

MACKIE RESEARCH CAPITAL CORPORATION

Suite 1920, 1075 West Georgia Street
Vancouver, British Columbia V6E 3C9

January 27, 2021

Telecure Technologies Inc.

Suite 2710-200 Granville Street
Vancouver, BC V6C 1S4

Attention: Harwinder Parmar, Director

Dear Sir:

The undersigned, Mackie Research Capital Corporation (“**Mackie**” or the “**Lead Agent**”), PI Financial Corp., Echelon Wealth Partners Inc. and Canaccord Genuity Corp. (collectively with Mackie, the “**Agents**”), understand that Telecure Technologies Inc. (the “**Company**”) proposes to create, issue and sell Units (as hereinafter defined) of the Company subject to the terms and conditions of this Agreement (as hereinafter defined) (the “**Offering**”).

Upon and subject to the terms and conditions set forth herein, the Company hereby appoints the Agents, and the Agents hereby agree to act, as exclusive agents to the Company to arrange for the sale of a minimum of 14,285,715 and up to a maximum of 20,000,000 units of the Company (each, a “**Unit**”) at a price of \$0.35 per Unit (the “**Issue Price**”) to raise aggregate gross proceeds of a minimum of \$5,000,000 and up to a maximum of \$7,000,000, respectively, on a brokered “best efforts” private placement basis to Purchasers (as hereinafter defined) in the Designated Jurisdictions (as hereinafter defined), and in those jurisdictions outside of Canada consented to by the Company where the Units may be lawfully sold pursuant to the terms and conditions hereof.

Each Unit will consist of one (1) special warrant of the Company (each, a “**Special Warrant**”) and one (1) subscription receipt of the Company (each, a “**Subscription Receipt**”). Pursuant to and in accordance with the Special Warrant Indenture (as hereinafter defined), each Special Warrant will entitle the holder thereof to receive, without payment of additional consideration or further action on the part of the holder thereof, one-fifth (1/5) of one (1) common share (each, a “**Common Share**”) of the Company (each whole Common Share, an “**SW Share**”) or, if the Proposed Transaction (as hereinafter defined) has been completed, one-fifth (1/5) of one Common Share of the Resulting Issuer (as hereinafter defined). Pursuant to and in accordance with the Subscription Receipt Agreement (as hereinafter defined) and subject to the exceptions described therein, each Subscription Receipt will entitle the holder thereof to receive, without payment of additional consideration or further action on the part of the holder thereof, four-fifths (4/5) of one Common Share of the Resulting Issuer (each whole Common Share, an “**SR Share**”) upon satisfaction of the Escrow Release Conditions (as defined in the Subscription Receipt Agreement) at or before the Termination Date (as defined in the Subscription Receipt Agreement). The Agents shall have an over-allotment option (the “**Over-Allotment Option**”) to increase the size of the Offering by up to an additional 6,000,000 Units for gross proceeds of up to an additional \$2,100,000. The Agents shall be under no obligation whatsoever to exercise the Over-Allotment Option in whole or in part.

The Company is proposing to complete an acquisition transaction (the “**Proposed Transaction**”) involving the Company, a wholly-owned subsidiary of the Company, and MyApps Corp. (the “**Target**”), pursuant to an amalgamation, plan of arrangement, or some other form of business combination (the “**Proposed Transaction Agreement**”) whereby, subject to the satisfaction or waiver of all closing conditions to the Proposed Transaction, the Company on Closing (the “**Resulting Issuer**”) will acquire all of the issued and outstanding share capital of the Target.

The Agents shall be entitled to appoint a soliciting dealer group consisting of other registered dealers for the purposes of arranging for purchasers of the Units and shall determine the remuneration payable by the Agents to such other dealers appointed by the Agents.

As a condition precedent to the execution by the Lead Agent of the Release Notice referred to in the Subscription Receipt Agreement, the Chief Executive Officer and Chief Financial Officer of the Company (or such other officers as may be acceptable to Agents, acting reasonably) shall certify to the Agents that the Conversion Conditions (as hereinafter defined) (other than that set out in the Subscription Receipt Agreement) have been satisfied in accordance with the provisions of the Subscription Receipt Agreement.

The delivery of the prescribed Release Notice under the Subscription Receipt Agreement by the Lead Agent and by the Company to the Subscription Receipt Agent, together with the satisfaction or waiver of the other Conversion Conditions, shall be collectively referred to herein as the “**Release Event**”. The date on which the Release Event occurs is referred to as the “**Escrow Release Date**”.

Unless the consent of holders of not less than 66 $\frac{2}{3}$ % of the then outstanding Subscription Receipts is obtained pursuant to the terms of the Subscription Receipts, if the Conversion Conditions are not satisfied on or before 5:00 p.m. (Vancouver time) on the Termination Date, except as may be extended in accordance with the terms of the Subscription Receipts, the Subscription Receipts will immediately be cancelled, become null, void and of no further force or effect and, as soon as reasonably possible, the Escrowed Funds (as hereinafter defined) will be returned to the holders of Subscription Receipts in an amount per Subscription Receipt equal to: (i) four-fifths (4/5) of the Issue Price; and (ii) a *pro rata* share of interest and other income (including interest or gains and less applicable withholding taxes), if any, actually earned on the Escrowed Proceeds (as hereinafter defined) to the date such funds are returned to holders of Subscription Receipts. To the extent that the Escrowed Funds are insufficient to refund to each holder of Subscription Receipts an amount equal to the aggregate of (i) and (ii) in the preceding sentence for each Subscription Receipt held, the Company shall be liable for and will contribute such amounts as are necessary to satisfy any shortfall (the “**Shortfall Amount**”). The Company shall use commercially reasonable efforts to satisfy the Conversion Conditions prior to the Termination Date.

On the Closing Date, four-fifths (4/5) of the gross proceeds from the Offering (the “**Escrowed Proceeds**”) will be delivered to and held in escrow by Odyssey Trust Company, as the Subscription Receipt Agent under the Subscription Receipt Agreement, and invested in an interest-bearing account (the Escrowed Proceeds, together with all interest and other income earned thereon, the “**Escrowed Funds**”) pending the Escrow Release Date. Upon the satisfaction of the Conversion Conditions on or before the Termination Date, the Escrowed Funds less four-fifths (4/5) of the Agents’ Commission (as hereinafter defined) and any reasonable Agents’ Expenses (as hereinafter defined) incurred following the Closing Date (which amounts shall be paid by the Subscription Receipt Agent to Mackie out of the Escrowed Funds in accordance with the terms of the Subscription Receipt Agreement), will be released from escrow to the Company and the SR Shares underlying the Subscription Receipts will be issued to holders of Subscription Receipts, who will each receive, subject to the adjustment as described in the Subscription Receipt Agreement, four-fifths (4/5) of an SR Share for each Subscription Receipt held.

The Subscription Receipts shall be created and issued pursuant to a subscription receipt agreement (the “**Subscription Receipt Agreement**”) to be entered into on the Closing Date (as hereinafter defined) among the Company, the Agents and Odyssey Trust Company, in its capacity as subscription receipt agent thereunder (the “**Subscription Receipt Agent**”). The specific attributes of the Subscription Receipts will be set forth in the Subscription Receipt Agreement.

On the Closing Date, one-fifth (1/5) of the gross proceeds from the Offering (the “**Special Warrant Proceeds**”), less one-fifth (1/5) of the Agents’ Commission and all of the Agents’ Expenses incurred up to and including the Closing Date (which amounts shall be retained by Mackie from the Special Warrant Proceeds), shall be delivered by wire transfer to the Company. Each Special Warrant shall be automatically exchanged, without payment of additional consideration or further action on the part of the holder of such Special Warrant, for one-fifth (1/5) of a SW Share on the earlier of (i) the date which is four (4) months and a day from the Closing of the Offering and (ii) the date of the satisfaction or waiver (to the extent such waiver is permitted) of the Conversion Conditions in accordance with the Special Warrant Indenture provided that such holder may irrevocably exercise all or any portion of the Special Warrants to acquire the SW Shares prior to the satisfaction of the Conversion Conditions, provided that any such SW Shares issued from the exercise of the Special Warrants prior to the satisfaction of the Conversion Conditions will be subject to a hold period, being the later of 4 months and a day following (i) the Closing of the Offering, or (ii) the date on which the Company becomes a reporting issuer in any province or territory.

