

AGENCY AGREEMENT

March 12, 2024

BIGG Digital Assets Inc.
Suite 220, 1130 West Pender Street
Vancouver, BC

Attention: Dan Reitzik, Interim Chief Executive Officer

Dear Sir:

A.G.P. Canada Investments ULC (the “**Agent**”), as lead agent and sole bookrunner, understands BIGG Digital Assets Inc. (the “**Company**”) proposes to issue and sell by way of a private placement pursuant to the listed issuer financing exemption under NI 45-106 (as defined herein), up to 33,333,333 units of the Company (individually a “**Unit**”, and collectively the “**Units**”) at a price of \$0.24 per Unit (the “**Offering Price**”) for aggregate gross proceeds to the Company of up to \$8,000,000 (the “**Offering**”), on the terms and subject to the conditions set out below.

Upon and subject to the terms and conditions set forth herein, the Company hereby appoints the Agent, and the Agent hereby agrees to act as agent to the Company to effect the Offering on a “commercially reasonable efforts” private placement basis to Purchasers (as defined herein) resident (a) in any of the Reporting Jurisdictions (as defined below), or (b) in the Selling Jurisdiction outside of Canada, where they may be lawfully sold by the Agent without (i) giving rise to any requirement under the laws of such jurisdiction to prepare and/or file a prospectus or document having similar effect; or (ii) creating any reporting or other requirement in such jurisdiction (including any ongoing compliance or continuous disclosure obligations) for the Company pursuant to the laws of such jurisdiction (other than filings, notices and fees required under applicable U.S. Securities Laws (as defined herein) for offers and sales of the Units in the United States under Rule 506(b) of Regulation D (as defined herein) in accordance with Schedule “A” hereto).

The Company agrees that the Agent is under no obligation to purchase any of the Units. The Company and the Agent agree that any offers and sales or purchases of the Units in the United States, or to or for the account or benefit of a U.S. Person (as defined herein): (a) will be made in accordance with Schedule “A”, which forms part of this Agreement; (b) will be conducted in such a manner so as not to require registration thereof under the U.S. Securities Act (as defined herein); and (c) will be conducted through the U.S. Affiliate (as defined herein), which shall be duly registered as a securities broker or dealer under the U.S. Exchange Act (as defined herein) and under the laws of each state in which such registration or qualification is required, and in compliance with all other United States federal and state securities laws as well as regulatory authority rules.

Each Unit shall be comprised of: (a) one Common Share (as defined herein) (individually a “**Unit Share**” and collectively the “**Unit Shares**”); and (b) one Common Share purchase warrant (each warrant, a “**Warrant**” and collectively the “**Warrants**”). Each whole Warrant entitles the holder thereof to purchase one Common Share (individually a “**Warrant Share**” and collectively the “**Warrant Shares**”) at an exercise price of \$0.30 per Warrant Share, subject to adjustment, at any time until 4:00 p.m. (Vancouver time) on the date that is five (5) years after the issue date of such Warrant and will have the terms set out in the Warrant Certificate representing each Warrant (the “**Warrant Certificate**”), such Warrant Certificate to be in the form agreed to by the Company and the Agent, acting reasonably.

References herein to the “**Offered Securities**” shall be references to the: Units, Unit Shares and Warrants.

The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Certificate. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Certificate, the provisions of the Warrant Certificate shall govern. No fractional Common Shares will be issued upon the due exercise of any Warrants, and no cash or other consideration will be paid in lieu of fractional shares. Holders of Warrants will not have any voting or pre-emptive rights or any other rights that a holder of Common Shares would have.

The Agent shall be entitled to appoint a soliciting dealer group consisting of other registered dealers subject to agreement by the Company, acting reasonably (each, a “**Selling Firm**”) to assist in the Offering. The Agent will be solely responsible for any all fees payable to such dealer(s), which fees shall be negotiated between the Agent and the applicable Selling Firm.

In consideration of the services to be rendered by the Agent hereunder, the Company shall pay to the Agent on the Closing Date a cash commission (the “**Cash Commission**”) in an amount equal to seven percent (7%) of the gross proceeds raised in the Offering, provided that the Cash Commission shall be reduced to three and one-half percent (3.5%) with respect to proceeds received from the sale of Units under the Offering to President’s List Purchasers (as defined herein), provided, however, that the Agent shall not be required to conduct a suitability review in respect of sales by the Company of Units to any President’s List Purchasers. In addition, the Company, on the Closing Date, shall issue Common Share purchase warrants of the Company to the Agent (the “**Broker Warrants**”), to acquire in aggregate that number of Common Shares (the “**Broker Warrant Shares**”) which is equal to seven percent (7.0%) of the number of Units sold under the Offering, provided that the number of Broker Warrants shall be reduced to two percent (2%) of the number of Units sold to each President’s List Purchasers.

The obligation of the Company to pay the Cash Commission and issue the Broker Warrants shall arise at the Closing Time against payment for the Offered Securities and the Cash Commission and Broker Warrants shall be fully earned by the Agent at that time.

In connection with the Offering, the Company shall be entitled to offer and sell to designated Purchasers (the “**President’s List Purchasers**”) on a written list (the “**President’s List**”) provided by the Company to the Agent.

The parties acknowledge that the Offered Securities, Warrant Shares, Broker Warrants and Broker Warrant Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons (as defined herein), nor may the Warrants be exercised in the United States or by or on behalf of a U.S. Person, except pursuant to exemptions from the registrations requirements of the U.S. Securities Act and the applicable Law of any state of the United States in accordance with Schedule “A” hereto.

DEFINED TERMS

In addition to the terms defined above, where used in this Agreement the following terms shall have the respective meanings set out below:

“**affiliate**”, “**distribution**”, “**material change**”, “**material fact**”, and “**misrepresentation**” have the respective meanings ascribed to such terms in the *Securities Act* (British Columbia);

“**Active Subsidiary**” means each Subsidiary that holds any assets having an aggregate value of \$10,000 or more, or which is, or within the past three (3) years has been, engaged in any business activity, and “**Active Subsidiaries**” means all of them;

“**Agent’s Expenses**” has the meaning set out in Section 10.1;

“**Agreement**” means the agreement resulting from the acceptance by the Company of the offer made by the Agent by this agreement, including the schedule hereto, as amended or supplemented from time to time;

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

“**Authorizations**” has the meaning set out in Section 3.1(m);

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

“Broker Warrant Certificate” means the certificates representing the Broker Warrants and containing the terms thereof;

“Broker Warrant Shares” means the Common Shares issuable upon the due exercise of the Broker Warrants in accordance with their terms;

“Broker Warrants” means the Common Share purchase warrants to be issued to the Agent at the Closing Time to be governed by the terms and conditions found in the Broker Warrant Certificate;

“Business Day” means a day which is not: (i) a Saturday or Sunday or (ii) a statutory or civic holiday or a day on which commercial banks are not open for business in Vancouver, British Columbia or Toronto, Ontario;

“Claims” has the meaning set out in Section 9.1;

“Closing” means the closing of the delivery of and payment for the Offered Securities;

“Closing Date” means March 12, 2024, or such other date or dates as may be agreed upon by the Company and the Agent, but in any event no later than the latest date for closing the Offering as may be prescribed pursuant to applicable securities laws or the rules and policies of any applicable stock exchange;

“Closing Time” means 5:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Company and the Agent may agree upon in writing;

“Common Shares” means the common shares in the capital of the Company;

“Company’s Counsel” means Borden Ladner Gervais LLP, counsel to the Company, and, where applicable, any other external counsel of the Company from time to time in any other jurisdiction where the Company or any of its Subsidiaries have material operations;

“Company Financial Statements” means, collectively, the audited annual financial statements and unaudited interim financial statements of the Company that are filed on the Public Record, together with the notes thereto and, in the case of the audited annual financial statements, the auditor’s report thereon;

“Company Intellectual Property” means the Intellectual Property that has been developed, or that is being developed, by or for the Company, or that is being used, or is proposed to be used, by the Company, other than Licensed Intellectual Property;

“Constating Documents” means, as applicable, the articles of incorporation, amalgamation, continuation, arrangement, as applicable, notice of articles, articles, by-laws and all amendments to such documents, or, in each case, such applicable documents of a corporation;

“CSE” means the Canadian Securities Exchange (or such other applicable stock exchange upon which its Common Shares are listed or quoted);

“Developers” has the meaning set out in Section 3.1(qq);

“Employee Plans” has the meaning set out in Section 3.1(tt);

“Engagement Letter” means the engagement letter dated January 30, 2024 between the Agent and the Company;

“Governmental Authority” means any (i) multinational, federal, provincial, state, municipal, local or other governmental or public authority, body, department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above, and includes the Securities Commissions;

“**IFRS**” means International Financial Reporting Standards;

“**Indemnified Parties**” has the meaning set out in Section 9;

“**Intellectual Property**” means domestic and foreign: (a) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (b) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (c) copyrights, copyright registrations and applications for copyright registration; (d) mask works, mask work registrations and applications for mask work registrations; (e) designs, design registrations, design registration applications and integrated circuit topographies; (f) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (g) software; and (h) any other intellectual property and industrial property;

“**Laws**” means any and all applicable laws, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws or judgments, orders, decisions, rulings or awards of any Governmental Authority, binding on or affecting the person referred to in the context in which the word is used;

“**Licensed Intellectual Property**” means the Intellectual Property owned by any person other than the Company and which the Company licenses or uses;

“**Lock-Up Agreement**” has the meaning set out in Section 2.1(n);

“**Material Adverse Effect**” means any event or change that, individually or in the aggregate with other events or changes, is or would reasonably be expected to be, materially adverse to the business, affairs, operations, assets, properties, prospects, liabilities (contractual, contingent or otherwise), capital, earnings and financial condition of the Company; provided that a Material Adverse Effect shall not include an adverse effect resulting from a change (i) that arises out of a matter that has been publicly disclosed prior to the date of this Agreement; (ii) that results from general economic, financial, currency exchange, interest rate or securities market conditions in Canada or the United States; or (iii) that is a direct result of any matter permitted by this Agreement or consented to in writing by the applicable party;

“**Material Contract**” has the meaning set out in Section 3.1(i)(i);

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 45-106**” means National Instrument 46-106 – *Prospectus Exemptions*;

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

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Treasury Department;

“**Offering Document**” means the offering document of the Company dated March 4, 2024 prepared and published pursuant to Part 5A – *Listed Issuer Financing Exemption* of NI 45-106 on March 4, 2024 in connection with the Offering;

“**person**” includes an individual, a corporation, a partnership, a trust, a trustee, a joint venture, a syndicate, a sole proprietorship, other bodies corporate, an unincorporated organization, a union, a regulatory body or any agency thereof, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;

“**Preferred Share**” has the meaning set out in Section 3.1(bb);

“**President’s List**” means a list of Purchasers provided by the Company to the Agent;

“**President’s List Purchaser**” means a Purchaser designated by the Company as belonging to the President’s List;

“**Public Record**” means all information filed by or on behalf of the Company with the Canadian Securities Commissions, in compliance, or intended compliance, with Securities Laws and publicly available on SEDAR+ under the Company’s profile at www.sedarplus.ca;

