

AGENCY AGREEMENT

November 2, 2018

Crystal Bridge Enterprises Inc.
439 Helmcken Street
Vancouver, BC
V6B 2E6

Attention: Rob Bakshi, Chief Executive Officer

Dear Mr. Bakshi:

Re: Private Placement of up to 3,200,000 Shares of Crystal Bridge Enterprises Inc.

We, Haywood Securities Inc. (the “**Agent**”), understand that Crystal Bridge Enterprises Inc. (the “**Issuer**”) proposes to sell up to 3,200,000 Shares (as defined below) at a price of \$0.11 per Share and that the Issuer wishes to appoint the Agent to distribute the Shares to purchasers (the “**Purchasers**”) who are qualified to purchase such Shares pursuant to the Exemptions (as defined below).

The additional terms and conditions of this agency are set forth below.

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized have the meanings ascribed to them below:

- (a) “**Acts**” means the securities legislation of the Offering Jurisdictions and the regulations, rules, administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable Commissions, all as amended;
- (b) “**Agent's Commission**” means the commission which is set out in Section 3.1 and which is payable by the Issuer to the Agent in partial consideration for the services performed by the Agent under this Agreement;
- (c) “**Agreement**” means this Agency Agreement as amended, amended and restated or supplemented from time to time;
- (d) “**Business Day**” means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia;
- (e) “**CDS**” means CDS Clearing and Depository Services Inc.;
- (f) “**Claims**” has the meaning ascribed to that term in Section 14.1;

- (g) **“Closing”** means the closing of the purchase and sale of the Shares;
- (h) **“Closing Date”** means the date on which the Closing occurs;
- (i) **“Closing Time”** means the time of the Closing on the Closing Date;
- (j) **“Commissions”** means the provincial securities commission or other regulatory authority in each of the Offering Jurisdictions;
- (k) **“Common Shares”** means the common shares in the capital of the Issuer;
- (l) **“Disclosure Record”** means all prospectuses, information circulars, annual information forms, Financial Statements, filing statements, management’s discussion and analysis, press releases, material change reports or other documents filed by and in respect of the Issuer with the applicable Commissions and available on SEDAR at www.sedar.com;
- (m) **“Engagement Letter”** has the meaning ascribed to that term in Section 9.1;
- (n) **“Exchange”** means the TSX Venture Exchange;
- (o) **“Exemptions”** means the exemptions from the prospectus requirements of the Acts in Canada which are outlined in Sections 2.3, 2.5 and 2.6.1 of National Instrument 45-106;
- (p) **“Financial Statements”** has the meaning ascribed to that term in Section 12.1(l);
- (q) **“Indemnified Parties”** has the meaning ascribed to that term in Section 14.1;
- (r) **“Material Change”** has the meaning defined in the Acts;
- (s) **“Material Fact”** has the meaning defined in the Acts;
- (t) **“National Instrument 45-106”** means National Instrument 45-106 - *Prospectus Exemptions* adopted by the Commissions;
- (u) **“Offering Jurisdictions”** means British Columbia and Ontario;
- (v) **“Private Placement”** means the offering of the Shares on the terms and conditions of this Agreement;
- (w) **“Proceeds”** means the gross proceeds from the sale of the Shares at the Closing plus any advance payments for expenses or on account of the Agent's Commission made by the Issuer and held by the Agent at the Closing, less:
 - (i) the Agent's Commission for such Closing; and

- (ii) the reasonable expenses of the Agent, including the fees and expenses of the Agent's legal counsel payable pursuant to Section 13, in connection with the Private Placement which have not been paid by the Issuer;
- (x) **"Purchasers"** means the purchasers of the Shares pursuant to the Private Placement;
- (y) **"Regulatory Authorities"** means the Commissions and the Exchange;
- (z) **"SEDAR"** means the system for Electronic Document Analysis and Retrieval;
- (aa) **"Shares"** means the Common Shares being offered for sale under the Private Placement;
- (bb) **"Subscription Agreements"** has the meaning ascribed to that term in Section 5.1;
- (cc) **"United States"** or **"U.S."** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (dd) **"U.S. Person"** has the meaning ascribed to that term in Regulation S; and
- (ee) **"U.S. Securities Act"** means the United States *Securities Act of 1933*, as amended.