The Special Warrants shall be created and issued pursuant to a special warrant indenture (the “**Special Warrant Indenture**”) to be entered into on the Closing Date (as hereinafter defined) among the Company and Odyssey Trust Company, in its capacity as special warrant agent thereunder (the “**Special Warrant Agent**”). The specific attributes of the Special Warrants will be set forth in the Special Warrant Indenture.

If the Offering is successfully completed, the Agents will receive a cash commission (the “**Agents’ Commission**”) equal to 8.0% of the gross proceeds arising from the Offering and the Company will issue to the Agents, at Closing, compensation options (the “**Agents’ Compensation Options**”) exercisable at any time up to 24 months following Closing to purchase Common Shares of the Company or, following the completion of the Proposed Transaction, the Resulting Issuer, in an amount equal to 8% of the number of Units sold in connection with the Offering. Each Agents’ Compensation Option is exercisable to acquire one (1) Common Share (each, an “**ACO Share**”) of the Company or, following the completion of the Proposed Transaction, the Resulting Issuer at the Issue Price. The Agents shall be under no obligation whatsoever to exercise the Agents’ Compensation Options in whole or in part.

For the portion of orders arising from the president’s list, on up to \$4,000,000 in gross proceeds (i) Mackie will receive 2.0% in cash commission and 2.0% in Agents’ Compensation Options and (ii) the registered selling group dealers may receive up to 6.0% cash commission and up to 6.0% Agents’ Compensation Options.

The description of the Units, the Subscription Receipts, the SR Shares, the Special Warrants, the SW Shares, the Agents’ Compensation Options, the ACO Shares and the Over-Allotment Option contained in this Agreement is a summary only and is subject to the provisions of the Subscription Agreement, the Subscription Receipt Agreement, the certificates evidencing the Subscription Receipts (if any), the certificates evidencing the SR Shares (if any), the Special Warrant Indenture, the certificates evidencing the Special Warrants (if any), the certificates evidencing the SW Shares (if any), the certificates evidencing the Agents’ Compensation Options (if any) and the certificates (if any) evidencing the ACO Shares.

The Agents and the Company agree that all offers and sales of the Units to U.S. Purchasers shall be made only in accordance with Schedule B” hereto, which forms part of this Agreement.

DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

“**ACO Share**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Additional Countries**” has the meaning ascribed thereto in Section 1(b)(ii), and “**Additional Country**” means any one of them;

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

“**Agents**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Agents’ Commission**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Agents’ Compensation Options**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Agents’ Expenses**” has the meaning ascribed thereto in Section 14;

“**Agreement**” means this agreement between the Agents and the Company, resulting from the acceptance by the Company of the offer made by the Agents hereby, including all schedules hereto, as amended or supplemented from time to time;

“**Applicable Anti-Money Laundering Laws**” has the meaning ascribed thereto in Section 6.1(ss);

“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;

“Business” means the business of the Company or, following the completion of the Proposed Transaction, the Resulting Issuer (as applicable) as described in the Final Offering Memorandum;

“Business Day” means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver, British Columbia;

“CDS” has the meaning ascribed thereto in Section 7;

“Claims” shall have the meaning ascribed thereto in Section 12;

“Closing” means the completion of the issue and sale by the Company and the purchase by the Purchasers of Units pursuant to the provisions of this Agreement and each Subscription Agreement;

“Closing Date” means January 27, 2021 or such other date as the Company and Agents may agree in writing;

“Closing Time” means 10:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Company and the Agents may agree;

“Common Share” means one Class A common share in the capital of the Company or, following the completion of the Proposed Transaction, the Resulting Issuer (unless otherwise specified);

“Company” has the meaning ascribed thereto in the opening paragraphs of this Agreement and following the completion of the Proposed Transaction, shall mean the Resulting Issuer;

“ACO Certificates” means, collectively, the definitive certificate or definitive certificates issued to the Agents on the Closing Date evidencing the Agents’ Compensation Options;

“Contract” means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, licenses, leases, loan documents and security documents;

“Conversion Conditions” means (i) the Company having completed the Proposed Transaction, and (ii) the Company having received a final receipt for a prospectus qualifying the Common Shares;

“Designated Jurisdictions” means all of the provinces of Canada, except the Province of Quebec, and such other jurisdictions mutually acceptable to the Company and the Agent, where the Offering can lawfully be made under applicable private placement exemptions;

“Directed Selling Efforts” has the meaning as ascribed in Regulation S;

“Engagement Letter” means the engagement letter between the Company and Mackie dated November 4, 2020, as amended;

“Escrow Release Date” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“Escrowed Funds” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“Escrowed Proceeds” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“Final Offering Memorandum” means the final investor presentation of the Company dated for Q4 2020, which may have been provided to one or more of the Purchasers prior to the Closing Date in respect of the Offering in relation to the business of the Target, the Company or the Resulting Issuer (as applicable);

“Governmental Authority” means any governmental authority and includes, without limitation, any international, national, federal, state, provincial or municipal government, or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions on behalf of a governmental authority or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“IFRS” means International Financial Reporting Standards;

“Indemnified Party” has the meaning ascribed thereto in Section 12;

“Intellectual Property” means all domestic and foreign (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, patent disclosures and industrial designs, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, trading styles, logos, trade names and business names, domain names, social media handles, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, algorithms, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (e) computer systems, software, data and related documentation, (f) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property, and (g) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;

“Issue Price” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“Lead Agent” has the meaning ascribed thereto in the opening paragraphs of this Agreement

“Leased Premises” has the meaning ascribed thereto in Section 6.1(ff);

“Material Adverse Effect” means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), fact, event, violation, inaccuracy, circumstance, state of being or effect that (a) is materially adverse to the Business (whether financial or otherwise), assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition or results of operations of the Company or (b) results in the Final Offering Memorandum containing a misrepresentation;

“Material Agreements” means, collectively, this Agreement, the Subscription Receipt Agreement, the Special Warrant Indenture, the Subscription Agreement, the ACO Certificates (if any), the certificates (if any) representing the Subscription Receipts and the certificates (if any) representing the Special Warrants, and the Proposed Transaction Agreement;

“NI 45-102” means National Instrument 45-102 - *Resale of Securities* as such instrument is in effect at Closing in the Designated Jurisdictions in which the Purchaser resides;

“NI 45-106” means National Instrument 45-106 - *Prospectus Exemptions* as such instrument is in effect at Closing in the Designated Jurisdictions in which the Purchaser resides;

“Offering” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“Over-Allotment Option” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“Person” shall be broadly interpreted and shall include an individual, firm, corporation, syndicate, partnership, trust, association, unincorporated organization, joint venture, investment club, government or agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;

“Proposed Transaction” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Proposed Transaction Agreement**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Proposed Transaction Closing**” means the completion of the Proposed Transaction;

“**Purchasers**” means the Persons (which may include the Agents) who, as purchasers, acquire the Units by duly completing, executing and delivering the Subscription Agreement;

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

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

“**Regulatory Authority**” means the Governmental Authority authorized under applicable laws to protect and promote public health through regulation and supervision of medical products, including, without limitation, Health Canada and similar foreign regulatory agencies;

“**Release Event**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Resulting Issuer**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**SEC**” means the United States Securities and Exchange Commission;

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

“**Securities Regulators**” means, collectively, the securities regulators or other securities regulatory authorities in the Designated Jurisdictions;

“**Selling Firm**” has the meaning ascribed thereto in Section 6.3(b);

“**Shortfall Amount**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Special Warrant Agent**” has the meaning ascribed thereto in opening paragraphs of this Agreement;

“**Special Warrant**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Special Warrant Indenture**” has the meaning ascribed thereto in the opening paragraphs to this Agreement;

“**Special Warrant Proceeds**” has the meaning ascribed thereto in opening paragraphs of this Agreement;

“**SR Share**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Subscription Agreement**” means the form of subscription agreement, including any form, questionnaire, and undertaking incorporated therein or appended thereto to be entered into between the Company and each of the Purchasers in connection with the Offering;

“**Subscription Receipt**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Subscription Receipt Agent**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Subscription Receipt Agreement**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**subsidiary**” has the meaning ascribed thereto in the *Canada Business Corporations Act*;

“**SW Share**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Target**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**Taxes**” has the meaning ascribed thereto in Section 6.1(k);

“**Termination Date**” means 5:00 p.m. (Vancouver Time) on March 26, 2021 or such later date as the holders of Subscription Receipts may agree in accordance with the Subscription Receipt Agreement;