“**Purchasers**” means the persons who, as purchasers, acquire the Units by duly completing and delivering an SPA;

“**Qualified Institutional Buyer**” means a “qualified institutional buyer”, as such term is defined in Rule 144A under the U.S. Securities Act, that is also a U.S. Accredited Investor;

“**Registered Intellectual Property**” means all Company Intellectual Property that is the subject of registration for Intellectual Property or applications for such registration;

“**Regulation D**” means Regulation D promulgated under the U.S. Securities Act;

“**Regulation S**” means Regulation S promulgated under the U.S. Securities Act;

“**Regulatory Authority**” means any Governmental Authority authorized under applicable Laws as having jurisdiction over the Company or its activities;

“**Reporting Jurisdictions**” means the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador;

“**Securities Commissions**” means, collectively, the securities commissions or similar Regulatory Authorities in the Selling Jurisdictions;

“**Securities Laws**” means, as applicable, all applicable securities Laws in each of the Selling Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

“**Selling Jurisdictions**” means collectively, the Reporting Jurisdictions, the United States and such other jurisdictions outside of Canada and the United States as agreed to by the Agent and the Company;

“**SPA**” means a securities purchase agreement entered into between the Company and each U.S. or offshore Purchaser or a subscription agreement entered into between the Company and each Canadian Purchaser, in each case to take up and purchase Units pursuant to the Offering and in compliance with applicable securities laws;

“**Subsidiary**” means any material operating subsidiary of the Company and shall, where applicable, also include any direct or indirect subsidiary of the Company formed between the date hereof and the Closing Date;

“**Systems**” has the meaning set out in Section 3.1(iii);

“**Taxes**” means all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto;

“**to the knowledge of the Company**”, “**the Company’s knowledge**”, “**of which the Company is aware**” and similar phrases, mean, in respect of each representation and warranty or other statement which is qualified by such phrases, that such representation and warranty or other statement is being made based upon the collective actual knowledge of the Chief Executive Officer and the Chief Financial Officer, after reasonable enquiry;

“**Transfer Agent**” means Computershare Trust Company of Canada or such other duly appointed transfer agent for the Common Shares from time to time;

“**U.S. Accredited Investor**” means an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

“**U.S. Affiliate**” means an Agent’s duly registered broker dealer affiliate or chaperone in the United States;

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

“**U.S. Institutional Accredited Investor**” means a U.S. Accredited Investor within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) of Regulation D under the Securities Act;

“**U.S. Person**” means a “U.S. person” as such term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

“**U.S. Purchaser**” mean a purchaser who is, or purchased for the account or benefit of, a person in the United States or a U.S. Person;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;

“**U.S. Securities Laws**” means the United States federal securities laws, including, without limitation, the U.S. Securities Act and the U.S. Exchange Act and the rules and regulations promulgated thereunder and as may be amended from time to time, and applicable U.S. state securities laws; and

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

TERMS AND CONDITIONS

1. THE OFFERING

1.1 **Sale on Exempt Basis.** The Agent shall use commercially reasonable efforts to arrange for the purchase of the Units which comprise the Offering:

- (a) in any of the Reporting Jurisdictions on a private placement basis pursuant to the listed issuer financing exemption in Part 5A of NI 45-106 and in compliance with applicable Securities Laws;
- (b) in the United States or for the account or benefit of a U.S. Person through the U.S. Affiliate pursuant to exemptions from registration requirements of Regulation D; and
- (c) such other jurisdictions outside of Canada and the United States as may be agreed upon between the Company and the Agent, on a private placement basis in compliance with all applicable Securities Laws of such other jurisdictions provided that no prospectus, registration statement or similar document is required to be filed in such jurisdiction, no registration or similar requirement would apply with respect to the Company in such other jurisdictions and the Company does not thereafter become subject to on-going continuous disclosure obligations in such other jurisdictions.

1.2 **Filings.** The Company undertakes to file or cause to be filed all forms or undertakings required to be filed by the Company in connection with the issue and sale of the Units such that the distribution of the Units on the terms and conditions set forth herein may lawfully occur without the necessity of filing a prospectus or offering memorandum (other than the Offering Document) in Canada, the United States or elsewhere or a comparable document in any other jurisdiction (but on terms that will permit the Units acquired by the Purchasers in the Selling Jurisdictions to be sold by such Purchasers and the Agent in the Selling Jurisdictions

subject to, and in compliance with, applicable hold periods and other restrictions under applicable Securities Laws). The Agent undertakes to cause Purchasers to complete and deliver to the Company (and it shall be a condition of closing in favour of the Company that the Purchasers complete and deliver to the Company) any forms required by applicable Securities Laws and by the CSE in connection with the Offering. All fees payable in connection with such filings under applicable Securities Laws shall be at the expense of the Company.

- 1.3 **No Offering Memorandum.** Neither the Company nor the Agent shall: (i) other than the Offering Document, provide to prospective Purchasers any document or other material or information that would constitute an offering memorandum or future oriented financial information within the meaning of applicable Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Units, including causing the sale of the Units to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Units whose attendees have been invited by general solicitation or advertising.

2. COVENANTS

- 2.1 The Company hereby covenants to the Agent and to the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the Offering, that the Company shall:
- (a) allow the Agent and its affiliates or representatives to conduct all due diligence regarding the Company which the Agent may reasonably require to be conducted prior to the Closing Date. Without limiting the scope of the due diligence inquiry the Agent may conduct, the Company shall use its commercially reasonable efforts to make available its directors, senior management, auditors and counsel to answer any questions which the Agent may reasonably have and to participate in one or more due diligence sessions to be held prior to the Closing Time;
 - (b) commencing on the date hereof and continuing until the date that is 24 months following the Closing Date, use commercially reasonable efforts to maintain its status as a “reporting issuer” under the Securities Laws of Canada not in default of any requirement of such Securities Laws; provided that this covenant shall not prevent the amalgamation, arrangement, merger or other sale of the Company (or all or substantially all of its assets), including any take-over bid, and any associated ceasing by the Company to be a “reporting issuer”;
 - (c) commencing on the date hereof and continuing until the date that is 24 months following the Closing Date, use commercially reasonable efforts to maintain the listing of the Common Shares on the CSE or another recognized stock exchange or quotation system; provided that this covenant shall not prevent the amalgamation, arrangement, merger or other sale of the Company (or all or substantially all of its assets), including any take-over bid, and any associated delisting of the Company from the CSE or other recognized stock exchange or quotation system;
 - (d) duly execute and deliver any certificates or uncertificated forms representing the Unit Shares, Warrants and Broker Warrants at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;
 - (e) provided that the Offering is completed, not, directly or indirectly, issue, sell or offer, or agree to or announce any intention to, issue, sell or offer, any additional equity or quasi-equity securities for a period of 90 days from the Closing Date without prior written consent of the Agent, such consent not to be unreasonably withheld or delayed, except to the extent that the foregoing is in conjunction with: (i) the Offering and the issuance of the Warrants Shares upon the exercise of the Warrants; (ii) the grant or exercise of stock options and other similar security-based issuances pursuant to any stock option plan or similar share compensation arrangements of the Company in place prior to the Closing Date; (iii) any transaction with an arm’s length third party whereby the Company directly

- or indirectly acquires shares or assets of a business; or (iv) the issuance, exchange, transfer, conversion or exercise of rights of existing outstanding securities or existing commitments;
- (f) use commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions required to be fulfilled by it in Section 6;
 - (g) ensure that, at the Closing Time, the Unit Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Company on payment of the Offering Price for the Units;
 - (h) ensure that, at the Closing Time, the Warrants shall be validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in the Warrant Certificate;
 - (i) ensure that, at all times prior to the expiry of the Warrants and Broker Warrants, a sufficient number of Warrant Shares and Broker Warrant Shares are allotted and reserved for issuance upon the due exercise of the Warrants or Broker Warrants, as applicable, in accordance with their terms;
 - (j) ensure that the Warrant Shares, upon the due exercise of the Warrants and Broker Warrant Shares, upon the due exercise of the Broker Warrants, each in accordance with their terms, shall be duly issued as fully paid and non-assessable Common Shares on payment of the exercise price therefor;
 - (k) ensure that the Unit Shares, the Warrant Shares and the Broker Warrant Shares are listed and posted for trading on the CSE upon their respective dates of issuance;
 - (l) subject to applicable Law, obtain the prior approval of the Agent, acting reasonably, as to the content and form of any press release relating to the Offering; and
 - (m) use the net proceeds of the Offering as set out in the Offering Document; and
 - (n) the Company will use commercially reasonable efforts to cause each of its directors and executive officers to enter into lock-up agreements (each, a “**Lock-Up Agreement**”) in favour of the Agent from each of the directors and executive officers of the Company in the form of Schedule “C” hereto, evidencing such director’s or executive officer’s agreement not to, subject to certain exceptions, without the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed, offer, sell or resell any Common Shares or financial instruments or securities convertible into or exercisable or exchangeable for Common Shares held by it or agree to or announce any such offer or sale (or intention to offer or sell) for a period of 60 days following the Closing Date.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 The Company represents and warrants to the Agent and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in entering into this Agreement and purchasing the Units, that:

- (a) the Company is duly organized and validly existing under the Laws of British Columbia, and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Company;
- (b) the Company is duly qualified to carry on its business in each jurisdiction in which it conducts any material business activities or in which the ownership, leasing or operation of any its material Assets or Properties requires such qualification and has all requisite corporate power, capacity and authority to conduct its business and own, lease and operate its Assets and Properties and to execute, deliver and perform its obligations under this Agreement and the Warrant Certificate to which it is or will be a party, and under any other document, filing, instrument or agreement delivered in connection with the Offering;

- (c) other than the Subsidiaries, the Company has no direct or indirect subsidiaries or any investment or proposed investment in any person which would otherwise be material to the business and affairs of the Company on a consolidated basis;
- (d) Except for TerraZero Metaverse Services LLC which is partial owned by Seed Mena Businessmen Services LLC, the Company is the direct or indirect registered and beneficial owner of all of the issued and outstanding shares and other voting securities of each Subsidiary, in each case, free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, and no person, firm, corporation or entity has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Company or any Subsidiary of any of the shares or other securities of any Subsidiary;
- (e) each Active Subsidiary is a corporation incorporated, amalgamated, continued or organized and validly existing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization and has all requisite power, capacity and authority to carry on its business as now conducted in each of the jurisdictions in which it carries on any material business activity, and to own, lease or operate its material Assets or Properties, and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of such Active Subsidiaries;
- (f) this Agreement and the Warrant Certificates have been duly authorized by all necessary corporate action on the part of the Company and constitutes valid obligations of the Company legally binding upon the Company, enforceable in accordance with its terms, subject to the fact that enforceability may be affected by bankruptcy, insolvency, arrangement, liquidation, moratorium, reorganization or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally, by general principles of equity, including the fact that equitable remedies (such as specific performance and injunctive relief) may only be awarded in the discretion of a court, applicable statutes of limitations and that the ability to sever unenforceable terms may be limited by applicable Law;
- (g) at the Closing Time, all necessary corporate action will have been taken by the Company to allot and authorize the issuance of the Unit Shares and, when issued and delivered by the Company pursuant to the terms hereof, the Unit Shares will be validly issued as fully paid and non-assessable shares in the capital of the Company;
- (h) at the Closing Time, all necessary corporate action will have been taken by the Company to create and issue the Warrants and Broker Warrants and, upon the due exercise of the Warrants or Broker Warrants, as applicable, in accordance with their terms, the Warrant Shares and Broker Warrant Shares will be validly issued as fully paid and non-assessable shares in the capital of the Company on payment of the exercise price therefor;
- (i) the execution and delivery of this Agreement, the Warrant Certificates, and the Broker Warrant Certificates, the performance by the Company of its obligations hereunder or thereunder, including the offer, issue and sale of the Units, Unit Shares, the Warrants, the Warrant Shares, Broker Warrants and Broker Warrant Shares and the consummation of the transactions contemplated hereby and thereby do not and will not:
 - (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) any statute, Rule or Regulation applicable to the Company or any Subsidiary, including applicable Securities Laws; (B) the Constatng Documents or resolutions of the Company or any Subsidiary; (C) any agreement, material mortgage, lease, note, indenture, contract, commitment, joint venture, partnership, instrument or other document, to which the Company or any Subsidiary is a party or their Assets and Properties are bound (each a "**Material Contract**"); or (D) any judgment, decree or order binding the Company or its