2. APPOINTMENT OF AGENT

2.1 The Issuer appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive Agent of the Issuer and to use its best efforts to find and introduce to the Issuer potential purchasers to purchase up to 3,200,000 Shares at a price of \$0.11 per Share by way of Private Placement under the applicable Exemptions.

3. AGENT'S COMPENSATION

3.1 In consideration of the services performed by the Agent under this Agreement, the Issuer will pay to the Agent, in cash at the Closing, the Agent's Commission equal to 8.0% of the gross proceeds received by the Issuer at the Closing from the sale of the Shares to Purchasers.

3.2 The amounts paid to the Agent under this section are in addition to and not in substitution for any other commission or remuneration payable to the Agent by the Issuer under any other agreement or arrangement.

4. OFFERING RESTRICTIONS

4.1 The Agent will only offer and sell the Shares, on behalf of the Issuer, in accordance with the terms and conditions of this Agreement and in compliance with the Acts to persons who represent themselves as being:

- (a) a resident in the Offering Jurisdictions who meets the requirement of one of the Exemptions; or
- (b) a resident of a jurisdiction mutually agreed upon by the Issuer and the Agent, each acting reasonably, other than the Offering Jurisdictions, for whom an Exemption is available for the sale of Shares to such person and for whom the Issuer will not be required to prepare any documents, make any foreign filings, or take any further steps and procedures in order to permit the issue and sale of the Shares to such Purchaser in compliance with the laws of the jurisdiction in which the Purchaser is resident, provided that the Issuer will not be subject to any continuous reporting obligations in such jurisdictions as a result of the sale of such Shares.

4.2 The Issuer and the Agent acknowledge that the 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 within the United States.

5. SUBSCRIPTIONS

5.1 The Agent will use its best efforts to obtain from each Purchaser introduced by the Agent, and deliver to the Issuer, as soon as practicable but in any event at least two business days before the Closing, duly completed and signed subscriptions in the form or forms consented to by the Issuer and the Agent (the “**Subscription Agreements**”) and executed by the Purchaser, together with all other documents required under the Exemptions or by the Exchange.

6. FILINGS WITH THE REGULATORY AUTHORITIES

6.1 The Issuer will, in a timely manner, file all required documents, pay all required filing fees and undertake any other actions required by the rules and policies of the Exchange in order to obtain the acceptance of the Exchange for the issuance of the Shares.

6.2 Within the applicable time periods, the Issuer will file with the Commissions any report(s) required to be filed by the Acts, including under National Instrument 45-106, in connection with the Private Placement in the required form, and will provide the Agent's legal counsel with copies of the report or reports.

7. CLOSING

7.1 At the Closing Time, the Issuer will duly and validly cause the deposit of the Shares in uncertificated form to the CDS account of the Agent as directed by the Agent, or in a manner otherwise directed by the Agent, in writing, registered in the name of “CDS & Co.” or in such other name or names as the Agent may direct the Issuer in writing not less than 24 hours prior to such Closing Time. Alternatively, if requested by the Agent, at the Closing Time, the Issuer will duly and validly deliver to the Agent one or more definitive certificate(s) representing the Shares registered in the name of “CDS & Co.” or in such other name or names as the Agent may direct the Issuer in writing not less than 24 hours prior to such Closing Time.

7.2 In either case, if the Issuer has satisfied all of its material obligations under this Agreement, delivery by the Issuer of the Shares will be against payment by the Agent to the Issuer of the Proceeds for such portion of the Private Placement by cheque or wire transfer of immediately available funds together with a receipt signed by the Agent for such Shares and acknowledging receipt of payment of the Agent's Commission and the Agent's expenses.

8. CONDITIONS OF CLOSING

8.1 The obligations of the Agent on the Closing will be conditional upon the following:

- (a) the Issuer will be a "reporting issuer" in British Columbia, Alberta and Ontario, the Common Shares will be listed and posted for trading on the Exchange and the Issuer will not be in default of any of the requirements of the Acts in Canada or any of the administrative policies or notices of the Exchange;
- (b) the Issuer will have delivered to the Agent and its legal counsel favourable opinions of the Issuer's Canadian legal counsel, dated as of the date of such Closing, in such form as is acceptable to the Agent and its legal counsel as to all legal matters reasonably requested by the Agent relating to the creation, issuance and sale of the Shares;
- (c) the Issuer will have delivered to the Agent and its legal counsel a certificate of the Issuer, dated as of such date requested by the Agent and signed by the Chief Executive Officer and the Chief Financial Officer of the Issuer, or by such other officers approved by the Agent, certifying certain facts specified by the Agent and relating to the Issuer and its affairs;
- (d) the Issuer will have delivered to the Agent and its legal counsel such other certificates relating to the Private Placement or the affairs of the Issuer as the Agent or its legal counsel may reasonably request; and
- (e) each representation and warranty of the Issuer which is contained in this Agreement will continue to be true, and the Issuer will have performed or complied with all of its covenants, agreements and obligations under this Agreement required to be complied with prior to such Closing.