“**Term Sheet**” means the term sheet that is incorporated as a schedule C to the Subscription Agreement;

“**Unit**” has the meaning ascribed thereto in the opening paragraphs of this Agreement;

“**U.S. Affiliate**” of an Agent means the U.S. registered broker-dealer affiliate of the Agent;

“**U.S. Purchaser**” means (a) any Purchaser in the United States or any Purchaser that is a U.S. Person, (b) any person purchasing Units for the account or benefit of a U.S. Person or any person in the United States, (c) any person that receives or received an offer of the Units while in the United States, and (d) any person that is in the United States at the time the Purchaser’s buy order was made or the Subscription Agreement for Units was executed or delivered, except that U.S. Purchaser shall not include any person 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, solely in their capacities as holders of such accounts; and

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

TERMS AND CONDITIONS

1. The Offering

- (a) **Agency Deal.** The Company hereby appoints the Agents to act as exclusive agents to offer and sell the Units on a brokered “best efforts” private placement basis and each Agents hereby accepts such appointment. Notwithstanding anything to the contrary contained herein or any oral representations or assurances previously or subsequently made by the parties hereto, this Agreement does not constitute a commitment by, or legally binding obligation of, the Agents or any of their respective affiliates to act as underwriters, initial purchasers, arrangers, and/or placement agents in connection with any offering of securities of the Company or upon the completion of the Proposed Transaction, the Resulting Issuer, including the Units, or to provide or arrange any financing, other than the appointment as agents in connection with the Offering in accordance with the prior sentence and otherwise on the terms set forth herein.
- (b) **Sale on Exempt Basis.** The Agents shall use their commercially reasonable “best efforts” to arrange for the purchase of the Units which comprise the Offering:
 - (i) in the Designated Jurisdictions on a private placement basis in compliance with applicable Securities Laws; and
 - (ii) in such other jurisdictions (the “**Additional Countries**”) as may be agreed between the Company and the Agents in writing, in compliance with applicable Securities Laws of such other jurisdictions. In the event the Agents and the Company agree to add the United States as an “Additional Country”, the Agents and the Company each agree to conduct the Offering in accordance with Schedule “B” to this Agreement, including, in the case of each Agent, Exhibit I to Schedule “B”.
- (c) **Filings.** The Company undertakes to file or cause to be filed all forms or undertakings required to be filed by the Company (if any) in connection with the offer and sale of the Units (including the Subscription Receipts and the Special Warrants), the issuance of the SR Shares upon the deemed exchange of the Subscription Receipts, the issuance of the SW Shares upon the deemed exchange of the Special Warrants, the issuance of the ACO Shares upon the exercise of the Agents’ Compensation Options, the issuance of the Units upon the exercise of the Over-Allotment Option such that, in each case, the distribution may lawfully occur without the necessity of filing a

prospectus or a registration statement in Canada or elsewhere. All fees payable in connection with such filings shall be at the expense of the Company.

- (d) **Other Obligations.** Other than the Final Offering Memorandum and the Term Sheet, which may or may not have been received by each Purchaser, neither the Company nor the Agents shall:
 - (i) provide to prospective Purchasers any document or other material or information that would reasonably be construed to constitute an offering memorandum within the meaning of applicable Securities Laws; or
 - (ii) engage in any form of general solicitation or general advertising or any Directed Selling Efforts in connection with the offer and sale of the Units (including the Subscription Receipts and the Special Warrants), including causing the sale of 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.

- (e) **Due Diligence.**
 - (i) Prior to the Closing Date, the Company shall, and shall use commercially reasonable efforts to cause the Target to, allow the Agents and their representatives to conduct all due diligence investigations, examinations and oral due diligence sessions that the Agents may reasonably require in order to fulfill their obligations as agents for the Offering. The Company agrees to use commercially reasonable efforts to assist the Agents with their due diligence investigations. The Company will, and shall use commercially reasonable efforts to cause the Target to, provide such information as to their respective financial condition, business, properties, title, assets and affairs (including any material contracts) as may reasonably be requested by the Agents.

 - (ii) The Company will, and shall use commercially reasonable efforts to cause the Target to, provide to the Agents all corporate, financial and operating information and documentation (the “**Disclosure Records**”) regarding the Company and the Target, respectively, the Units, the Subscription Receipts, Special Warrants, the SR Shares, the SW Shares, the Agents’ Compensation Options, the ACO Shares, the Over-Allotment Option and the Offering as may reasonably be requested by the Agents, and will provide access during regular business hours and on reasonable prior notice to their respective senior management, facilities, employees, auditors, legal counsel and consultants, which are reasonably necessary and sufficient to allow the Agents to perform their services hereunder.

2. The Proposed Transaction. The Company shall use commercially reasonable efforts to: (a) provided that the Proposed Transaction Agreement has not been terminated, and that the Target is not in breach thereof, take all actions reasonably necessary or required to complete the Proposed Transaction in accordance with the Proposed Transaction Agreement as soon as practicable and, in any event, on or before the Termination Date; (b) take all actions reasonably necessary to ensure that the prospectus is filed and receipted prior to the Termination Date; and (c) prepare and file all documents required by Securities Regulators in connection with the issuance and sale of the Units (including the Subscription Receipts and Special Warrants) by the Company, and, provided that the Proposed Transaction Agreement has not been terminated and that the Target is not in breach thereof, prepare and file all documents required by Securities Regulators in connection with the issuance of the SR Shares upon the exchange of the Subscription Receipts, the issuance of the SW Shares upon the exchange of the Special Warrants and the issuance of the ACO Shares upon the exercise of the Agents’ Compensation Options in each case, so as to permit and enable such securities to be lawfully distributed on a prospectus exempt basis in the Designated Jurisdictions and the Additional Countries in accordance with this Agreement and the Subscription Agreement.

3. Representation as to the Final Offering Memorandum. If delivered to one or more of the Purchasers, the delivery to such Purchasers of the Final Offering Memorandum shall constitute a representation and warranty by the Company that all information and statements contained in the Final Offering Memorandum are true and correct in all material respects at the time of delivery thereof, that the Final Offering Memorandum contain no misrepresentation, and that no material fact or information has been omitted therefrom which is necessary to make

the statements or information contained therein not misleading in light of the circumstances under which they were made.

4. Covenants.

4.1 Covenants of the Company. The Company and following the completion of the Proposed Transaction, the Resulting Issuer hereby, covenant to the Agents and to the Purchasers, and acknowledge that each of them is relying on such covenants in connection with the completion of the Offering, that:

- (a) the Company shall use commercially reasonable efforts to comply with its obligations under Securities Laws and under other applicable laws for a period of two (2) years from the Closing Date;
- (b) the Company shall duly execute and deliver at or before the Closing Date, the Subscription Agreement (subject to the Company's right to accept or reject a subscription, in whole or in part), the Subscription Receipt Agreement, the Special Warrant Indenture, the certificates evidencing the Subscription Receipts (if any), the certificates evidencing the Special Warrants (if any) and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;
- (c) the Company shall use commercially reasonable efforts to cause the Target to complete and return the Target's Certificate (as hereinafter defined) on the Closing Date;
- (d) the Company shall use its commercially reasonable efforts to fulfill, at or before the Closing Date, each of the conditions set out in Section 8 that are within its control;
- (e) the Company will deliver to the Agents copies of all material correspondence and other written communications between the Company, the Securities Regulators of the Designated Jurisdictions and other jurisdictions, relating to the Offering and the Proposed Transaction and will generally keep the Agents apprised of the progress and status of, including all favourable and adverse developments relating to, the Offering and the Proposed Transaction;
- (f) the Subscription Receipts shall be duly and validly created, authorized and issued on payment of four-fifths (4/5) of the Issue Price therefor, and shall have attributes corresponding in all material respects to the description thereof set forth in the Term Sheet, this Agreement, the Subscription Agreement and the Subscription Receipt Agreement;
- (g) the Special Warrants shall be duly and validly created, authorized and issued on payment of one-fifth (1/5) of the Issue Price therefor, and shall have attributes corresponding in all material respects to the description thereof set forth in the Term Sheet, this Agreement, the Subscription Agreement, the Special Warrant Indenture and the Subscription Receipt Agreement;
- (h) the Agents' Compensation Options shall be duly and validly created, authorized and issued and shall have attributes corresponding in all material respects to the description set forth in this Agreement and in the ACO Certificates;
- (i) the Over-Allotment Option shall be duly and validly created, authorized and issued, and shall have attributes corresponding in all material respects to the description thereof set forth in the Term Sheet, this Agreement, the Subscription Agreement, the Special Warrant Indenture and the Subscription Receipt Agreement;
- (j) it shall ensure that the Units, Subscription Receipts, the SR Shares issuable upon the exercise of the Subscription Receipts, the Special Warrants, the SW Shares issuable upon the exercise of the Special Warrants, the Agents' Compensation Options, the ACO Shares issuable upon exercise of the Agents' Compensation Options and the Over-Allotment Option shall have the attributes corresponding in all material respects to the description thereof set forth in the Term Sheet, this

