for in this Section 15.1.

Any such notice or other communication shall be in writing, and unless delivered personally to a responsible officer of the addressee, shall be given by courier service or email, and shall be deemed to have been received, if given by email, on the day of sending if a Business Day and prior to 4:00 p.m. (local time) and otherwise on the next Business Day, and, if given by courier service, on the day of sending if a Business Day and received by the recipient prior to 4:00 p.m. (local time) and otherwise on the next Business Day following the sending thereof.

16. Miscellaneous

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

16.2 Canadian Dollars. Unless otherwise specified hereunder, all references herein to dollar amounts are to lawful money of Canada.

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

16.4 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 neuter genders.

16.5 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 letter dated November 24, 2017.

This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

16.6 Survival. The representations, warranties, covenants and indemnities contained in this Agreement shall survive the Closing Date and shall continue in full force and effect for a period of two years from the Closing Date and shall not be limited or prejudiced by any investigation made by or on behalf of the Soliciting Dealer in connection with the Offering or the distribution of the Units.

16.7 Severability. If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

16.8 Governing Law. This Agreement is governed by the law of British Columbia, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

16.9 No Fiduciary Duty. The Corporation hereby acknowledges that (i) the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and the Soliciting Dealer and any affiliate through which it may be acting, on the other hand, (ii) the Soliciting Dealer is acting as soliciting dealer but not as fiduciary of the Corporation and (iii) the Corporation's engagement of the Soliciting Dealer in connection with the Offering and the process leading up to the Offering is as soliciting dealer and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Soliciting Dealer has advised or is currently advising the Corporation on related or other matters). The Soliciting Dealer has not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by this Agreement and the Corporation agrees that it will not claim that the Soliciting Dealer has rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Soliciting Dealer owes a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

16.10 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Soliciting Dealer and their successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

16.11 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.

16.12 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.

16.13 **Counterparts.** This Agreement may be executed in two or more counterparts and may be delivered by electronic transmission, 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.

If this letter accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by the Corporation, please communicate the Corporation's acceptance thereof by executing where indicated below and returning a signed copy of this agreement to Mackie Research Capital Corporation.

Yours very truly,

MACKIE RESEARCH CAPITAL CORPORATION

Per: /s/ Jovan Stupar
Jovan Stupar
Managing Director, Investment Banking

The undersigned hereby accepts the foregoing as of the date first above written and agrees that the foregoing accurately reflects the terms and conditions of the transaction.

CARL DATA SOLUTIONS INC.

Per: /s/ Greg Johnston
Greg Johnston
President and Chief Executive Officer