8.2 The Closing and the obligations of the Issuer and the Agent to complete the issue and sale of the Shares are subject to:

- (a) receipt of all required regulatory approvals for or acceptance of the Exchange for:
 - (i) the issuance of the Shares; and
 - (ii) the listing on the Exchange of the Shares; and

- (b) the removal or partial revocation of any cease trading order or trading suspension made by any competent authority to the extent necessary to complete the Private Placement.

8.3 The obligations of the Issuer at the Closing will be conditional upon each representation and warranty of the Agent which is contained in this Agreement continuing to be true, and the Agent having performed or complied with all of its covenants, agreements and obligations under this Agreement required to be complied with prior to such Closing.

9. MATERIAL CHANGES

9.1 The Issuer agrees that if between the date of the engagement letter (the "**Engagement Letter**") between the parties dated October 16, 2018 and the Closing, a Material Change or a change in a Material Fact occurs in respect of the Issuer, the Issuer will:

- (a) as soon as practicable notify the Agent in writing, setting forth the particulars of such change;
- (b) as soon as practicable, issue and file with the applicable Regulatory Authorities a news release that is authorized by a senior officer disclosing the nature and substance of the change;
- (c) as soon as practicable, and in any event no later than 10 days after the date on which the change occurs, file with the necessary Commissions any report required by the applicable Acts which discloses the change; and
- (d) provide copies of that news release, when issued, and that report, when filed, to the Agent and its counsel.

10. ISSUER OBLIGATIONS

10.1 The Issuer further agrees to:

- (a) fully comply with the covenants made by the Issuer in the Subscription Agreements entered into between the Issuer and each of the Purchasers;
- (b) as soon as reasonably possible, take all such steps as may reasonably be necessary to enable the Shares to be offered for sale and sold on a private placement basis to purchasers in the Offering Jurisdictions through the Agent or other investment dealers or brokers registered in the applicable Offering Jurisdictions by way of the Exemptions;
- (c) permit the Agent and its legal counsel to participate fully in the preparation of any documents regarding the Private Placement and allow the Agent and its legal counsel to conduct all due diligence which the Agent may, in its sole discretion acting reasonably, require or request;

- (d) ensure that the distribution of the Shares will fully comply with the requirements of the applicable Acts and the policies of the Exchange; and
- (e) use the Proceeds for working capital and general corporate purposes.

10.2 The Issuer will immediately send to the Agent and its legal counsel copies of all correspondence and filings to and correspondence from the Regulatory Authorities relating to the Private Placement.

11. TERMINATION

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

- (a) the Issuer is in breach of, default under or non-compliance with any material representation, warranty, term, condition or covenant of this Agreement or any material representation or warranty given by the Issuer in this Agreement becomes false;
- (b) the state of the financial markets, whether national or international, is such that in the opinion of the Agent, it would be impractical or unprofitable to offer or continue to offer the Shares for sale;
- (c) the Agent or its counsel identifies any undisclosed adverse information regarding the Issuer as a result of their due diligence proceedings or otherwise that could reasonably be expected to have a material adverse effect on the Issuer or an adverse effect on the Private Placement;
- (d) there is an inquiry or investigation (whether formal or informal) by any securities regulatory authority including, without limitation, the Exchange, in relation to the Issuer or any one of its officers or directors that could be reasonably expected to have a material adverse effect on the Issuer;
- (e) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any law or regulation which, in the opinion of the Agent, seriously adversely affects, or involves, or will seriously adversely affect, or involve, the financial markets or the business, operations or affairs of the Issuer;
- (f) any condition for the benefit of the Agent will remain outstanding and uncompleted at any time after the time which it is required to be completed or waived;
- (g) an adverse Material Change, or an adverse change in a Material Fact, relating to any of the Shares occurs or is announced by the Issuer;
- (h) any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in any

securities of the Issuer is made, or proceedings are announced or commenced for the making of such order, by a competent regulatory authority and that order is still in effect and has not been rescinded, revoked or withdrawn;

- (i) the Exchange will not approve the listing of the Shares; or
- (j) the Agent and the Issuer mutually agree in writing to terminate this Agreement.