Assets and Properties or any Subsidiary or its Assets and Properties; or except, in the case of clauses (C) and (D) above, for such breach, violation or default which has not had and would not reasonably be expected to have a Material Adverse Effect; or

- (ii) affect the rights, duties and obligations of any parties to any Material Contract, nor give a party the right to terminate any Material Contract by virtue of the application of terms, provisions or conditions in such Material Contract, except as would not reasonably be expected to have a Material Adverse Effect;
- (j) neither the Company nor any Active Subsidiary is in violation of its Constatng Documents;
- (k) except as set out herein or in the Public Record, the Company and each Active Subsidiary: (i) is and at all times has been in material compliance with all applicable Laws; (ii) has not received any correspondence or notice from any Governmental Authority alleging or asserting non-compliance with any applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits, qualifications, consents and supplements or amendments thereto required by any such applicable Laws (collectively, “**Authorizations**”); (iii) possesses all Authorizations reasonably required for the conduct of its business, and such Authorizations are valid and in full force and effect and the Company is not in violation of any term of any such Authorization, other than instances of minor non-compliance that would not result in a Material Adverse Effect; (iv) has not received notice of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Company is in violation of any applicable Laws or Authorizations and has no knowledge or reason to believe that any such Governmental Authority or third party is considering any such claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action that would result in a Material Adverse Effect; (v) has not received notice that any Governmental Authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any material Authorizations and/or will not grant any required Authorization and have no knowledge or reason to believe that any such Governmental Authority is considering such action; and (vi) has, or has had on its behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any applicable Laws or Authorizations except where the failure to file, declare, obtain, maintain or submit, individually or in the aggregate, could not reasonably be expected to adversely impact the Company’s business, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission);
- (l) the Company is not aware of any applicable Law or governmental position or change in applicable Law or change in governmental position which it anticipates may cause its business to be affected in an adverse and material manner;
- (m) no default exists under and no event has occurred which, after notice or lapse of time or both, or otherwise, constitutes a default under or breach, by the Company, any Active Subsidiary, or any other person, of any obligation, agreement, covenant or condition contained in any Material Contract to which the Company or any Active Subsidiary is a party, which default, event or breach would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or that would require disclosure under Securities Laws and has not been so disclosed;
- (n) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Common Shares or any other security of the Company has been issued or made by any Securities Commission or stock exchange or any other regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated or threatened by any such authority or under any applicable Securities Laws;

- (o) the Unit Shares, Warrants and Warrant Shares issuable upon the due exercise of the Warrants have been duly authorized and validly allotted and reserved for issuance upon exercise or conversion of the Warrants will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Company;
- (p) at the Closing Time, the Common Shares are listed and posted for trading on the CSE and the Company has taken no action designed to, or likely to have the effect of, delisting the Common Shares from the CSE, nor has the Company received any written notification that the CSE is contemplating terminating such listing and all necessary consents, approvals or conditional approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the execution and delivery of this Agreement and the Warrant Certificates and the consummation of the transactions contemplated hereby and thereby including the issuance and sale of the Units, Unit Shares, the Warrants and the Warrant Shares will have been made or obtained by the Company from the CSE to ensure that, subject to fulfilling the standard listing conditions of the CSE, the Unit Shares will be listed and posted for trading on the CSE upon their issuance;
- (q) except as disclosed in the Public Record, no Material Adverse Effect has occurred since December 31, 2022;
- (r) other than disclosed in the Public Record, neither the Company nor any Subsidiary is currently party to any agreement in respect of: (i) the purchase of any Assets or Properties material to the business of the Company, or any interest therein, or the sale, transfer or other disposition of any material Assets and Properties or any interest therein currently owned, directly or indirectly, by the Company or any Active Subsidiary whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of the Company or any Active Subsidiary (whether by sale or transfer of shares or sale of all or substantially all of the Assets and Properties of the Company or the Active Subsidiary or otherwise);
- (s) the Company Financial Statements (i) have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein, (ii) present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of the Company and the Subsidiaries on a consolidated basis as at such dates and the results of its operations and its cash flows for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company and the Subsidiaries on a consolidated basis in accordance with IFRS, (iii) have been audited (in the case of the annual financial statements comprising the Company Financial Statements) by independent public accountants within the meaning of applicable Securities Laws and the rules of the Chartered Professional Accountants of Canada, and there has been no change in accounting policies or practices of the Company since December 31, 2022 except as disclosed in the Company Financial Statements; and (iv) did not contain any misrepresentations as of the respective dates of such information or statements. Except as set out in the Company Financial Statements or as incurred in the ordinary course of business since December 31, 2022 and as would not individually or on the aggregate have a Material Adverse Effect, the Company does not have any outstanding indebtedness or any liabilities or obligations, whether accrued, absolute, contingent or otherwise as of the date of the applicable financial statements;
- (t) there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or the Subsidiaries with unconsolidated entities and there are no other material liabilities of the Company or the Subsidiaries (absolute, accrued, contingent or otherwise), except as disclosed in the Company Financial Statements or incurred in the ordinary course of business since the date of the last interim Company Financial Statements;
- (u) except as disclosed in the Company Financial Statements, the Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that, (i) transactions are executed in accordance with management's general or specific authorization, and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and

to maintain accountability for assets. The Company is in compliance with the certification requirements under National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* with respect to the Company's annual and interim filings with the Securities Commissions;

- (v) all Taxes due and payable by each of the Company and the Subsidiaries have been paid, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Company and each Active Subsidiary have been filed with all appropriate Governmental Authority and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Company but except as set out in the Public Record, no examination of any tax return of the Company or a Subsidiary is currently in progress and there are no disputes outstanding with any Governmental Authority respecting any Taxes;
- (w) neither the Company nor any of the Subsidiaries have (i) made an assignment in favour of its creditors nor a proposal in bankruptcy to their respective creditors or any class thereof, nor has any petition for a receiving order been presented in respect of them, or (ii) initiated proceedings with respect to a compromise or arrangement with their respective creditors or for their winding up, liquidation or dissolution. No receiver has been appointed in respect of the Company or any Subsidiary or any of their respective Assets and Properties and no execution or distress has been levied upon any of their Assets and Properties;
- (x) no outstanding indebtedness of the Company or any of its Subsidiaries to any third party has become repayable before its stated maturity date, nor has any security in respect of such indebtedness become enforceable, by reason of default by the Company or any of its Subsidiaries and no event has occurred or is, to the best of the Company's knowledge, impending which, with the lapse of time or the fulfillment of any condition or the giving of notice or the compliance with any other formality may result in any such indebtedness becoming so repayable or any such security becoming enforceable and, so far as the Company is aware;
- (y) the Company and the Subsidiaries have each established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets of the Company and the Subsidiaries that are material, and there are no audits pending of the tax returns of the Company (whether federal, state, provincial, local or foreign) and, except as set out in the Public Records, there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, individually or in the aggregate, if determined adversely, would require disclosure under IFRS or Securities Laws or result in the assertion by any Governmental Authority of any deficiency that would result in a Material Adverse Effect;
- (z) KPMG LLP are independent auditors with respect to the Company as required under Securities Laws and there has never been a "**disagreement**" or "**reportable event**" (within the respective meanings of NI 51-102) or any former auditors of the Company;
- (aa) the audit committee's responsibilities and composition comply with National Instrument 52-110 – *Audit Committees*;
- (bb) the authorized capital of the Company consists of an unlimited number of Common Shares without par value and an unlimited number of preferred shares (each, a "**Preferred Share**") without par value, of which, as of the date hereof, 321,897,487 Common Shares and nil Preferred Shares were issued and outstanding. All of the issued and outstanding shares of the Company have been duly and validly issued as fully paid and non-assessable, none of the outstanding shares of the Company were issued in violation of any pre-emptive or similar rights of any securityholder of the Company and no holder of outstanding shares in the capital of the Company is entitled to any pre-emptive or any similar rights to subscribe for any shares or other securities of the Company or any Subsidiary;

- (cc) the Company has not declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of the Common Shares and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do so or otherwise effected any return of capital with respect to such securities;
- (dd) no person has any agreement, option, right or privilege (contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued Common Shares or other securities of the Company or any Subsidiary or any other security convertible into or exchangeable for any such shares or securities, or to require the Company or any Subsidiary to purchase, redeem or otherwise acquire any of the outstanding securities in the capital of the Company or any Subsidiary, except as disclosed in the Public Record in respect of the Company;
- (ee) except as disclosed in the Public Record, to the knowledge of the Company, no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Company or any Subsidiary;
- (ff) at the Closing Time, no rights to acquire, or instruments convertible into or exchangeable for, any Common Shares in the capital of the Company will be outstanding and no person has any agreement, option, right or privilege (contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any interest in the Common Shares or other securities of the Company, other than in respect of (i) incentive stock options issued or issuable under the Company's equity incentive plan; (ii) securities issued pursuant to the Offering; and (iii) any other rights, warrants or options as disclosed in the Public Record;
- (gg) except as disclosed to the Agent, no legal or governmental actions, suits, judgments, investigations or proceedings are pending to which the Company or any Subsidiary, or to the knowledge of the Company, the directors, officers or employees of the Company or a Subsidiary are a party or to which the Assets and Properties of the Company or a Subsidiary is subject and, to the knowledge of the Company, no such proceedings have been threatened against or are pending with respect to the Company or any Subsidiary, or with respect to their Assets and Properties and none of the Company or any Subsidiary is subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would require disclosure under Securities Laws and has not been so disclosed or could reasonably be expected to have a Material Adverse Effect;
- (hh) except as disclosed in the Public Record, other than liens arising in the ordinary course of business, which, individually or in the aggregate, do not and will not have a Material Adverse Effect, the Company and each Subsidiary owns or has the right to full use of all Assets and Properties owned or used in its business free and clear of any actual, pending or, to the knowledge of the Company, threatened claims, liens, charges, options, set-offs, free-carried interests, royalties, encumbrances, security interests or other interests whatsoever;
- (ii) all contracts to which the Company and/or any Active Subsidiary is a party are, to the knowledge of the Company, in full force and effect and are valid and enforceable by and against the Company or the Active Subsidiary, as the case may be, in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally, and except as limited by the application of equitable principals when equitable remedies are sought, applicable statutes of limitations and by the fact that the ability to sever unenforceable terms may be limited by applicable Laws, and none of the Company or any Active Subsidiary is in material default or breach of any such contract;
- (jj) the Company and/or each Subsidiary is the legal and beneficial owner of, has good and marketable title to, and owns all right, title and interest in all Company Intellectual Property, free and clear of all encumbrances, charges, covenants, conditions, options to purchase and restrictions or other adverse claims or interests of any kind or nature and the Company has no knowledge of any claim

of adverse ownership in respect thereof. No consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Company Intellectual Property;