Agreement, the Subscription Agreement, the Special Warrant Indenture and Subscription Receipt Agreement;

- (k) prior to the Proposed Transaction Closing, it shall have available, and allot and reserve (i) a sufficient number of SR Shares for issuance upon the full exchange of the Subscription Receipts, (ii) a sufficient number of SW Shares for issuance upon the full exchange of the Special Warrants, and (iii) a sufficient number of ACO Shares for issuance upon the full exercise of the Agents' Compensation Options;
- (l) it shall ensure that the SR Shares, SW Shares and ACO Shares, upon issuance, are validly issued as fully paid and non-assessable common shares of the Company or, following the completion of the Proposed Transaction, the Resulting Issuer;
- (m) on satisfaction of the Conversion Conditions, subject to the terms of the Subscription Receipt Agreement, it shall direct payment of the remaining Agents' Commission, together with interest and any other income earned thereon, as well as the remaining costs and expenses of the Agents payable pursuant hereto, from the Escrowed Funds;
- (n) it shall use the net proceeds of the Offering on a basis consistent with that described in the Term Sheet;
- (o) it shall retain the Subscription Receipt Agent or a substituted licensed trust company acceptable to Agents, acting reasonably, as subscription receipt agent in respect of the Subscription Receipts;
- (p) it shall retain the Special Warrant Agent or a substituted licensed trust company acceptable to Agents, acting reasonably, as special warrant agent in respect of the Special Warrants;
- (q) except for the Offering, the Company and the Resulting Issuer agree for a period, of thirty (30) days following the Closing, without the prior written consent of the Lead Agent, not to offer, sell or issue, or negotiate or enter into any agreement to offer, to sell or issue, any securities of the Company or make any announcement with respect to the foregoing, excluding: (A) any issuance of securities pursuant to the exercise or conversion, as the case may be, of convertible securities of the Company (or following the completion of the Proposed Transaction, the Resulting Issuer) (B) outstanding on the date hereof; (ii) grants of rights and options under the Company (or following the completion of the Proposed Transaction, the Resulting Issuer) stock option plan; (iii) the occurrence of a take-over bid or similar transaction involving a change of control of the Company (or following the completion of the Proposed Transaction, the Resulting Issuer); and (iv) any issuance of securities in arm's length acquisitions;
- (r) it shall remit the Shortfall Amount, if any, to the Subscription Receipt Agent forthwith following the Termination Notice (as defined in the Subscription Receipt Agreement) in accordance with the terms of the Subscription Receipt Agreement, in priority to any payments to the Company's shareholders, debt holders and persons not dealing at arm's length (as such term is defined in the *Income Tax Act* (Canada)) with the Company;
- (s) the Proposed Transaction Agreement is and, at the time immediately before the effective time of the Proposed Transaction Agreement, each of the agreements, contracts and instruments required by the Proposed Transaction Agreement therein to give effect to the Proposed Transaction to be executed and delivered by the Company and the other respective parties thereto, will be, duly executed and delivered by the Company and will be valid and binding obligations of the Company, enforceable against the Company and by the Company (assuming execution and delivery by all other parties thereto) in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

- (t) it shall use commercially reasonable efforts to obtain all consents, including approvals, permits, authorizations or filings as may be required under Securities Laws, or otherwise necessary for the execution and delivery of and the performance by the Company of its obligations under the Proposed Transaction Agreement and this Agreement;
- (u) it shall use its commercially reasonable efforts to obtain the approvals set out in Schedule 6.1(bb) on or prior to the Escrow Release Date;
- (v) it shall forthwith notify the Agents of any breach of any covenant of this Agreement, the Proposed Transaction Agreement, the Special Warrant Indenture and the Subscription Receipt Agreement by any party thereto, or upon it becoming aware that any representation or warranty of the Company contained in this Agreement, the Subscription Agreement, the Special Warrant Indenture or the Subscription Receipt Agreement is or has become untrue or inaccurate in any material respect.

5. Material Changes. During the period from the date hereof to the earlier to occur of: (1) the Proposed Transaction Closing; and (2) the Termination Date, the Company shall, upon becoming aware of same, promptly notify the Agents (and, if requested by the Agents, confirm such notification in writing) of:

- (a) any material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, prospects, liabilities (contingent or otherwise) or capital of the Company or the Target, as the case may be;
- (b) any material fact which has arisen and would have been required to have been stated in the Final Offering Memorandum in respect of the Company or the Target, as the case may be, had the fact arisen on, or prior to, the date of such document; and
- (c) any change in any material fact contained in the Final Offering Memorandum thereto, in respect of the Company or the Target, as the case may be, which change is, or may be, of such a nature as to render any material statement in the Final Offering Memorandum misleading or untrue or which would result in a misrepresentation in the Final Offering Memorandum or which would result in the Final Offering Memorandum, as the case may be, not complying (to the extent that such compliance is required) with applicable Canadian Securities Laws.

During the period from the date hereof to the Proposed Transaction Closing, the Company shall promptly, and in any event, within any applicable time limitation, comply with all applicable filing and other requirements under applicable Canadian Securities Laws as a result of such change. The Company shall in good faith discuss with the Agents any fact or change in circumstances (actual, anticipated, contemplated or threatened, and financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice in writing need be given to the Agents pursuant to this Section 5.

6. Representations and Warranties.

6.1 Representations and Warranties of the Company. The Company represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the completion of the Offering, that:

- (a) the Company is a corporation incorporated and validly existing under the provincial laws of British Columbia and has all requisite power and authority and is duly qualified and holds all permits, licences, registrations, qualifications, consents and authorizations necessary or required to carry on the Business as now conducted in each of the jurisdictions it carries on business and to own, lease or operate its Assets and Properties and to create, issue and sell the Units, Subscription Receipts, the SR Shares, the Special Warrants, the SW Shares, the Agents' Compensation Options, the ACO Shares and the Over-Allotment Option, and neither the Company nor, to the knowledge of the Company, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing the Company's dissolution or winding up, and the Company

has all requisite power and authority to enter into each of the Material Agreements and the Proposed Transaction Agreement and to perform its obligations hereunder and thereunder;

- (b) all information and statements contained in the Disclosure Records are true and correct in all material respects at the time of delivery thereof, that the Disclosure Records contain no misrepresentation, and that no material fact or information has been omitted therefrom which is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made.
- (c) the Company has no direct or indirect subsidiaries, other than 11189182 Canada Corp. and 1278859 B.C. Ltd., nor any investment in any Person or any agreement, option or commitment to acquire any such investment;
- (d) the Company has been conducting the Business in compliance in all material respects with all applicable laws, rules, regulations, orders and directions of Governmental Authorities of each jurisdiction in which it carries on the Business and has not received a notice of noncompliance, and, to the knowledge of the Company, there are no facts that would give rise to a notice of non-compliance with any such laws, rules, regulations, orders and directions;
- (e) other than approvals required as part of the satisfaction of the Conversion Conditions, all consents, approvals, permits, authorizations or filings as may be required under applicable Securities Laws for the execution and delivery of the Material Agreements and the issue and sale of (i) the Units, and the Subscription Receipts and the Special Warrants underlying the Units and the SR Shares underlying said Subscription Receipts, and the SW Shares underlying said Special Warrants (ii) the Agents' Compensation Options, and the ACO Shares underlying the Agents' Compensation Options, and (iii) the Units issuable upon the exercise of the Over-Allotment Option;
- (f) each of the execution and delivery of the Material Agreements and the Proposed Transaction Agreement, the performance by the Company of its obligations hereunder or thereunder, as applicable, the issue and sale of the Units (including the Subscription Receipts and Special Warrants) and the consummation of the transactions contemplated in the Material Agreements and the Proposed Transaction Agreement, the issuance of the SR Shares upon the exchange of the Subscription Receipts, the issuance of the SW Shares underlying the Special Warrants, the issuance of the ACO Shares upon the exercise of the Agents' Compensation Options, the issuance of the Units upon the exercise of the Over-Allotment Option, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Company or the Resulting Issuer, as applicable, including Securities Laws; (ii) the constating documents or resolutions of the Company which are in effect at the date hereof; (iii) any material mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Company is a party or by which it is bound; or (iv) any judgment, decree or order binding the Company or its Assets and Properties;
- (g) each of the Material Agreements and the Proposed Transaction Agreement has been duly authorized and executed by the Company and constitutes a valid and binding obligation of the Company and is enforceable against the Company 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 principals when equitable remedies are sought, and by the fact the ability to sever unenforceable terms may be limited by applicable law;
- (h) at the Closing Time, all necessary corporate action will have been taken by the Company to authorize the issuance of the Units in accordance with the Subscription Agreement, the Subscription Receipts and, upon the due exchange of the Subscription Receipts in accordance with the Subscription Receipt Agreement, the SR Shares underlying the Subscription Receipts, and the SW Shares issuable upon the exercise of the Special Warrants, in accordance with the Special Warrant Indenture;