11.2 The Agent's obligations hereunder will terminate if the Exchange does not issue its letter of conditional acceptance, subject only to the usual post-closing filings with the Exchange, of the Private Placement within 60 days of the date of the Engagement Letter, unless otherwise agreed by the Agent.

11.3 The rights of the Agent to terminate this Agreement are in addition to such other remedies as they may have in respect of any default, misrepresentation, act or failure of the Issuer in respect of any of the matters contemplated by this Agreement.

11.4 Notwithstanding any other term hereof, this Agreement will terminate if the Closing does not occur within 90 days of the reference date of this Agreement.

12. WARRANTIES, REPRESENTATIONS AND COVENANTS

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

- (a) the Issuer is a valid and subsisting entity duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated, continued, amalgamated or otherwise formed and has all requisite corporate power and authority to carry on its business, as now conducted and as presently proposed to be conducted and to own its assets;
- (b) the Issuer is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction;
- (c) the authorized share structure of the Issuer consists of an unlimited number of Common Shares without par value and, as at October 31, 2018, an aggregate of 8,510,000 Common Shares are issued and outstanding as fully paid and non-assessable;
- (d) the Issuer will reserve or set aside sufficient Common Shares in its treasury to issue the Shares pursuant to the Private Placement and upon the issuance thereof in accordance with the terms contemplated by this Agreement, the Shares pursuant to the Private Placement will all be duly and validly issued as fully paid and non-assessable;
- (e) the Subscription Agreements and all other written or oral representations made by the Issuer to a Purchaser or potential Purchaser in connection with the Private

Placement will be accurate in all material respects and will omit no Material Fact, the omission of which will make such representations misleading or incorrect;

- (f) the Issuer is a “reporting issuer” in the Provinces of British Columbia, Alberta and Ontario, the Common Shares are listed on the Exchange and the Issuer is not in any material respect in default of any of the requirements of the Acts in Canada or any of the administrative policies or notices of the Exchange. The Issuer will use its commercially reasonable efforts to maintain its status as a “reporting issuer” in at least one of the Provinces of British Columbia or Alberta and to maintain the listing of its Common Shares on the Exchange, or such other recognized North American stock exchange or quotation system, to the date that is 24 months and one day following the final Closing Date, so long as the Issuer meets the minimum listing requirements of the Exchange or such other exchange or quotation system;
- (g) no order ceasing or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer or, to the best of the Issuer’s knowledge, any of its directors, officers or promoters and no investigations or proceedings for such purposes are pending or, to the knowledge of the Issuer, threatened;
- (h) to the Issuer’s knowledge, after due inquiry, the Shares will not be subject to a restricted period or statutory hold period under the Acts or to any resale restrictions under the policies of the Exchange which extends beyond four months and one day after the issuance of the Shares;
- (i) to the Issuer’s knowledge, the Issuer’s auditors are independent public accountants as required by the Acts;
- (j) to the Issuer’s knowledge there has never been any reportable event (within the meaning of National Instrument 51-102 - *Continuous Disclosure Obligations*) with the present or any former auditor of the Issuer;
- (k) the Disclosure Record is in all material respects accurate and, at the applicable time of filing thereof, there were no misrepresentations in any of the documents that comprise the Disclosure Record which would reasonably be expected to be material to the Issuer;
- (l) the Issuer’s financial statements contained in the Disclosure Record (the “**Financial Statements**”) have all been prepared in accordance with International Financial Reporting Standards applied on a consistent basis, and accurately reflect the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer which are required to be reported therein in accordance with International Financial Reporting Standards as of the date thereof, and no adverse Material Changes in the financial position of the Issuer have taken place since the date of the most recent such audited Financial Statements;