- (kk) with respect to all Licensed Intellectual Property, the Company's license or other rights to use or exploit such Licensed Intellectual Property are sufficient for the Company to operate its business;
- (ll) to the knowledge of the Company, the Company has not received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Company Intellectual Property or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the Company's knowledge, is there a reasonable basis for any claim that any person other than the Company has any claim of legal or beneficial ownership or other claim or interest in any Company Intellectual Property, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect;
- (mm) to the knowledge of the Company, the conduct of the business of the Company has not infringed, violated, misappropriated or otherwise conflicted with any Intellectual Property right of any person, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect;
- (nn) the Company is not a party to any action or proceeding, nor, to the knowledge of the Company, has any action or proceeding been threatened that alleges that any current or proposed conduct of its business has or will infringe, violate or misappropriate or otherwise conflict with any Intellectual Property right of any person, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect or that would require disclosure under Securities Laws and that has not been so disclosed;
- (oo) to the knowledge of the Company, no person has infringed or misappropriated, or is infringing or misappropriating, any rights of the Company in or to any Company Intellectual Property, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect;
- (pp) the Company has no Registered Intellectual Property and has not submitted an application for registration of any Registered Intellectual Property;
- (qq) to the best of the Company's knowledge, all Company Intellectual Property was created or developed only by individuals during the course of their employment with the Company or a Subsidiary, or by contractors or consultants in the course of their engagements with the Company or a Subsidiary ("**Developers**");
- (rr) to the best of the Company's knowledge, all Developers, at the time they created or developed the Company Intellectual Property, were either full-time employees of the Company or a Subsidiary or were contractors who assigned all rights in any material Company Intellectual Property, including any and all worldwide proprietary rights, to the Company or a Subsidiary pursuant to written agreements, and to the knowledge of the Company, the Developers did not incorporate any previously existing work product or other materials proprietary to the Developers or any third party in such creation or development;
- (ss) each employee benefit plan that is maintained, administered or contributed to by the Company and the Active Subsidiaries for employees or former employees of the Company and the Active Subsidiaries has been maintained in all material respects in compliance with its terms and applicable Laws. All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of the Company and the Active Subsidiaries, except as would not reasonably cause a Material Adverse Effect;

- (tt) the Public Record discloses, to the extent required by applicable Securities Laws, each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Company or any Active Subsidiary or for the benefit of any current or former director, officer, employee or consultant of the Company (the “**Employee Plans**”), each of which have been maintained in all material respects with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plans;
- (uu) no union has been accredited or otherwise designated to represent any employees of the Company or any Subsidiary and, to the knowledge of the Company, no accreditation request or other representation question is pending with respect to the employees of the Company or any Subsidiary and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the facilities of the Company or any Subsidiary and none is currently being negotiated by the Company or any Subsidiary;
- (vv) the Company and each Active Subsidiary is in compliance in all material respects with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and has not and is not engaged in any unfair labour practice;
- (ww) there has not been in the last two years and there is not currently, to the knowledge of the Company, imminent or threatened, any material labour dispute, disruption, grievance, arbitration or other conflict which could reasonably be expected to have a Material Adverse Effect on the Company;
- (xx) none of the directors, officers or employees of the Company, any person who owns, directly or indirectly, more than 10% of any class of securities of the Company or securities of any person exchangeable for more than 10% of any class of securities of the Company, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such person) with the Company which materially affects, is material to or would reasonably be expected to materially affect the Company, other than has been disclosed in the Public Record;
- (yy) the Company’s and each Active Subsidiary’s insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all requirements of applicable Law and provide insurance, including liability and product liability insurance, in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by the Company. The Company and each Active Subsidiary is not in default in any material respect with respect to the payment of any premium or compliance with any of the provisions contained in any such insurance policy and have not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which the Company or an Active Subsidiary would be required to or, in order to maintain its coverage, should give any notice to the insurers under any such insurance policy which has not been given. The Company and each Active Subsidiary has not received notice from any of the insurers regarding cancellation of such insurance policy;
- (zz) those minute books and records of the Company and each Active Subsidiary which the Company has made available to the Agent and their counsel Tingle Merrett LLP in connection with their due diligence investigation of the Company and such Active Subsidiaries for the period of examination thereof, are all of the material minute book materials and substantially all of the records of the Company and such Active Subsidiaries for that period and contain copies (or drafts thereof pending approval) of all material proceedings for that period, other than in respect of the Offering, of the shareholders, the directors and all committees of directors of the Company and each such Active Subsidiary to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Company and each such Active Subsidiary during such period that are not reflected

in such minute books and other records, other than those which are not material to the Company or those Active Subsidiaries;

- (aaa) except for the Agent, there is no person acting or purporting to act at the request of the Company, who is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement;
- (bbb) the Company and the Subsidiaries have not made any loans to, or guaranteed the obligations of, any person other than as disclosed in the Public Record;
- (ccc) all information which has been prepared by the Company relating to the Company, the Subsidiaries, their respective business, property and liabilities and made available to the Agent, and all financial, marketing, sales and operational information related to the Company and the Subsidiaries and their business provided to the Agent was as of the date of such information and is, as of the date hereof, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading and did not contain a misrepresentation;
- (ddd) except as disclosed in the Public Record, since December 31, 2022, (i) there has not been any material change in the business, affairs, business prospects, operations, revenues, capital, properties, assets or liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise), results of operations of the Company and the Subsidiaries (taken as a whole), or capital of the Company; and (ii) no transactions have been entered into by the Company other than in the ordinary course of business;
- (eee) neither the Company nor any of its Subsidiaries nor, to the best of the Company's knowledge, any employee or agent of the Company or any Subsidiary, has made any contribution or other payment to any official of, or candidate for, any federal, provincial or foreign office in violation of any law or of the character required to be disclosed in the Public Record;
- (fff) neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Company or any of its Subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any domestic government official, "foreign official" (as defined in the *U.S. Foreign Corrupt Practices Act of 1977*, as amended, and the rules and regulations thereunder (collectively, the "FCPA")) or employee from corporate funds; (iii) violated or is in violation of any provision of the FCPA, the *Corruption of Foreign Public Officials Act* (Canada) or any other applicable anti-bribery statute or regulation; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any domestic government official, foreign official or employee; and the Company and its Subsidiaries and, to the knowledge of the Company, its and their other affiliates have conducted their respective businesses, transactions, negotiations, discussions and dealings in compliance with applicable anti-bribery and anti-corruption statutes laws and regulations applicable in any jurisdiction in which they are located or conducting business and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to ensure, continued compliance therewith;
- (ggg) the operations of the Company and its Subsidiaries are, and have been conducted at all times, in compliance with applicable financial recordkeeping and reporting requirements of the *Currency and Foreign Transactions Reporting Act of 1970*, as amended, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the anti-money laundering laws of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority to which they are subject (collectively, the "Anti-Money Laundering Laws") and no action, suit or proceeding by or before any Governmental Authority or any arbitrator involving the Company or its Subsidiaries with

respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

- (hhh) neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company or its Subsidiaries is currently subject to any sanctions administered or enforced by the U.S. government (including, without limitation, the OFAC or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), Canadian government (including the Office of the Superintendent of Financial Institutions (Canada) pursuant to the *Special Economic Measures Act* (Canada)), the United Nations Security Council, the European Union, Her Majesty’s Treasury, or other relevant sanctions authority (collective, “**Sanctions**”); and the Company will not directly or indirectly use the proceeds under the Offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, or any joint venture partner or other person or entity, for the purpose of facilitating or financing the activities of or business with any person, or in any country or territory, that currently is the subject to any Sanctions or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as initial purchaser, advisor, investor or otherwise) of Sanctions;
- (iii) the Company and each Active Subsidiary has taken commercially reasonable steps to back up all material software components of the information management, technology and computer systems (the “**Systems**”) (including information used therein) used by the Company and maintained such back-ups through arrangements that are in accordance with commercially reasonable industry practice (except where such failure to make such a backup would not have a Material Adverse Effect, provided that any failure that would have been required to be disclosed under Securities Laws was so disclosed). The Systems are maintained and supported in accordance with commercially reasonable industry practices. To the knowledge of the Company, computers and data processing systems, facilities and services used by the Company are substantially free of any material defects, bugs and errors. Except to the extent that any failure to do so would not give rise to a Material Adverse Effect, all material software being used is supported by valid license and all licenses in respect of such software are, to the knowledge of the Company, in good standing in all material respects and not in default in any material respect;
- (jjj) to the extent the Company and any Active Subsidiary are reliant on third party Systems, the Company and such Active Subsidiary has conducted commercially reasonable due diligence and has concluded that such Systems are maintained and supported in accordance with commercially reasonable industry practices and that the third party has taken commercially reasonable steps to establish security plans for the Systems designed to protect against contamination, corruption, computer viruses, firewall breaches, sabotage, hacking and other software routines or hardware components that would permit unauthorized access or the unauthorized disablement, theft or erasure of the Systems;
- (kkk) except as set out in the Public Record, there have been no material written complaints relating to any improper use or disclosure of any information involving the Company or any Subsidiary, nor any material breach in the information security, cybersecurity or similar systems in respect of the Company or a Subsidiary in the past three years;
- (lll) no approval, authorization, consent or other order of, and no filing, registration or recording with, any Governmental Authority, any of the Securities Commissions or lenders to the Company is required of the Company in connection with the execution and delivery of, or with the performance by the Company of its obligations under this Agreement, except those which have been obtained or such customary post-Closing Date notice filings with Securities Commissions and the CSE;
- (mmm) the Company is, and has been for the 12 month period immediately preceding the Closing Date, a reporting issuer in each of the Reporting Jurisdictions, and is not on the list of defaulting issuers maintained by the Securities Commissions;