- (i) at the Closing Time, all necessary corporate action will have been taken by the Company to authorize the issuance of the Agents' Compensation Options and upon the due exercise of the Agents' Compensation Options, the ACO Shares issuable upon exercise of the Agents' Compensation Options;
- (j) other than in connection with the Proposed Transaction, the Company is not currently party to any agreement in respect of: (A) the purchase of any material Assets and Properties 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 whether by asset sale, transfer of shares or otherwise; or (B) a change of control of the Company (whether by sale or transfer of shares or sale of all or substantially all of the Assets and Properties of the Company or otherwise);
- (k) all taxes (including without limitation income tax, capital tax, payroll tax, sales tax, excise tax, value-added tax, employer health tax, workers' compensation payments, property tax and land transfer tax), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "Taxes") due and payable or required to be collected or withheld and remitted, by the Company have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by the Company have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Company, no examination of any tax return of the Company is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Company. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Company;
- (l) the Company has established on its books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the Assets and Properties of the Company (other than liens for Taxes that are not yet due and payable), and there are no audits pending of the tax returns of the Company (whether federal, state, provincial, territorial, local or foreign) and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authority of any material deficiency;
- (m) 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;
- (n) no Person has any agreement, option, right or privilege (whether pre-emptive, 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 and, other than 25,000,000 special warrants of the Company, 535,644 common share purchase warrants of the Company, 11,000,000 performance warrants of the Company, the Subscription Receipts, the Special Warrants and Agents' Compensation Options;
- (o) except as disclosed to the Agents, no legal or governmental actions, suits, judgments, investigations or proceedings are pending to which the Company, or to the knowledge of the Company, the directors, officers or employees of the Company are a party or to which the Assets and Properties of the Company is subject and, to the knowledge of the Company, except as disclosed to the Agents, no such proceedings have been threatened against or are pending with respect to the Company or with respect to its Assets and Properties, and the Company is not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority;

- (p) the Company is not in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any Contract to which it is a party or by which it or its Assets and Properties may be bound;
- (q) the Company owns or has the right to use of all material Assets and Properties owned or used in the Business (other than Intellectual Property, with respect to which the representations and warranties in Sections 6.1(u)-(aa) apply) 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, including: (a) all Contracts that are material to its Business; and (b) all Assets and Properties necessary to enable the Company to carry on its Business as now conducted;
- (r) any and all of the agreements and other documents and instruments pursuant to which the Company holds the material Assets and Properties thereof are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof; the Company is not in default of any of the material provisions of any such agreements, documents or instruments nor, to the Company's knowledge, has any such default been alleged, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated; all leases, licences and claims pursuant to which the Company derives the interests thereof in such property and assets are in good standing and there has been no material default under any such lease, licence or claim and all Taxes required to be paid with respect to such Assets and Properties have been paid;
- (s) all material Contracts to which the Company is a party are in good standing and, to the Company's knowledge, in full force and effect, including, without limitation, the Proposed Transaction Agreement;
- (t) neither the Company nor, to the knowledge of the Company, any other party thereto is in default or breach of any Contract and, to the knowledge of the Company, there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a default or breach under any Contract which would give rise to a right of termination on the part of any other party to a Contract;
- (u) The Company has been monitoring the novel coronavirus disease outbreak and the potential impact on the Company, and its operations and has put appropriate control measures in place to reasonably minimize the risk to the health of all of its employees where the Company operates while continuing to operate;
- (v) (i) the Company owns, or has obtained valid and enforceable licenses for, or other rights to use, the Intellectual Property necessary to permit the Company to conduct its Business as currently conducted, including the Intellectual Property described in the Final Offering Memorandum; (ii) the Company has no knowledge that the Company lacks any rights or licenses to use all Intellectual Property necessary and material for the conduct of the Business; (iii) no third parties have rights to any Intellectual Property that is owned by or licensed to the Company, except as disclosed in the Final Offering Memorandum, other than rights acquired pursuant to non-exclusive licenses granted by the Company in the ordinary course of business or Intellectual Property licensed to the Company; (iv) all of the applied for or registered Intellectual Property that is owned by or licensed to the Company and necessary and material in the operation of the Business is in full force and effect and, to the knowledge of the Company, the Company has not failed to take any actions with respect to such applied for or registered Intellectual Property in a manner which would result in the abandonment, opposition, re-examination, rejection, impeachment, cancellation, termination, lapsing, limitation, expungement or unenforceability of any of such applied for or registered Intellectual Property; (v) all applications, registrations, filings, renewals and payments necessary to preserve the rights in and to the applied for or registered Intellectual Property that is owned by or licensed to the Company and necessary and material to the operation of the Business have been duly filed, made, prosecuted and maintained, are in good standing and are, if owned by the Company, recorded in the name of the Company, and the Company has not

received any written notice indicating that any application for registration of the Intellectual Property that is owned by the Company has been finally rejected or denied by the applicable reviewing authority, except as would not, individually or in the aggregate, have or would reasonably be expected to have a Material Adverse Effect; (vi) there is no pending, or to the knowledge of the Company threatened, action, suit, proceeding or claim by any other Person challenging the validity or enforceability of any Intellectual Property owned or licensed by the Company and the Company has no knowledge of any facts which form a reasonable basis for any such claim; and (vii) the Company has not received any written notice or claim challenging its ownership or right to use any of the Intellectual Property;

- (w) (i) the Company is the sole and exclusive legal and/or beneficial owner, as applicable, of, has good and marketable title to, and owns all right, title and interest in all material Intellectual Property that is owned by the Company, free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, options to purchase and restrictions or other adverse claims of any kind or nature, and the Company has no knowledge of any claim of adverse ownership in respect thereof; (ii) no consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Intellectual Property that is owned by the Company; and (iii) none of the Intellectual Property that is owned by the Company comprises an improvement to any Intellectual Property that would give any third Person any rights to any such Intellectual Property, including, without limitation, rights to license any such Intellectual Property;
- (x) (i) to the Company's knowledge, the conduct of the Business (including, without limitation, the use or other exploitation of the Intellectual Property owned or licensed by the Company) has not infringed, violated, misappropriated or otherwise conflicted with any intellectual property right of any third Person; and (ii) to the knowledge of the Company, there is no pending or threatened action, suit, proceeding or claim by any other person that the Company infringes or otherwise violates (or would infringe or otherwise violate upon commercialization of the Company's products under development) any intellectual property right owned by any other Person, and the Company has no knowledge of any facts which form a reasonable basis for any such claim;
- (y) to the Company's knowledge, no person has infringed or misappropriated, or is infringing or misappropriating, any rights of the Company in or to any of the Intellectual Property;
- (z) to the extent that any of the Intellectual Property that is owned by the Company is licensed or disclosed to any other Person by the Company, the Company has entered into a valid and subsisting written agreement with any such Person which contains terms and conditions prohibiting the unauthorized use or transfer of such Intellectual Property by such Person. Other than such agreements that have expired in accordance with their respective terms, all such agreements are in full force and effect and, to the knowledge of the Company, none of the Company or, any other Person, is in material default or material breach of its obligations thereunder;
- (aa) to the Company's knowledge, all moral rights as defined under the *Copyright Act* (Canada) or any other applicable legislation or by operation of law in any applicable jurisdiction have been waived in writing in favour of the Company and its successors or assignees with respect to the copyrightable works that are owned by the Company, except as would not, individually or in the aggregate, have or would reasonably be expected to have a Material Adverse Effect;
- (bb) except for the Company shareholder approval, the consent of the Target's shareholders and the Court orders required in connection with the Proposed Transaction, there are no third-party consents required to be obtained in order for the Company to complete the Proposed Transaction;
- (cc) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened by any Governmental Authority;