- (m) other than as disclosed in the Financial Statements, there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Issuer with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Issuer or that would reasonably be expected to be material to an investor in making a decision to purchase the Shares;
- (n) except as disclosed in the Financial Statements, the Issuer does not have any contingent liabilities in excess of the liabilities that are either reflected or reserved against in the Financial Statements which would reasonably be expected to be material to the Issuer;
- (o) the Issuer has complied and will comply fully with the material requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Acts and the *Business Corporations Act* (British Columbia), in relation to the Private Placement;
- (p) there is no Material Change relating to the Issuer and no change in any Material Fact relating to any of the Shares, which has not been or will not be fully disclosed prior to the Closing in accordance with the requirements of the Acts and the policies of the Exchange;
- (q) the issue and sale of the Shares by the Issuer does not and will not conflict with, or result in a breach of, any of the terms of the Issuer's incorporating documents or any agreement or instrument to which the Issuer is a party or by which it is bound;
- (r) the Issuer is not a party to any actions, suits or proceedings of which it has been served that could materially affect their business or financial condition, and to the best of the Issuer's knowledge no such actions, suits or proceedings are contemplated or have been threatened that have not been disclosed to the Agent;
- (s) the Issuer is not in default in the observance or performance of any term or obligation to be performed by it under any contract entered into by the Issuer which is material to the business or affairs of the Issuer on a consolidated basis and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would have a material adverse effect on the assets or properties, business, results of operations or condition (financial or otherwise) of the Issuer;
- (t) there are no judgments against the Issuer which are unsatisfied, nor is the Issuer subject to any consent decrees or injunctions;
- (u) this Agreement and the Subscription Agreements have been or will, by the Closing, be duly authorized by all necessary corporate action on the part of the Issuer, and the Issuer has full corporate power and authority to undertake the Private

Placement, and this Agreement has been, and the Subscription Agreements will by the Closing be, duly executed and delivered by the Issuer and is or will be legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable law;

- (v) except as disclosed in the Disclosure Record or pursuant to the Issuer's stock option plan, no person has or will, by the Closing, have any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Issuer or any other security convertible into or exchangeable for any such shares, or to require the Issuer to purchase, redeem or otherwise acquire any of the issued and outstanding Common Shares;
- (w) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessment, fines and penalties which are currently being contested in good faith;
- (x) the Issuer has not violated the *Corruption of Foreign Public Officials Act (Canada)*;
- (y) the Issuer has established on its respective books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Issuer except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer which are known by the Issuer's management to be pending, and there are no claims which have been or, to the Issuer's knowledge, may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Issuer;
- (z) the minute books of the Issuer as provided or made available to the Agent are true and correct in all material respects and contain all the resolutions of its directors and shareholders;
- (aa) the Issuer has not withheld, and will not withhold, from the Agent any facts relating to the Issuer or to the offering of the Shares that would reasonably be considered material to a Purchaser; and
- (bb) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the Private Placement.

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

- (a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was incorporated, continued or amalgamated and has good and sufficient right and authority to enter into this Agreement and complete the transactions under this Agreement on the terms and conditions set forth herein;
- (b) it is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property;
- (c) this Agreement has been or will, by the Closing, be duly authorized by all necessary corporate action on the part of the Agent, and the Agent has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein;
- (d) this Agreement is a legal, valid and binding obligation of the Agent, enforceable against the Agent in accordance with its terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable law;
- (e) it is an investment dealer properly registered under the Acts in Canada;
- (f) it is a member in good standing of the Exchange; and
- (g) in connection with the Private Placement, it will, on behalf of the Issuer, sell the Shares to the Purchasers, and otherwise in relation to all matters relating to the Private Placement will be, in compliance with the Acts, the by-laws and rules of the Exchange and the restrictions set out in Section 4.

13. EXPENSES OF AGENT

13.1 The Issuer will pay all of its expenses arising out of the Private Placement and all the reasonable expenses incurred by the Agent in connection with the Private Placement including, without limitation, the reasonable fees and expenses of the legal counsel for the Agent.

13.2 The Issuer will pay the expenses referred to in Section 13.1 even if the transactions contemplated by this Agreement are not completed or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Agent.

13.3 The Agent may, from time to time, render accounts for its reasonable expenses in connection with the Private Placement to the Issuer for payment on or before the dates set out in the accounts.

13.4 The Issuer authorizes the Agent to deduct its reasonable expenses in connection with the Private Placement, including, without limitation, the fees and expenses of its legal counsel, which are payable by the Issuer pursuant to Section 13.1 from the proceeds of the

Private Placement and any advance payments made by the Issuer, including expenses for which an account has not yet been rendered.