- (nnn) the Company has complied with Section 5A of NI 45-106 in connection with the Offering;
- (ooo) the statements set forth in the Offering Document in relation to the Offering and the Company are true and correct in all material respects and do not contain any misrepresentation;
- (ppp) with respect to forward-looking information, forecasts, budgets and projections (collectively, the “**Forward-Looking Information**”) contained in the Offering Document: (i) the Company had a reasonable basis for the Forward-Looking Information at the time of the respective filing of the Offering Document; (ii) all Forward-Looking Information is identified as such, and all such documents caution users of Forward-Looking Information that actual results may vary from the Forward-Looking Information; (iii) all future-oriented financial information and each financial outlook: (A) presents fully, fairly and correctly in all material respects the then-expected results of the operations for the periods covered thereby; and (B) is based on assumptions that are reasonable in the circumstances; and (C) is limited, in the Company’s reasonable judgment, to a period for which the information in the future-oriented financial information or financial outlook can be reasonably estimated;
- (qqq) the Company has not filed any confidential material change report which remains confidential as at the date hereof;
- (rrr) the Company is in material compliance with all timely and continuous disclosure obligations under the applicable Securities Laws. As of their respective dates, the documents forming the Public Record complied in all material respects with the requirements of the applicable Securities Laws of Canada, and none of the documents forming the Public Record, when filed, contained any misrepresentation or contained an untrue statement of a material fact, or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made, which has not been corrected by the filing on a public basis of a subsequent document which forms part of the Public Record;
- (sss) none of the Company, the Subsidiaries or, to the knowledge of the Company, the respective officers or directors thereof are aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 16 – *Civil Liability* of the *Securities Act* (British Columbia) or comparable legislation under the applicable Securities Laws of the Reporting Jurisdictions;
- (ttt) the Company is in compliance in all material respects with the policies of the CSE;
- (uuu) to form and terms of the definitive certificates representing the Unit Shares, Warrants, and Warrants Shares have been duly approved and adopted by the board of directors of the Company and the form and terms of the certificate representing the Common Shares do not and will not conflict with any applicable Laws or rules, by-laws and regulations of the CSE;
- (vvv) Computershare Trust Company of Canada has been duly appointed as the registrar and transfer agent for the Common Shares;
- (www) the Company is a “foreign private issuer” (as defined in Rule 405 under the U.S. Securities Act);
- (xxx) there are no contracts or agreements between the Company and any person granting such person the right to require the Company to file a registration statement under Securities Laws in the United States or a prospectus under Securities Laws in Canada, with respect to any securities of the Company owned or to be owned by such person; and
- (yyy) the Company has not withheld, and will not withhold from the Agent prior to the Closing Time, any material fact within its knowledge relating to the Company or the Offering.

All representations and warranties of the Company in this Section 3 made by the Company to the Agent shall also be deemed to be made for the benefit of the Purchasers as if the Purchasers were also parties hereto (it being agreed that the Agent is acting for and on behalf of the Purchasers for this purpose).

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENT

4.1 The Agent hereby represents, warrants and covenants to the Company, and acknowledges that the Company is relying upon such representations, warranties and covenants in connection with the Offering, that:

- (a) it has been duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated or formed, as the case may be and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of such Agent;
- (b) it has good and sufficient right and authority to enter into this Agreement and to complete the transactions contemplated under this Agreement and any other documents in connection with the Offering to which it is a party;
- (c) this Agreement has been duly authorized, executed and delivered by it and shall constitute a valid and binding obligation of such Agent, enforceable against it in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;
- (d) it will comply with the provisions of Schedule "A" to this Agreement;
- (e) the Agent is, and will remain so until the completion of the Offering, appropriately registered under applicable Securities Laws and the U.S. Securities Laws (by and through its U.S. Affiliate) so as to permit it to lawfully fulfill its obligations hereunder;
- (f) other than the Offering Document, the news releases regarding the Offering, each SPA and the form of Warrant Certificate, in all cases in the form approved by the Company, the Agent has not provided any marketing materials to any potential investors in connection with the Offering;
- (g) it is, and will remain until the completion of the Offering, appropriately qualified and registered under applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder, and it will not make available to prospective purchasers of Units documents or material other than the Offering Document or such other documents as form part of the Public Record filed in accordance with applicable Securities Laws in Canada;
- (h) it has complied and will comply, and shall require any Selling Firm to comply, with all applicable Securities Laws in connection with the sale of the Units, and shall offer the Units for sale to potential Purchasers directly and through Selling Firms upon the terms and conditions set out in this Agreement. Any Selling Firm appointed by the Agent shall be compensated by the Agent from its compensation hereunder;
- (i) it and its representatives (including any Selling Firms) have not engaged in or authorized, and will not engage in or authorize, activity that would constitute "directed selling efforts" under Regulation S or any form of general solicitation or general advertising in connection with or in respect of the Units in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio, television or otherwise conducted any seminar or meeting concerning the offer or sale of the Units whose attendees have been invited by any general solicitation or general advertising;

- (j) it will provide to the Company as soon as practicable following the Closing Date all information necessary to allow the Company to file with each of Securities Commissions, if required, a report of exempt distribution or any other applicable report in accordance with applicable Securities Laws within the required time frame;
- (k) it will obtain prior to the Closing Time a duly completed SPA from each Purchaser along with all other applicable forms, reports, undertakings or documentation required under applicable Securities Laws or reasonably required by the Company;
- (l) the Agent will not use, disseminate or disclose to any third party (other than the Agent's affiliates, partners, employees, agents, advisors and representatives in connection with their engagement hereunder), any confidential information of the Company or any of its Subsidiaries (whether of an operations, contractual, business, financial or marketing nature) received in connection with, or pursuant to, the transactions contemplated by this Agreement ("**Confidential Information**"), provided that the Confidential Information does not include information that: (i) is or becomes generally available to and known by the public; (ii) is or was acquired by the Agent from a third party free of any restrictions as to its disclosure; (iii) has been or is developed by the Agent without reference to the Confidential Information; (iv) is used, disseminated or disclosed with the prior written consent of the Company; (v) is disclosed pursuant to a requirement of federal, or provincial law or by any competent governmental body or securities regulatory authority or pursuant to the rules of a stock exchange; or (vi) is disclosed by the Agent in the context of enforcing its rights under this Agreement; and
- (m) The Agent meets a prospectus exemption pursuant to NI 45-106 and is acquiring the Broker Warrants pursuant to an applicable exemption as principal for its own account and not for the benefit of any other person.

5. CLOSING DELIVERIES

5.1 The sale of the Offered Securities shall be completed at Closing Time at the offices of Borden Ladner Gervais LLP in Vancouver, British Columbia or at such other place, or electronically, as the Company and the Agent may agree upon. If, at the Closing Time, the terms and conditions herein have been complied with to the satisfaction of the Agent or waived by the Agent, the Agent will deliver to the Company all completed SPAs, against delivery by the Company to the Agent of:

- (a) the Unit Shares, by way of electronic deposit or as otherwise directed by the Agent and the Warrant Certificates as directed by the Agent, against payment by the Agent or payment directly from the Purchaser(s) to the Company of the aggregate Offering Price for the Units, therefor, by electronic money transfer as directed by the Company;
- (b) payment of the Cash Commission and the Agent's Expenses referred to in Section 10 hereof;
- (c) the executed Lock-Up Agreements; and
- (d) the Broker Warrant Certificates.

The Agent may discharge its payment obligations under this Section 5 by the transfer of funds by electronic money transfer from the Agent or directly from Purchaser(s) to the Company's designated bank account, which shall be a bank account in Canada, equal to the aggregate Offering Price for the Units less the Cash Commission and the Agent's Expenses.

6. CLOSING CONDITIONS

6.1 Each Purchaser's obligation to purchase the Units at the Closing Time shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

- (a) the Agent shall have received at the Closing Time a certificate dated as of the Closing Date, signed by an appropriate officer or officers of the Company addressed to the Agent, with respect to the Constatting Documents of the Company, all resolutions of the Company's board of directors relating to the Offering, this Agreement and the transactions contemplated hereby, the incumbency and specimen signatures of signing officers in the form of a certificate of incumbency and such other matters as the Agent may reasonably request;
- (b) the Agent shall have been satisfied, in its sole discretion, with the results of its due diligence review of the Company and its business, operations and financial condition and market conditions at the Closing Time;
- (c) the Agent shall have received a certificate from the Transfer Agent as to its appointment at transfer agent of the Company and as to the number of Common Shares issued and outstanding as at a date not more than two Business Days prior to the Closing Date;
- (d) the Agent shall have received a legal opinion addressed to the Agent, in form and substance satisfactory to the Agent, acting reasonably, dated as of the Closing Date, from the Company's Counsel, or local counsel with respect to those matters governed by the laws of jurisdictions other than the jurisdictions in which it is qualified to practice, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Company, as appropriate, with respect to the matters set forth in Schedule "B" hereto;
- (e) if any Units are offered and sold to purchasers in the United States, the Agent shall have received legal opinions addressed to the Agent, in form and substance satisfactory to the Agent, acting reasonably, dated as of the Closing Date, confirming that registration under the U.S. Securities Act is not required in connection with the offer and sale of the Units, provided such offers and sales are made in compliance with Schedule "A" to this Agreement and provided further that it being understood that no opinion is expressed as to any subsequent resale of any Unit Shares, Warrants, Warrant Shares or Broker Warrant Shares;
- (f) the Agent shall have received a certificate of status (or the equivalent) with respect to the jurisdiction in which the Company and each material Active Subsidiary is incorporated, amalgamated or continued, as the case may be;
- (g) the Agent shall have received a consolidated list published by Canadian Securities Commissions evidencing that the Company is a reporting issuer in each of the Reporting Jurisdictions and is not in default of any of the provisions therein; and
- (h) the Agent shall have received such other documents as the Agent reasonably requested at and prior to the Closing Time, in each case in a form customary for transactions similar in nature to the Offering and in a form satisfactory to the Agent, acting reasonably.

7. TERMINATION EVENTS

7.1 In addition to any other remedies which may be available to the Agent in respect of any default, act or failure to act, or non-compliance with the terms of this Agreement by the Company, the Agent shall be entitled to terminate its obligations hereunder and the obligations of the Purchasers in relation to the Offering by written notice to that effect given by the Agent to the Company at or prior to the Closing Time if:

- (a) there shall have occurred any material change in relation to the Company or a change in any material fact or a new material fact shall arise which would be expected to have an adverse change or effect on the business, affairs, prospects or financial condition of the Company or on the market price or the value of the securities of the Company (including the Units);

- (b) the Agent is not satisfied, in its sole discretion, with its due diligence review and investigations of the Company;
- (c) the state of the financial markets in Canada or elsewhere where it is planned that the Agent would market the Units is such that in the sole opinion of the Agent, acting reasonably, it would be impractical or unprofitable to offer or continue to offer the Units for sale;
- (d) there should develop, occur or come into effect any event, action, state, condition or major financial occurrence of national or international consequence to the extent that there is any material adverse development related thereto after the date hereof or similar event or the escalation thereof, accident, act of terrorism, public protest, governmental law or Regulation which in the sole opinion of the Agent, acting reasonably, adversely and materially affects or may adversely and materially affect the financial markets or the business, affairs, prospects or financial condition of the Company or the market price or value or marketability of the securities of the Company (including the Units);
- (e) there is an inquiry or investigation (whether formal or informal) by any regulatory authority in relation to the Company or any one of their respective officers or directors, or any of their principal shareholders;
- (f) the Company is in breach of a term, condition or covenant of the Engagement Letter or this Agreement, or any representation or warranty given by any of such companies in this letter agreement or this Agreement becomes or is false or misleading; or
- (g) any condition (including, without limitation, those contemplated in section 3 hereof) shall remain outstanding and uncompleted at any time after the time which it is required to be completed.