- (dd) the authorized capital of the Company consists of an unlimited number of (i) Class A Common Shares of which 1,015,444.45 are issued and outstanding as fully paid and non-assessable shares in the capital of the Company as of the date hereof and (ii) an unlimited number of Class B non-voting shares of which nil are issued and outstanding as fully paid and non-assessable shares in the capital of the Company as of the date hereof;
- (ee) (a) at the Closing Time there will be no securityholders' agreements to which the Company is a party and, to the knowledge of the Company, there will not be, at the Closing Time, any pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Company (except as provided for in this Agreement); and (b) at the time of the Proposed Transaction Closing there will be no securityholders' agreements to which the Company is a party and, to the knowledge of the Company, there will not be, at the time of the Proposed Transaction Closing, any pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Company (except as provided for in this Agreement);
- (ff) the Company owns no real property; and with respect to each premises of the Company which is material to the Business and which the Company occupies as tenant (the "**Leased Premises**"), the Company occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and, to the knowledge of the Company, each of the leases pursuant to which the Company occupies the Leased Premises is in good standing and in full force and effect in all respects;
- (gg) the Company is not a party to or bound by any collective agreement and is not currently conducting negotiations with any labour union or employee association;
- (hh) the Company is in material compliance 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;
- (ii) except as disclosed to the Agent's counsel in writing, other than employment agreements and any employee benefit plans entered into in the ordinary course of business, the Company does not have any agreements, plans or practices relating to the payment of any management, consulting, service or other fees or any bonuses, pensions, share of profits or retirement allowance, insurance, health or other employee benefits or any plan for retirement, 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 for the benefit of any current or former director, officer, employee or consultant of the Company;
- (jj) there has not been in the last two years and there is not currently any labour disruption that would reasonably be expected to have a Material Adverse Effect;
- (kk) except as disclosed to the Agent, other than the Proposed Transaction and transactions related thereto, to the Company's knowledge, none of the directors, officers or employees of the Company or any associate or affiliate of any of the foregoing has any interest, direct or indirect, in any transaction with the Company that materially affects, is material to or would reasonably be expected to materially affect the Company;
- (ll) except as disclosed to the Agent, the Company is not indebted to: (i) any director, officer or shareholder of the Company; (ii) any individual related to any of the foregoing by blood, marriage or adoption; or (iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in this Section 6.1(ll). None of those Persons referred to in this Section 6.1(ll) is indebted to the Company. The Company is not currently a party to any material Contract, agreement or understanding with any officer, director, employee, shareholder or any other Person not dealing at arm's length with the Company other than employment agreements;

- (mm) copies of the minute books and records of the Company made available to counsel for the Agents in connection with the due diligence investigation of the Company for the period from the date of incorporation to the date hereof are all of the minute books of the Company and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Company to the date hereof to the extent that minutes exist and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Company to the date hereof not reflected in such minute books;
- (nn) the Company's insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all applicable requirements of 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 is not in default in any respect with respect to the payment of any premium or compliance with any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which the Company 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 has not received notice from any of the insurers regarding cancellation of such insurance policy;
- (oo) other than the Agents, there is no Person acting or purporting to act at the request or on behalf of the Company that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement, with the exception of the issuance of 500,000 Common Shares paid to Asmina Hirji;
- (pp) except as disclosed to the Agents, since the date upon which the Disclosure Records were provided under Section 1(e)(ii), there has not occurred any material adverse change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the assets, liabilities (contingent or otherwise), properties, capital, affairs, prospects, business, operations or condition (financial or otherwise) of the Company;
- (qq) except for the Offering and the Proposed Transaction or other than as disclosed in the Final Offering Memorandum or in writing to the Agents, the Company has not:
 - (i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;
 - (ii) incurred any indebtedness or any liabilities or obligations, whether accrued, absolute, contingent or otherwise, except in the ordinary course of business; or
 - (iii) entered into any material transaction;
- (rr) the Company has conducted all transactions, negotiations, discussions and dealings in full compliance with anti-bribery and anti-corruption laws and regulations applicable in any jurisdiction in which they are located or conducting business (collectively "**Applicable Anti-Corruption Laws and Regulations**"). The Company has not made any offer, payment, promise to pay or authorization of payment of money or anything of value to any government official, or any other person while having reasonable grounds to believe that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a government official, for the purpose of (i) assisting the parties in obtaining, retaining or directing business; (ii) influencing any act or decision of a government official in his or its official capacity; (iii) inducing a government official to do or omit to do any act in violation of his or its lawful duty, or to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or department, agency, instrumentality or entity thereof; or (iv) securing any improper advantage;

- (ss) the operations of the Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes 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 (collectively, the “**Applicable Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Authority involving the Company with respect to Applicable Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened;
- (tt) all forward-looking information and statements of the Company and the Resulting Issuer contained in the Final Offering Memorandum and the assumptions underlying such information and statements, subject to any qualifications contained therein, are and will be reasonable in the circumstances as at the date on which such information, statements and assumptions were or are made;
- (uu) the statistical, industry and market related data included in the Final Offering Memorandum are derived from sources which the Company reasonably believes to be accurate, reasonable and reliable, and such data is and will be consistent with the sources from which it was derived;
- (vv) (i) the Company possess such permits, certificates, licences, approvals, registrations, qualifications, consents and other authorizations, (collectively, “**Governmental Licences**”), issued by the appropriate federal, provincial, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it in all jurisdictions in which it carries on business, that are material to the conduct of the business (as such business is currently conducted); (ii) the Company is in material compliance with the terms and conditions of all such Governmental Licences; (iii) all of such Governmental Licences are in good standing, valid and in full force and effect; (iv) the Company has received any notice of proceedings relating to the revocation, suspension, termination or modification of any such Governmental Licences; (v) the Company is not in material default with respect to filings to be effected or conditions to be fulfilled in order to maintain such Governmental Licences in good standing; (vi) none of such Governmental Licences contains any term, provision, condition or limitation which has or would reasonably be expected to affect or restrict in any material respect the operations or the business as now carried on or proposed to be carried on;
- (ww) there is no false or misleading information or significant omission in any submission made by or on behalf of the Company to any Regulatory Authority;
- (xx) the Company has not (i) offered, authorized, promised, made or agreed to make gifts of money, other property, other value or similar benefits or contributions to, or entered into any fee-splitting arrangement with, any actual or potential patient, health care provider, actual or potential business partner, governmental employee, or other Person in a position to assist or hinder the Company in connection with any actual or proposed transaction, or to any political party, political party official or candidate for federal, state, provincial or local public office in violation of any applicable law or (ii) maintained any unrecorded fund or asset of the Company for any improper purpose or made any false entries on its books and records for any reason;
- (yy) Odyssey Trust Company has been duly appointed as subscription receipt agent in respect of the Subscription Receipts;
- (zz) Odyssey Trust Company has been duly appointed as special warrant agent in respect of the Special Warrants; and
- (aaa) there is no actual or, to the Company’s knowledge, threatened enforcement actions by any Regulatory Authority against the Company.