14. INDEMNITY

14.1 The Issuer hereby agrees to indemnify and save harmless the Agent, its affiliates and their respective directors, officers, employees, partners, agents and shareholders (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”) from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the “**Claims**”), which an Indemnified Party may incur or become subject to or otherwise involved in (in any capacity) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the services provided under this Agreement whether performed before or after the Issuer’s execution of this Agreement, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

14.2 This indemnity shall not be available to any Indemnified Party in relation to any losses, expenses, claims, actions, damages or liabilities incurred by the Issuer that are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily from the Indemnified Party’s breach of agreement, gross negligence, fraud or willful misconduct.

14.3 In the event and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that an Indemnified Party was grossly negligent, fraudulent or guilty of willful misconduct in connection with a Claim in respect of which the Issuer has advanced funds to the Indemnified Party pursuant to this indemnity, such Indemnified Party will reimburse such funds to the Issuer and thereafter this indemnity will not apply to such Indemnified Party in respect of such Claim. The Issuer agrees to waive any right the Issuer might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

14.4 If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Issuer, the Indemnified Party will give the Issuer prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Issuer will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify will not relieve the Issuer of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Issuer of substantive rights or defences.

14.5 No admission of liability and no settlement, compromise or termination of any Claim will be made without the Issuer's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld; provided, however, that no consent of an Indemnified Party will be required if the Issuer has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise or termination includes an unconditional release of each Indemnified Party from any liability arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. Notwithstanding that the Issuer will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

- (a) employment of such counsel has been authorized in writing by the Issuer;
- (b) the Issuer has not assumed the defence of the action within a reasonable period of time after receiving notice of the claim;
- (c) the named parties to any such claim include both the Issuer and the Indemnified Party and the Indemnified Party will have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Issuer and the Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Issuer;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Issuer's account, provided that the Issuer shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties. The rights accorded to the Indemnified Parties hereunder will be in addition to any rights an Indemnified Party may have at common law or otherwise.

14.6 If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or is insufficient to hold them harmless, the Issuer will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Issuer or the Issuer's shareholders, on the one hand, and the Indemnified Parties, on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Issuer will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by any Indemnified Parties hereunder.

14.7 The Issuer hereby constitutes the Agent as trustee for each of the other Indemnified Parties of the Issuer's covenants under this indemnity with respect to such persons and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

15. ADDITIONAL ISSUANCES

15.1 The Issuer will not, without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed), directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible into or exchangeable for Common Shares of the Issuer, other than issuances: (i) under existing stock options, bonuses or purchase plans or similar share compensation arrangements; (ii) under stock options or bonuses granted subsequently in accordance with the policies of the Exchange; (iii) upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date; (iv) under previously scheduled payments with respect to corporate acquisitions; or (v) of the Shares, during the period beginning on the Closing Date and ending 120 days after the Closing Date.

16. ASSIGNMENT AND SELLING GROUP PARTICIPATION

16.1 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Shares, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of the Issuer.

16.2 Notwithstanding anything to the contrary in this Agreement, the Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investment dealers, who may or may not be offered part of the Agent's Commission.

17. RELATIONSHIP BETWEEN THE ISSUER AND THE AGENT

17.1 The Issuer hereby acknowledges that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Issuer, on the one hand, and the Agent, on the other, (ii) the Agent is acting as principal and not as an agent or fiduciary of the Issuer, and (iii) the Issuer's engagement of the Agent in connection with the Private Placement and the process leading up to the Private Placement is as independent contractors and not in any other capacity. Furthermore, the Issuer agrees that it is solely responsible for making its own judgments in connection with the Private Placement (irrespective of whether the Agent has advised or is currently advising the Issuer on related or other matters).

17.2 The Issuer acknowledges and agrees that all written and oral opinions, advice, analysis and materials provided by the Agent in connection with this Agreement are intended solely for the Issuer's benefit and the Issuer's internal use only with respect to the Private Placement and the Issuer agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Agent's prior written consent in each specific instance.

17.3 Any advice or opinions given by the Agent hereunder will be made subject to, and will be based upon such assumptions, limitations, qualification and reservations as the Agent, in its sole judgement, deems necessary or prudent in the circumstances.

18. CONFIDENTIALITY

18.1 The Agent will establish reasonable procedures to hold in confidence all information received by it from the Issuer which has not been generally disclosed to the public and will not disclose such information, except as required in the opinion of the Agent, acting reasonably, to discharge their obligations:

- (a) under this Agreement; and
- (b) under applicable law or regulatory policy.