7.2 The Company agrees that all material terms and conditions in this Agreement shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by the Company, that it will use its commercially reasonable efforts to cause such conditions to be complied with, and any breach or failure by the Company to comply with any of such conditions shall entitle the Agent, at their option in accordance with this Section 7, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by it to purchase the Units) by notice to that effect given to the Company at or prior to the Closing Time. The Agent may waive, in whole or in part, or extend the time for compliance with, any 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 any such waiver or extension shall be binding upon the Agent only if the same is in writing and signed by all of the Agent.

7.3 Except as set out in Section 10.3 hereof, any termination under this Section 7 shall not discharge or otherwise affect any obligation or liability of the Company provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. In the event of any such termination by the Agent, there shall be no further liability on the part of the Agent to the Company or on the part of the Company to the Agent except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions prior to such termination under Sections 8, 9 and 10.

8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

8.1 All representations and warranties herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Units for a period of 18 months from the Closing Date, regardless of any investigations which may be carried out by the Agent or on its behalf and shall not be limited or prejudiced by any investigation made by or on behalf of the Agent in connection with the purchase and sale of the Units or otherwise. In this regard, the Agent shall act as trustee for the Purchasers and accept these trusts and shall hold and enforce such rights on behalf of the Purchasers. Notwithstanding the foregoing, the provisions contained in this Agreement in

any way related to indemnification obligations shall survive and continue, in full force and effect, indefinitely.

9. INDEMNITY AND CONTRIBUTION

9.1 **Indemnity.** The Company and its subsidiaries or affiliates, as the case may be, hereby agrees to indemnify and hold harmless the Agent, and each of the subsidiaries, affiliates and syndicate or selling group members and each of their respective directors, officers, employees, partners, agents and shareholders (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”), to the full extent lawful, from and against any and all expenses, losses (other than a loss of profits of such Indemnified Party), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages and liabilities, whether joint or several, (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending and/or settling any actual or threatened action, suit, proceeding, investigation or claim (collectively, the “**Claims**”) that may be made or threatened against any Indemnified Party by a third party) to which any Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as the Claims arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Company by the Indemnified Parties hereunder or otherwise in connection with the matters set out in this Agreement (including the aggregate amount paid in reasonable settlement of any Claims, provided that the Indemnified Parties 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) an Indemnified Party has been grossly negligent, or has committed willful misconduct or any fraudulent act in the course of such performance; and
- (b) the expenses, losses, claims, damages or liabilities to which the Indemnified Party makes a claim for indemnification were directly caused by the gross negligence, willful misconduct or fraud referred to in (i) immediately above.

Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including reasonable legal expenses), losses, claims and liabilities that the Indemnified Parties may incur as a result of any action or litigation that may be threatened or brought against the Indemnified Parties.

The Company agrees that in case any legal proceeding shall be brought against the Company and/or any Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or if any such entity shall investigate the Company and/or any Indemnified Party and an Indemnified Party and any of its personnel 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 this Agreement or the performance of professional services rendered to the Company by the Agent hereunder and thereunder, such Indemnified Party or its personnel shall have the right to employ its own counsel in connection therewith, provided that the Indemnified Party acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs and out-of-pocket expenses incurred by the Indemnified Party and any of its personnel in connection therewith shall be paid by the Company as they occur, provided that in no circumstances will the Company be required to pay the fees and expenses of more than one legal counsel for the Agent and any of its personnel, unless: (i) the Company and the Agent have mutually agreed to the retention of more than one legal counsel; or (ii) the Agent or any of its personnel have or any of them has been advised in writing by legal counsel that representation of all of them by the same legal counsel would be inappropriate due to actual or potential differing interests between them.

Promptly after receiving notice of a Claim against an Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Company, the Indemnified Party will notify the Company in writing of the commencement and particulars thereof, and throughout the course thereof, will provide copies of all relevant documentation to the Company and, unless the Company assumes the defence thereof (as

contemplated below), will keep the Company advised of the progress thereof and will discuss all significant actions proposed. However, the omission to so notify the Company shall not relieve the Company of any liability which the Company may have to the Indemnified Party, except and only to the extent that such failure or delay materially prejudices the defence of any legal proceeding or materially increases the liability of the Company thereunder. The Company shall, on behalf of itself and the Indemnified Party, be entitled (but not required), at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel acceptable to the Indemnified Party, acting reasonably. Upon the Company notifying the Indemnified Party in writing of its election to assume the defence and retaining counsel, the Company shall not be liable to such Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is assumed by the Company, the Company throughout the course thereof will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof and will discuss with the Indemnified Party all significant actions proposed.

Notwithstanding the foregoing paragraph, any Indemnified Party shall have the right, at the Company's expense, to employ counsel of such Indemnified Party's choice (provided that such counsel is acceptable to the Company, acting reasonably), in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Company; or (ii) the Company has not assumed the defence and employed counsel therefor within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Company has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including without limitation because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Company (in which event and to that extent, the Company shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Company and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Company shall not have the right to assume or direct the defence on the Indemnified Party's behalf).

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. No admission of liability shall be made and the Company shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

With respect to any Indemnified Party who is not a party to this Agreement, the Agent shall obtain and hold the rights and benefits of this Section 9 in trust for and on behalf of such Indemnified Party.

The indemnity and contribution obligations of the Company shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to those Indemnified Parties who are not signatories to this Agreement and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and the Indemnified Parties.

The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement and continue in full force and effect, indefinitely.

- 9.2 **Contribution.** In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 9.1 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Agent or enforceable otherwise than in accordance with its terms, the Company and the Agent shall contribute to the aggregate of all claims, expenses, costs and liabilities (including any legal expenses reasonably incurred by the Indemnified Party in connection with any claim which is the subject of this Subsection 9.2) and all losses (other than loss of profits) of a nature contemplated in this Section 9.2 in such proportions as are appropriate to reflect not only the relative benefits received by the Company on the one hand and the Agent on the other hand, but also the relative fault of the Company and the Agent, as well as any relevant equitable consideration. The Agent shall not in any event be liable to contribute, in the aggregate, any amounts in excess of such aggregate fees or any portion of such

fees actually received by the Agent pursuant to this Agreement. However, no party who has engaged in any fraud, fraudulent misrepresentation, willful misconduct or gross negligence shall be entitled to claim contribution from any person who has not engaged in such fraud, fraudulent misrepresentation, willful misconduct or gross negligence.

9.3 **Rights of Contribution in Addition to Other Rights.** The rights to contribution provided in Subsection 9.2 shall be in addition to and not in derogation of any other right to contribution which the Agent may have by statute or otherwise at law.

9.4 **Calculation of Contribution.** In the event that the Company may be held to be entitled to contribution from the Agent under the provisions of any statute or at law, and provided that the Agent has not engaged in any fraud, fraudulent misrepresentation, willful misconduct or gross negligence the Company shall be limited to contribution in an amount not exceeding the lesser of:

- (a) the portion of the full amount of the loss or liability giving rise to such contribution for which the Agent are responsible, as determined in Section 9.1 above; and
- (b) the amount of the aggregate fee actually received by the Agent from the Company under this Agreement.

9.5 **Notice.** If the Agent has reason to believe that a claim for contribution may arise, they shall give the Company notice of such claim in writing, as soon as reasonably possible, but failure to notify the Company shall not relieve the Company of any obligation which it may have to the Agent under Section 9.2, unless the Company is materially prejudiced by such failure to notify.

10. FEES AND EXPENSES

10.1 The Company shall pay all of its own expenses and fees in connection with the Offering, including, without limitation, all fees and disbursements of its legal counsel, technical consultants, and all expenses of or incidental to the creation, issue, sale or distribution of the Units, and upon the completion of the Offering, the Company will pay the following, unless otherwise agreed to between the Company and Agent (collectively, the “**Agent’s Expenses**”): (i) non-accountable expenses (the “**NAE**”) including, but not limited to, IPREO software related expenses, background check(s), marketing related expenses; and any other expenses incurred by the Agent in connection with the Offering, provided, however, that such NAE reimbursement shall not exceed US\$5,000; and (ii) all reasonable fees and expenses of the Agent’s legal counsel up to a maximum of US\$35,000 (before applicable taxes and disbursements), and any applicable taxes on the foregoing amounts.

10.2 Provided the Offering is completed, the Agent’s Expenses shall be payable by the Company immediately upon receiving an invoice therefor from the Agent and shall be payable whether or not the Offering or this Agreement is completed. At the option of the Agent, such fees and expenses may be deducted from the gross proceeds of the Offering otherwise payable by the Company on the Closing Date.

10.3 For greater certainty, it is agreed that the Company shall have no liability for the Agent’s Expenses if the Offering is not completed other than as a result of a material breach by the Company of its representations, warranties or covenants hereunder.

11. ADVERTISEMENTS

The Company acknowledges that the Agent shall have the right after Closing, at its own expense, to place such advertisement or advertisements relating to the purchase and sale of the Units contemplated herein as the Agent may consider desirable or appropriate and as may be permitted by applicable Law. The Company and the Agent each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of

the provinces of Canada or any other jurisdiction in which the Units shall be offered and sold being unavailable in respect of the sale of the Units to prospective purchasers.

12. NOTICES

12.1 Unless herein otherwise expressly provided, any notice, request, direction, consent, waiver, extension, agreement or other communication that is required to or may be given or made hereunder shall be in and shall be sufficiently given if delivered personally, or via email to such party, as follows:

(a) in the case of the Company:

BIGG Digital Assets Inc.
1130 West Pender Street, Suite 220
Vancouver, BC

Attention: Dan Reitzik, Interim Chief Executive Officer
Email: *[Redacted – Personal information]*

with a copy (for information purposes only and not to constitute notice) to:

Borden Ladner Gervais LLP
1200 Waterfront Centre, 200 Burrard St.
Vancouver, BC V7X 1T2

Attention: Julie Bogle
Email: jbogle@blg.com

(b) in the case of the Agent:

A.G.P. Canada Investments ULC
[Redacted – Personal information]

Attention: Jim Kirsch
Email: *[Redacted – Personal information]*

with a copy (for information purposes only and not to constitute notice) to:

Tingle Merrett LLP
1250, 639 5th Ave. S.W.
Calgary, Alberta T2P 0M9

Attention: Scott Reeves
Email: sreeves@tinglemerrett.com

Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by email, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after 5:00 p.m. (Vancouver time) then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.

Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

13. GENERAL

- 13.1 Except as contemplated by the terms hereof or as required by applicable Law, Rule or regulation, the Agent will hold in confidence all information of the Company received by it from the Company, except that no obligation of confidentiality shall apply to information of the Company that: (a) is in the public domain as of the date hereof or hereafter enters the public domain without a breach hereof by the Agent; (b) was known or became known by the Agent prior to disclosure thereof hereunder; (c) becomes known to the Agent from a source other than hereunder and other than by a known breach of an obligation of confidentiality owed to the Company; (d) is disclosed by the Company to a third party without restrictions on its disclosure; or (e) is independently developed by the Agent. Notwithstanding the foregoing or anything herein to the contrary, the Agent may, if requested by any Governmental Authority having jurisdiction over such entity, disclose any information of the Company without notice to or consent from the Company without causing a breach of this Agreement.
- 13.2 Time shall be of the essence of this Agreement.
- 13.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 13.4 All funds referred to in this Agreement shall be in Canadian dollars unless otherwise stated herein.
- 13.5 If any provision of this Agreement shall be adjudged by a competent authority to be invalid or for any reason unenforceable in whole or in part, such invalidity or unenforceability shall not affect the validity, enforceability or operation of any other provision of this Agreement and such void or unenforceable provision shall be severable from this Agreement.
- 13.6 The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company, the Agent and the Purchasers their respective executors, heirs, successors and permitted assigns; provided that this Agreement shall not be assignable by any party without the prior written consent of the Agent (in the case of the Company or any Purchaser) or the Company (in the case of the Agent or any Purchaser), as applicable.
- 13.7 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.
- 13.8 Except as required by law or as deemed necessary to the Company in connection with legal or regulatory proceedings, the written or verbal advice or opinions of the Agent, including any background or supporting materials or analysis, will not be publicly disclosed or referred to or provided to any third party by the Company without the prior written consent of the Agent. The Agent expressly disclaims any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any written or verbal advice or opinions or materials provided by the Agent or any unauthorized reference to the Agent or this Agreement.
- 13.9 The Company acknowledges that it has retained the Agent under this Agreement solely to provide the services set forth in this Agreement. In rendering such services, the Agent will act as an independent contractor, and the Agent owes its duties arising out of this Agreement solely to the Company and to no other person. The Company acknowledges that nothing in this Agreement is intended to create duties to the Company beyond those expressly provided for in this Agreement, and the Agent and the Company specifically disclaim the creation of any partnership, joint venture, fiduciary, agency or non-contractual relationship between, or the imposition of any partnership, joint venture, fiduciary, agency or non-contractual duties on, either party. For greater certainty, the Agent will not provide any legal, tax, accounting or

regulatory advice, either pursuant to this Agreement or otherwise. The Company will be solely responsible for engaging and instructing such legal, tax, accounting and regulatory professionals as it deems necessary for purposes of the subject matter of this Agreement.

- 13.10 Neither this Agreement nor the delivery of any advice in connection with the Offering confers upon any person or entity not a party hereto (including, without limitation, security holders, employees, creditors or any other person or entity) any rights or remedies hereunder or by reason hereof as against the Agent or the other Indemnified Parties.
- 13.11 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. Wherever the word “include,” “includes” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”. References herein to any Law shall be deemed to refer to such law as amended, re-enacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder.
- 13.12 This Agreement may be executed by any one or more of the parties to this Agreement by facsimile or electronic transmission and in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.
- 13.13 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 the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument signed by each of the Company and the Agent only.

[Signature Page Follows]

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

Yours very truly,

A.G.P. CANADA INVESTMENTS ULC

Per: (signed) "Ann McIntosh"
Name: Ann McIntosh
Title: CEO, UDP & CCO

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

DATED as of the first date written above.

BIGG DIGITAL ASSETS INC.

Per: (signed) "Dan Reitzik"
Name: Dan Reitzik
Title: Interim Chief Executive Officer

SCHEDULE “A”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule “A” to the Agency Agreement dated March 12, 2024 between BIGG Digital Assets inc. and the Agent.

Capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agency Agreement to which this Schedule “A” is annexed and of which it forms a part.

The following terms shall have the meanings indicated:

- (a) **“Accredited Investor Certificate”** means a U.S. Accredited Investor Confirmation Certificate in the form attached as Schedule “A” to the SPA for U.S. Purchasers;
- (b) **“Directed Selling Efforts”** means “directed selling efforts” as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule “A”, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Securities;
- (c) **“Foreign Issuer”** means “foreign issuer” as defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is (i) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (ii) a corporation or other organization incorporated under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (a) the majority of the executive officers or a majority of the directors are United States citizens or residents, (b) more than 50 percent of the assets of the issuer are located in the United States, or (c) the business of the issuer is administered principally in the United States;
- (d) **“General Solicitation”** and “General Advertising” means “general solicitation” or “general advertising”, as those terms are used under Rule 502(c) of Regulation D. Without limiting the foregoing, but for greater clarity, general solicitation or general advertising includes, but is not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, broadcast over radio or television, or published or broadcast via any form of electronic display, including the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (e) **“Offshore Transaction”** means an “offshore transaction” as that term is defined in Rule 902(h) of Regulation S;
- (f) **“QIB Letter”** means a Qualified Institutional Buyer Letter in the form attached as Schedule B to the SPA for U.S. Purchasers; and
- (g) **“Substantial U.S. Market Interest”** means substantial U.S. market interest as that term is defined in Rule 902(j) of Regulation S.

Representations, Warranties and Covenants of the Agent

The Agent acknowledges that the Offered Securities, Warrant Shares, Broker Warrants and Broker Warrant Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United

States, and the Offered Securities may not be offered or sold within the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States, except in accordance with an applicable exemption from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States.

The Agent, on its own behalf, and on behalf of its U.S. Affiliate, represents, warrants, covenants and agrees to and with the Company that:

1. It has not offered or sold, and will not offer or sell, at any time any Offered Securities except (a) in Offshore Transactions to persons who are not acting for the account or benefit of a U.S. Person or person in the United States in compliance with Rule 903 of Regulation S, or (b) to U.S. Purchasers as provided herein. Accordingly, none of the Agent, its affiliates (including the U.S. Affiliate) or any person acting on any of their behalf, has made or will make (except as permitted in this Schedule "A"): (i) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to any person in the United States or to, or for the account of, a U.S. Person or a person in the United States, (ii) any sale of Offered Securities to any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States, not a U.S. Person and not acting for the account or benefit of a U.S. Person or a person in the United States, or the Agent, its affiliates (including the U.S. Affiliate) and any person acting on any of their behalf, reasonably believed that such Purchaser was outside the United States, not a U.S. Person and not acting for the account or benefit of a U.S. Person or a person in the United States, or (iii) any Directed Selling Efforts.
2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities except with the U.S. Affiliate, any Selling Firm or with the prior written consent of the Company. The Agent shall require the U.S. Affiliate to agree, and each Selling Firm to agree, for the benefit of the Company, to comply with, and shall use its commercially reasonable efforts to ensure that the U.S. Affiliate and each Selling Firm complies with, the same provisions of this Schedule "A" as apply to the Agent as if such provisions applied to the U.S. Affiliate and such Selling Firm.
3. The Agent represents and warrants that all offers and sales of Offered Securities that have been or will be made by it in the United States or to, or for the account or benefit of, a U.S. Person, have been or will be made through its U.S. Affiliate and in compliance with all applicable U.S. federal and state broker-dealer requirements. If the U.S. Affiliate makes offers and sales in the United States or to, or for the account or benefit of, a U.S. Person, the U.S. Affiliate is on the date hereof, and will be on the date of each such offer and sale, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales were or will be made (unless exempted from the respective state's broker-dealer registration requirements), and a member in good standing with the Financial Industry Regulatory Authority, Inc.
4. None of it, its affiliates (including the U.S. Affiliate), or any person acting on any of their behalf has utilized, and none of such persons will utilize, any form of General Solicitation or General Advertising in connection with the offer and sale of the Offered Securities, has offered or will offer any Offered Securities in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act, or has undertaken or will undertake any action that would cause the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D to be unavailable for offers and resales of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States or the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities outside the United States.
5. Immediately prior to soliciting U.S. Purchasers, the Agent, its affiliates (including the U.S. Affiliate), and any person acting on its or their behalf had or will have reasonable grounds to believe and did or will believe that each potential U.S. Purchaser was either a Qualified Institutional Buyer or a U.S. Institutional Accredited Investor, and at the time of completion of each sale to a person in the United States or to, or for the account or benefit of, U.S. Persons, the Agent, its affiliates (including the U.S. Affiliate), and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each such U.S. Purchaser is either a Qualified Institutional Buyer or a U.S. Institutional Accredited Investor.

6. All potential U.S. Purchasers of the Offered Securities solicited by it shall be informed that the Offered Securities and Warrant Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that the Offered Securities are being offered and sold to such U.S. Purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws.
7. It agrees to deliver, through the U.S. Affiliate, to each person in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States to whom it offers to sell or from whom it solicits any offer to buy the Offered Securities an SPA for U.S. Purchasers, including the Accredited Investor Certificate attached as Schedule “A” thereto for U.S. Accredited Investors and the QIB Letter attached as Schedule B thereto for Qualified Institutional Buyers. No other written material will be used in connection with the offer or sale of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States.
8. Prior to completion of any sale of Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States, each such U.S. Purchaser thereof that is purchasing Offered Securities will be required to provide to the Agent, or the U.S. Affiliate offering and selling the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States, if applicable, an executed SPA for U.S. Purchasers, together with an executed Accredited Investor Certificate or an executed QIB Letter, as applicable. The Agent shall provide the Company with copies of all such completed SPAs and Accredited Investor Certificates and/or QIB Letters for acceptance by the Company.
9. Each offeree who is a U.S. Purchaser will be provided with a SPA, and no other written material has been or will be used in connection with offers or sales of the Units to, or for the account or benefit of, U.S. Purchasers.
10. Prior to any sale of Units to, or for the account or benefit of, U.S. Purchasers it shall cause each Purchaser thereof to sign and deliver the SPA in the form agreed upon by the Company and the Agent.
11. At least one Business Day prior to the Closing Time, it will provide the Company with a list of all Purchasers of the Units who are U.S. Purchasers. At least one Business Day prior to the Closing Time, it will provide the Company with copies of all complete and executed SPA’s for such Purchasers for acceptance by the Company.
12. At the Closing, it will, together with its U.S. Affiliate, if applicable, provide a certificate, substantially in the form of Annex 1 to this Schedule “A”, relating to the manner of the offer and sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States. Failure to deliver such a certificate shall constitute a representation by the Agent and the U.S. Affiliate, if applicable, that neither it nor anyone acting on its behalf has offered or sold Offered Securities to U.S. Purchasers.
13. None of it, any of its affiliates (including, the U.S. Affiliate) or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities.
14. Neither it, nor the U.S. Affiliate, nor any member of a Selling Firm selling the Offered Securities through the U.S. Affiliate, as is applicable, or any of its or their other affiliates, if any, receiving any part of the Cash Commission, nor any of its, the member of a Selling Firm selling Offered Securities through the U.S. Affiliate, the U.S. Affiliate’s or any of its or their other affiliates’ directors, executive officers, general partners, managing members or other officers participating in the offering of the Offered Securities (each, a “Dealer Covered Person” and, together, “**Dealer Covered Persons**”), is subject to any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a “Disqualification Event”), except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Company prior to the date hereof or, in the case of a Disqualification Event occurring after the date hereof, prior to the Closing Date. It represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for

solicitation of purchasers in connection with the sale of any Offered Securities. It will notify the Company, prior to the Closing Date, of any agreement entered into between it and any such person in connection with such sale. It will notify the Company, in writing, prior to the Closing Date, of (i) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Company and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees as at the date hereof and as at the Closing Date that:

1. The Company is, and at the Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest in the Offered Securities.
2. The Company is not, and following the application of the proceeds from the sale of the Offered Securities will not be, registered or required to be registered as an “investment company” under the United States Investment Company Act of 1940, as amended.
3. The offering of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States by the U.S. Affiliate, if applicable, is not prohibited pursuant to any court order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
4. Except with respect to offers and sales in accordance with this Agreement (including this Schedule “A”) to, or for the account or benefit of, persons in the United States or U.S. Persons that are either Qualified Institutional Buyers or U.S. Institutional Accredited Investors in reliance upon the exemption from registration available under Rule 506(b) of Regulation D, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Agent, the U.S. Affiliate, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (a) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a person in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; or (b) any sale of Offered Securities unless, at the time the buy order was or will have been originated, (i) the Purchaser is outside the United States, not a U.S. Person and not acting for the account or benefit of a U.S. Person or a person in the United States or (ii) the Company, its affiliates, and any person acting on any of their behalf reasonably believe that the Purchaser is outside the United States, not a U.S. Person and not acting for the account or benefit of a U.S. Person or a person in the United States.
5. During the period in which Offered Securities are offered for sale, none of the Company, its affiliates, or any person acting on any of their behalf (other than the Agent, the U.S. Affiliate, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has engaged in or will engage in any Directed Selling Efforts or has taken or will take any action that would cause the exemption afforded by Rule 506(b) of Regulation D or the exclusion from registration afforded by Rule 903 of Regulation S, to be unavailable for offers and sales of Offered Securities in accordance with the Agency Agreement, including this Schedule “A”.
6. Assuming the accuracy of the Purchasers’ representations and warranties set forth in their SPAs, neither the Company, nor any of its affiliates, nor any person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this Offering of the Offered Securities to be integrated with any prior or future offerings of securities by the Company for purposes of the U.S. Securities Act which would require the registration of any such securities offerings under the U.S. Securities Act.
7. None of the Company, its affiliates or any person acting on any of their behalf (other than the Agent, the U.S. Affiliate, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities in the United States or to, or for the account or benefit of, a

U.S. Person or a person in the United States by means of any form of General Solicitation or General Advertising or has taken or will take any action that would constitute a public offering of the Offered Securities in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

8. None of the Company or any of its affiliates or any persons acting on any of their behalf (other than the Agent, the U.S. Affiliate, their respective affiliates, or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or sold, or will offer or sell, (i) any of the Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States, except for offers and sales made through the Agent and the U.S. Affiliate, if applicable, in reliance on the exemption from registration under the U.S. Securities Act provided by Rule 506(b) of Regulation D; or (ii) any of the Offered Securities outside the United States or to persons excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(vi) of Regulation S or persons holding accounts excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(i) of Regulation S, except for offers and sales made in Offshore Transactions in accordance with Rule 903 of Regulation S.
9. None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Agent, the U.S. Affiliate, their respective affiliates, or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities.
10. Upon receipt of a written request from a Purchaser who is in the United States or is a U.S. Person, the Company shall make a determination if the Company is a “passive foreign investment company” (a “**PFIC**”) within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the “**Code**”), during any calendar year following the purchase of the Offered Securities by such Purchaser, and if the Company determines that it is a PFIC during such year, the Company will provide to such Purchaser, upon written request, all information that would be reasonably required to permit a United States shareholder to make an election to treat the Company as a “qualified electing fund” for the purposes of the Code.
11. None of the Company or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
12. With respect to the Offered Securities, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the Offering, any beneficial owner of 20% or more of the Company’s outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale of the Offered Securities (but excluding the Agent, its affiliates (including the U.S. Affiliate), any Selling Firm and any person acting on their behalf) (each, a “**Company Covered Person**” and, together, “**Company Covered Persons**”) is subject to any Disqualification Event, except for any Disqualification Event covered by Rule 506(d)(2) or (d)(3) of Regulation D. If any Offered Securities are being sold, the Company has exercised, or will exercise prior to the Closing Date, reasonable care to determine whether any Company Covered Person is subject to a Disqualification Event. The Company has complied or will comply prior to the Closing Date, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D and has furnished to the Agent and the U.S. Affiliate a copy of any disclosures provided thereunder. The Company is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Offered Securities. The Company will notify the Agent and the U.S. Affiliate, in writing, prior to the Closing Date, of (i) any Disqualification Event relating to any Company Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Company Covered Person.

General

The Agent (and its U.S. Affiliate) on the one hand and the Company on the other hand understand and acknowledge that the other parties hereto will rely on the truth and accuracy of the representations, warranties, covenants and agreements contained herein.

ANNEX 1 TO SCHEDULE “A”

AGENT’S CERTIFICATE

In connection with the private placement of units of BIGG Digital Assets Inc. (the “**Company**”) to, or for the account or benefit of, U.S. purchasers pursuant to an Agency Agreement dated March 12, 2024 (the “**Agency Agreement**”), A.G.P. Canada Investments ULC (the “**Agent**”) and [●], in its capacity as U.S. Affiliate, does hereby certify that:

- (a) the Offered Securities have been offered and sold by us in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States only by the U.S. Affiliate which was on the dates of such offers and sales, and is on the date hereof, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state’s broker-dealer registration requirements) and was and is a member in good standing with the Financial Industry Regulatory Authority, Inc.;
- (b) immediately prior to transmitting the SPAs to offerees in the United States or, to or for the account or benefit of, U.S. Persons or persons in the United States, we had reasonable grounds to believe and did believe that each such person was either a Qualified Institutional Buyer or a U.S. Institutional Accredited Investor, and we continue to believe that each U.S. Purchaser of Offered Securities that we have arranged is either a Qualified Institutional Buyer or a U.S. Institutional Accredited Investor on the date hereof;
- (c) all offers and sales of the Offered Securities by us in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States have been effected in accordance with all applicable U.S. federal and state broker-dealer requirements;
- (d) no Directed Selling Efforts were engaged in, no form of General Solicitation or General Advertising was used by us in connection with the offer and sale of the Offered Securities in the United States, nor have we solicited offers for or offered to sell or sold the Offered Securities by any means involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (e) prior to any sale of Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person, each such U.S. Purchaser that is purchasing Offered Securities provided an executed SPA, either an executed Accredited Investor Certificate or an executed QIB Letter, as applicable, we provided the Company with copies of all such completed and executed SPAs, Accredited Investor Certificates, and QIB Letters for acceptance by the Company; and no other written material was used in connection with the offer or sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States;
- (f) each U.S. Purchaser was provided with a SPA in the form agreed upon by the Company and the Agent, and prior to any sale of Units, or for the account or benefit of, any U.S. Purchaser, we caused each such U.S. Purchaser to complete and deliver a SPA;
- (g) neither we, nor our affiliates or any person acting on any of our behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Securities;
- (h) all purchasers who are, or purchased for the account or benefit of, persons in the United States or U.S. Persons who were offered the Offered Securities have been informed that the Offered Securities and Warrant Shares have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States; and
- (i) the offering of the Offered Securities has been conducted by us in accordance with the terms of the Agency Agreement, including Schedule “A” attached thereto.

Terms used in this certificate have the meanings given to them in the Agency Agreement (including Schedule “A” attached thereto) unless defined herein.

DATED as of this _____ day of _____, 2024.

A.G.P. CANADA INVESTMENTS ULC

[NAME OF U.S. AFFILIATE]

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

SCHEDULE "B"

OPINIONS OF COMPANY'S COUNSEL

Corporate Existence. The Company is a valid and existing company under the laws of the Province of British Columbia and is, with respect to the filing of annual reports with the Registrar of Companies for British Columbia, in good standing as of this date.

Corporate Power and Capacity to Execute and Deliver Material Agreements. The Company has all necessary corporate power and capacity to execute and deliver and to perform its obligations under the Agency Agreement and to issue the Unit Shares, Warrants and the Warrant Shares upon exercise of the Warrants.

Share Capital of Company. The authorized capital of the Company consists of an unlimited number of Common Shares and an unlimited number of Preferred Shares, of which 321,897,487 and nil, respectively, are issued and outstanding as non-assessable shares immediately prior to the issuance of the Offered Securities.

Corporate Power and Capacity to Carry on Its Business. The Company has all necessary corporate power and capacity to carry on its business as described in the Company's annual information form and to own, lease and operate its Assets and Properties.

No Contravention. The execution and delivery by the Company of each of the Offering Document, the Offshore SPAs, the Subscription Agreements, the Agency Agreement and the Warrant Certificates and the performance by it of its obligations thereunder do not breach any provisions of, or constitute a default under: (a) its Notice of Articles and Articles, or (b) the BCBCA and the regulations thereunder.

Authorization. The execution and delivery by the Company of the Agency Agreement and the Warrant Certificates and the performance by it of its obligations thereunder have been duly authorized by all necessary corporate action on the Company's part.

Enforceability. Each of the Agency Agreement and the Warrant Certificates constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

Issuance of Offered Securities. The creation and issuance of the Offered Securities has been duly authorized by all necessary corporate action on the part of the Company and on receipt by the Company of the consideration therefor, the Unit Shares will be validly issued as fully paid and non-assessable shares in the capital of the Company. The Warrant Shares have been duly reserved for issuance and will be, when issued in accordance with the due exercise of the Purchaser Warrant Certificates, issued as fully-paid and non-assessable shares in the authorized share structure of the Company.

Prospectus Exemption for Securities. The offering, sale and issuance of the Units to the Purchasers are exempt from the prospectus requirements of the Securities Laws, and the only filing, proceeding, approval, permit, consent or authorization required to be made, taken or obtained under the Securities Laws is the filing with the applicable provincial securities regulatory authorities within the prescribed time periods of the Offering Document and a report in Form 45-106 F1, as prescribed by NI 45-106, prepared and executed in accordance with applicable Securities Laws, together with the requisite filing fees.

Issuance of Underlying Securities. No prospectus is required nor are any other documents, proceedings or approvals, permits, consents or authorizations of regulatory authorities required to be filed, taken or obtained (other than those which have been filed, taken or obtained) under the Securities Laws to permit the issuance by the Company of the Warrant Shares on the exercise of the Warrants in accordance with their terms.

First Trade. The first trade by a Purchaser of the Unit Shares, Warrants or the Warrant Shares will be a distribution subject to the prospectus requirements of the Securities Laws unless:

- (a) at the time of the trade, the Company is and has been a “reporting issuer”, as defined in the Securities Laws, in a province or territory of Canada for the four months immediately preceding the trade;
- (b) the trade is not a “control distribution” as defined in National Instrument 45-102 – Resale of Securities;
- (c) no unusual effort is made to prepare the market or create a demand for the securities that are the subject of the trade;
- (d) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and
- (e) if the Purchaser is an insider or officer of the Company at the time of the trade, the Purchaser has no reasonable grounds to believe that the Company is in default of the securities legislation (as defined in National Instrument 14-101 - Definitions).

Transfer Agent. Computershare Trust Company of Canada, at its office in Vancouver British Columbia, has been duly appointed as the transfer agent and registrar of the Common Shares.

SCHEDULE "C"

FORM OF LOCK-UP AGREEMENT

(See attached)