6.2 Representations, Warranties and Covenants of the Agents. Each of the Agents hereby severally and not jointly nor jointly and severally represents, warrants and covenants to the Company, and acknowledges that the

Company is relying upon such representations, warranties and covenants in entering into the transactions contemplated hereby, that:

- (a) the Agents will use their “best efforts” to arrange for Purchasers in the Designated Jurisdictions and the Additional Countries;
- (b) the Agents have complied and will comply, and shall require any investment dealer or broker, other than the Agents, with which the Agents have a contractual relationship in respect of the sale of the Units (each a “**Selling Firm**”) to comply, with all applicable Securities Laws in connection with the offer and sale of the Units, and shall offer and sell the Units directly and through Selling Firms only upon the terms and conditions set out in this Agreement. The Agents shall require any Selling Firm appointed pursuant to this Agreement to comply with the covenants and obligations of the Agents hereunder;
- (c) the Agent is duly registered or licensed pursuant to the provisions of the Securities Laws in those jurisdictions in which it is required to be so registered or licensed in order to perform the services contemplated in this Agreement, or if or where not so registered or licensed, the Agent will act only through selling group members who are so registered or licensed;
- (d) the Agents and their representatives (including any Selling Firms) have not engaged in or authorized, and will not engage in or authorize, any form of Directed Selling Efforts, general solicitation or general advertising in connection with or in respect of the Subscription Receipts in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio, television or otherwise or 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;
- (e) the Agents will use commercially reasonable efforts to obtain a duly completed and executed Subscription Agreement and all applicable undertakings and other forms required under Securities Laws for the purchase and sale of the Units from each Purchaser;
- (f) the Agents and their representatives and any Selling Firm shall not provide prospective purchasers of the Units any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws (other than the Final Offering Memorandum) and shall not make use of any greensheet or other internal marketing document, without the consent of the Company;
- (g) the Agent has not solicited offers to purchase or sell the Units pursuant to the Offering so as to require the filing of a prospectus or registration statement with respect thereto; and
- (h) the Agents will use their commercially reasonable efforts to provide the Company on or prior to the Closing Date with all necessary information in respect of the Agents and the Purchasers to allow the Company to file with the Canadian securities regulators reports of the trades of the Units in accordance with Securities Laws and the required time frames.

The obligations of the Agents under this Section 6 are several and not joint or joint and several. No Agent will be liable for any act, omission, default or conduct by any other Agent or any Selling Firm appointed by any other Agent.

7. Closing Deliveries. The purchase and sale of the Units shall be completed at the Closing Time on the Closing Date electronically, or at such place as the Lead Agent (on behalf of the Agents) and the Company may agree. At or prior to the Closing Time, the Company shall duly and validly deliver to the Lead Agent (on behalf of the Agents) or as directed by the Lead Agent: (a) the Subscription Receipts by way of electronic deposit or in certificated form, against payment by the Lead Agent (and such other Persons to whom subscription have been forwarded, if applicable) to the Subscription Receipt Agent of the Escrowed Proceeds by wire transfer; (b) the Special Warrants by way of electronic deposit or in certificated form, against payment by the Lead Agent (and such other Persons to whom subscription proceeds have been forwarded, if applicable) to the Company of Special

Warrant Proceeds less one-fifth (1/5) of the Agents' Commission and all of the Agents' Expenses incurred up to and including the Closing Date by wire transfer; and (c) the Agents' Compensation Options, registered as directed by the Lead Agent on behalf of the Agents.

8. Closing Conditions. Each Purchaser's obligation to purchase the Units at the Closing Time and the Agents' obligations to close the purchase of the Units shall be conditional upon the fulfillment at or before the Closing Time of the following conditions:

- (a) the Agents shall have received a certificate, dated as of the Closing Date and addressed to the Agents (on its own behalf and on behalf of all of the Purchasers), signed by the Chief Executive Officer and Chief Financial Officer of the Company, or such other officers or directors of the Company as the Agents may agree, certifying for and on behalf of the Company, and without personal liability, to the best of the knowledge, information and belief of the persons so signing after due inquiry, that:
 - (i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company or prohibiting the sale of the Units or any of the Company's issued securities has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any Governmental Authority;
 - (ii) except as disclosed to the Agents, since the date upon which the Disclosure Records were provided to the Lead Agent under Section 1(e)(ii), (A) there has been no adverse change (financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Company; and (B) other than as disclosed in the Final Offering Memorandum and except for the Offering and the Proposed Transaction, no transaction has been entered into by the Company which is or would be material to the Company other than in the ordinary course of business;
 - (iii) the Company has duly complied with all the terms, covenants (in all material respects) and conditions of this Agreement on its part to be complied with up to the Closing Time; and
 - (iv) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement;
- (b) the Agents shall have received the form of certificate (the "**Target's Certificate**") provided in Schedule "A" of this Agreement, dated as of the Closing Date and addressed to the Agents (on its own behalf and on behalf of all of the Purchasers), signed by the Chief Executive Officer and Chief Financial Officer of the Target, or such other officers or directors of the Target as the Agents may agree, on behalf of the Target;
- (c) the Agents shall have received at the Closing Time a certificate dated the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company addressed to the Agents and their counsel, with respect to the constating documents of the Company, all resolutions of the Company's board of directors relating to the Material Agreements and otherwise pertaining to the issue and sale of the Units and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers and such other matters as the Agents may reasonably request;
- (d) each of the Material Agreements and the Proposed Transaction Agreement shall have been executed by the parties thereto in form and substance satisfactory to the Agents and their counsel,

acting reasonably, and the Proposed Transaction Agreement shall not have been terminated or amended in any respect;

- (e) the Agents shall have received satisfactory evidence that all requisite approvals and consents have been obtained by the Company in order to complete the Offering;
- (f) the Agents shall have received legal opinions addressed to the Agents and the Purchasers and the Agents' counsel, in form and substance satisfactory to the Agents and their counsel, acting reasonably, dated as of the Closing Date, from counsel for the Company, which counsel, in turn may rely, as to matters of fact, on certificates of officers of the Company, as appropriate and subject to confirmation by the Agents, with respect to the following matters:
 - (i) as to the incorporation and valid existence of the Company;
 - (ii) as to the corporate power and capacity of the Company to enter into the Material Agreements and the Proposed Transaction Agreement and to perform its obligations set out herein and therein, and each of the Material Agreements and the Proposed Transaction Agreement has been duly authorized and executed by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms (subject to customary exceptions);
 - (iii) none of (a) the execution of the Material Agreements and the Proposed Transaction Agreement by the Company and the fulfillment of the terms of the Material Agreements and the Proposed Transaction Agreement by the Company, (b) the offering, sale and issuance of the Units (including the Subscription Receipts and Special Warrants), (c) the issuance of the SR Shares upon the conversion of the Subscription Receipts, (d) the issuance of the SW Shares upon the exercise of the Special Warrants, (e) the issuance of the Agents' Compensation Options, (f) the issuance of ACO Shares upon the exercise of the Agents' Compensation Options, and (g) the issuance of the Units upon the exercise of the Over-Allotment Option, will result in a breach of and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under (A) any of the constating documents of the Company or (B) any laws of the Province of British Columbia or federal laws of Canada applicable therein applicable to the Company;
 - (iv) as to the authorized capital of the Company;
 - (v) all requisite action has been taken by the Company to authorize the creation and issuance of the Subscription Receipts;
 - (vi) all requisite action has been taken by the Company to authorize the creation and issuance of the Special Warrants;
 - (vii) all requisite action has been taken by the Company to authorize the creation and issuance of the Agents' Compensation Options;
 - (viii) all requisite action has been taken by the Company to authorize the creation and issuance of the Over-Allotment Option;
 - (ix) Odyssey Trust Company has been duly appointed as Subscription Receipt Agent in respect of the Subscription Receipts;
 - (x) the Subscription Receipts have been validly created and issued as subscription receipts of the Company and are legal, valid, binding and enforceable obligations of the Company;
 - (xi) the Special Warrants have been validly created and issued as special warrants of the Company and are legal, valid, binding and enforceable obligations of the Company;