19. PUBLIC DISCLOSURE

19.1 Subject to compliance with the Acts and the rules and policies of the Exchange, the Issuer agrees that it will promptly provide to the Agent for review, prior to filing or issuance of same, any proposed public announcement or news release concerning this Agreement or any other instrument related thereto, or the relationship between the Issuer and the Agent. The press release issued on the Closing Date regarding the Private Placement will include substantially the following statements:

Prominently at the top of each press release relating to the distribution of the Shares:

“NOT FOR DISTRIBUTION TO U.S. NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES”

Within the body of each press release relating to the distribution of the Shares:

“This press release does not constitute an offer to sell or solicitation of an offer to sell any of the securities in the United States. The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or any state securities laws and may not be offered or sold within the United States or to U.S. Persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available.”

20. SEVERABILITY

20.1 If any provision of this Agreement is found to be illegal or unenforceable, it will be considered separate and severable from this Agreement and the remaining provisions of this Agreement will remain in force and be binding upon the parties as though the illegal or unenforceable provision had never been included.

21. NOTICE

21.1 All notices required to be given under this Agreement must be made in writing and either delivered, mailed or sent by facsimile or electronic mail to the party to whom notice is to be given at the address below or at such other address designated by that party in writing:

To the Issuer:

Crystal Bridge Enterprises Inc.
439 Helmcken Street
Vancouver, British Columbia
V6B 2E6

Attention: Rob Bakshi
Electronic mail: robbakshi@gmail.com

with a copy to:

Fasken Martineau DuMoulin LLP
Suite 350 7th Avenue
Calgary, Alberta
T2P 3N9

Attention: Sarah Gingrich
Electronic mail: sgingrich@fasken.com

To the Agent:

Haywood Securities Inc.
Suite 700, 200 Burrard Street
Vancouver, British Columbia
V6C 3L6

Attention: Don Wong
Electronic mail: dwong@haywood.com
Fax No.: (604) 697-6169

with a copy to:

DuMoulin Black LLP
595 Howe Street, 10th Floor
Vancouver, British Columbia
V6Z 2T5

Attention: David Gunasekera
Electronic mail: dgunasekera@dumoulinblack.com
Fax No.: (604) 687-8772

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

21.3 If notice is mailed, it will be deemed to have been received five Business Days following the date of mailing of the notice unless there is an interruption in normal mail service due to strike, labour unrest or other cause during such five Business Days, in which case any notice sent by mail will be deemed not to have been received until it is actually received.

22. GENERAL

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

22.2 The representations, warranties, covenants and indemnities of the Issuer and the Agent contained in this Agreement will survive Closing and will continue in full force and effect for the benefit of the parties for two years following the completion of the Private Placement.

22.3 This Agreement is to be read with all changes in gender or number as required by the context.

22.4 This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned by any party without the prior written consent of the other parties.

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

22.6 This Agreement is governed by, subject to and interpreted in accordance with the laws of the Province of British Columbia, and the courts of the Province of British Columbia will have the exclusive jurisdiction over any dispute arising in connection with this Agreement.

22.7 Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

22.8 This Agreement (together with the Subscription Agreements referred to above which are to be used in the Private Placement) constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, including, without limitation, the Engagement Letter between the Issuer and the Agent dated October 16, 2018, and, except as incorporated by reference above, there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement unless signed by each party and purporting to be an amendment to this Agreement.

22.9 This Agreement may be executed in two or more counterparts and may be delivered manually or by any electronically communicated method, each of which when executed will be deemed to be an original and all of which counterparts together will be deemed to constitute one and the same instrument.

[Remainder of page left intentionally left blank]

If the terms of this Agreement accurately reflect your understanding and you agree with them, then please signify your acceptance by signing each copy or counterpart of this Agreement on behalf of the Issuer where indicated below. Please return the originally signed copies or counterparts to us.

Yours truly,

HAYWOOD SECURITIES INC.

Per: (signed) *"Don Wong"*

Authorized Signatory

The foregoing is accepted and agreed to by Crystal Bridge Enterprises Inc. on the 2nd day of November, 2018, effective as of the date appearing on the first page of this Agreement.

CRYSTAL BRIDGE ENTERPRISES INC.

Per: (signed) *"Rob Bakshi"*

Authorized Signatory