- (xii) the SR Shares have been duly allotted and reserved for issuance upon the exchange of the Subscription Receipts;
- (xiii) the SW Shares issuable upon exercise of the Special Warrants have been duly allotted and reserved for issuance upon the exercise of the Special Warrants;
- (xiv) the Agents' Compensation Options have been validly created and issued by the Company and are legal, valid, binding and enforceable obligations of the Company;
- (xv) the ACO Shares issuable upon exercise of the Agents' Compensation Options have been duly allotted and reserved for issuance upon the exercise of the Agents' Compensation Options;
- (xvi) the SR Shares underlying the Subscription Receipts will, upon issuance in accordance with the terms of the Subscription Receipt Agreement, be validly issued as fully paid and non-assessable common shares in the capital of the Company;
- (xvii) the SW Shares underlying the Special Warrants will, upon due issuance in accordance with the Special Warrant Indenture, be validly issued as fully paid and non-assessable common shares in the capital of the Company;
- (xviii) the ACO Shares underlying the Agents' Compensation Options will, upon due exercise of the Agents' Compensation Options, be validly issued as fully paid and non-assessable common shares in the capital of the Company;
- (xix) the offering, issuance, sale and delivery of the Units to the Purchasers in the Designated Jurisdictions in accordance with the Subscription Agreement is exempt from the prospectus requirements of applicable Canadian Securities Laws and no prospectus will be required, no other document will be required to be filed, no proceeding will be required to be taken and no approval, permit, consent, order or authorization of the Canadian Securities Regulators will be required to be obtained under applicable Canadian Securities Laws to permit the offering, issue, sale and delivery of the Units, subject to the completion of filings required to be made under applicable securities laws after the completion of the Offering;
- (xx) the issuance and delivery of the Agents' Compensation Options to the Agents is exempt from the prospectus requirements of applicable Canadian Securities Laws and no prospectus will be required, no other document will be required to be filed, no proceeding will be required to be taken and no approval, permit, consent, order or authorization of the Canadian Securities Regulators will be required to be obtained under applicable Canadian Securities Laws to permit the issue and delivery of the Agents' Compensation Options, subject to the completion of filings required to be made after the completion of the Offering;
- (xxi) no filing, proceeding, approval, consent, order or authorization is required to be made, taken or obtained pursuant to the Canadian Securities Laws to permit the issuance by the Company, at no additional cost, of the SR Shares underlying the Subscription Receipts upon the automatic exchange of the Subscription Receipts, and the issuance of the SR Shares underlying the Subscription Receipts by the Company to Purchasers in accordance with the terms of the Subscription Receipt Agreement are exempt from the prospectus requirements of applicable Canadian Securities Laws and not subject to the registration requirements of applicable Canadian Securities Laws;
- (xxii) the issuance by the Company of the SW Shares upon due exercise of the Special Warrants will be exempt from the prospectus requirements of applicable Canadian Securities Laws and not subject to the registration requirements of applicable Canadian Securities Laws and no filing, proceeding, approval, consent or authorization is required

to be made, taken or obtained by the Company under applicable Canadian Securities Laws to permit such issuance;

- (xxiii) the issuance by the Company of the ACO Shares upon due exercise of the Agents' Compensation Options in accordance with terms of the Subscription Agreement will be exempt from the prospectus requirements of applicable Canadian Securities Laws and not subject to the registration requirements of applicable Canadian Securities Laws and no filing, proceeding, approval, consent or authorization is required to be made, taken or obtained by the Company under applicable Canadian Securities Laws to permit such issuance;
- (xxiv) the first trade in the Designated Jurisdictions by the Purchasers and the Agents of the SR Shares upon exercise of the Subscription Receipts, the SW Shares upon the exercise of the Special Warrants, the ACO Shares upon the exercise of the Agents' Compensation Options, respectively, is exempt from the prospectus requirements of applicable Canadian Securities Laws and no other documents are required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations of regulatory authorities required to be obtained by the Company or the Resulting Issuer under such Securities Laws to permit the first trade thereof provided that:
 - (A) the Resulting Issuer is and has been a "reporting issuer" (within the meaning of the Securities Laws of such jurisdiction) in a jurisdiction 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;
 - (C) no unusual effort is made to prepare the market or to create a demand for the securities of the Resulting Issuer that are the subject of the trade;
 - (D) no extraordinary commission or other consideration is paid to a person or company in respect of such trade;
 - (E) if the selling security holder is an insider or officer of the Resulting Issuer, the selling security holder has no reasonable grounds to believe that the Resulting Issuer is in default of "securities legislation" (as such term is defined in National Instrument 14-101– *Definitions*);
- (g) the Agents shall have received legal opinions addressed to the Agents and the Purchasers and the Agents' counsel, in form and substance satisfactory to the Agents and their counsel, acting reasonably, dated as of the Closing Date, from counsel for the Target, which counsel, in turn may rely, as to matters of fact, on certificates of officers of the Target, as appropriate and subject to confirmation by the Agents, with respect to the following matters:
 - (i) as to the incorporation and valid existence of the Target;
 - (ii) as to the corporate power and capacity of the Target to enter into Proposed Transaction Agreement and to perform its obligations set out herein and therein, and the Proposed Transaction Agreement has been duly authorized and executed by the Target and constitutes a legal, valid and binding obligation of the Target, enforceable against the Target in accordance with its respective terms (subject to customary exceptions);
- (h) if any Units are sold in the United States, the Company shall cause a favourable legal opinion to be delivered to the Agents by United States counsel to the Company, such opinion to be subject to such qualifications and assumptions as the Agents may agree and in form and substance satisfactory to the Agents, acting reasonably, to the effect that no U.S. Securities Act registration shall be required with respect to the offer and sale of the Units offered and sold in the United

States, or of the securities comprising or underlying such Units, and provided further that no opinion shall be required to be given with respect to any subsequent resale of any such securities;

- (i) each Agent (together with its U.S. Affiliate) that participated in the offer or sale of Units in the United States shall provide the Company with a certificate, substantially in the form of Exhibit I to Schedule "B", relating to the manner of the offer and sale of the Units in the United States or will be deemed to have represented and warranted for the benefit of the Company that neither it nor its U.S. Affiliate offered or sold Units in the United States;
- (j) the Agents shall have received a certificate of status with respect to each of the Company and the Target;
- (k) the Agents shall, in their sole discretion, be satisfied with their due diligence review with respect to the business, assets, financial condition, operating results, affairs and prospects of the Company and the Target, respectively; and
- (l) the Agents shall have received such other certificates, opinions, agreements or closing documents in form and substance reasonably satisfactory to the Agents as the Agents may reasonably request.

9. Termination Events.

- (a) The Agents (or any of them) shall be entitled to terminate their obligations hereunder and the obligations of the Purchasers in relation to the Offering by written notice to that effect given to the Company at or prior to the Closing Time if:
 - (i) the due diligence investigations performed by the Agents and/or their representatives reveal any material information or fact which might, in the sole opinion of the Agents, acting reasonably, adversely affect the quality of the investment or marketability of the Offering or the market price or value of the securities of the Company, the Target or the Resulting Issuer;
 - (ii) there should occur any material change (actual, contemplated or threatened) or any change in a material fact or occurrence of a material fact or event in the business, operations, assets, affairs, capital, prospects or condition (financial or otherwise) of the Company which, in the reasonable opinion of the Agents, would reasonably be expected to have a material adverse effect on the market price or value of the securities of the Company, the Target or the Resulting Issuer;
 - (iii) the Agents determine that there exists any fact or circumstance not generally disclosed to the public which, in the reasonable opinion of the Agents, would reasonably be expected to have a material adverse effect on the market price or value of the securities of the Company, the Target or the Resulting Issuer;
 - (iv) the Agents determines, acting reasonably, that the state of the financial markets, whether national or international, is such that the Units cannot be profitably marketed or it would be impractical to offer or to continue to offer the Units for sale;
 - (v) an order shall have been made by any Securities Regulator which restricts in any manner the distribution of the Units, the Subscription Receipts, the SR Shares, the Special Warrants, the SW Shares, the Agents' Compensation Options, the ACO Shares, the Over-Allotment Option, the Common Shares of the Company, the Common Shares of the Resulting Issuer or the Common Shares of the Target which remains outstanding for a sufficient length of time such that, in the reasonable opinion of the Agents (or any of them), such order materially adversely affects or may materially adversely affect the ability of the Agents (or any of them) to offer the Units for sale in the Designated Jurisdictions or the market price or value of the securities of the Company or the Resulting Issuer;

- (vi) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality or any securities regulatory authority or any law or regulation is enacted or changed which in the opinion of the Agents (or any of them), acting reasonably, seriously and adversely affects or will seriously and adversely affect the market price of the Units or the market price or value of the securities of the Company, the Target or the Resulting Issuer;
 - (vii) the Company is in breach of any term, condition or covenant of this Agreement required to be fulfilled at or prior to the Closing Time (the Company agreeing that all terms and conditions in this Agreement to be fulfilled at or prior to the Closing Time 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 it, that it will cause such conditions to be complied with in accordance with Section 4.1 of this Agreement, and that the Agents may waive, in whole or in part, or extend the time for compliance with, any terms and conditions of this Agreement without prejudice to their 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 an Agents only if the same is in writing and signed by such Agents);
 - (viii) the Company is in breach of any term of any Material Agreements in any material respect, or if any of the representations or warranties in this Agreement (including any of the representations and warranties incorporated by reference herein) or in any Material Agreement delivered by the Company in connection with the Offering is false or untrue or has become false or untrue, in any material respect;
 - (ix) any condition precedent set out in Section 8 remains outstanding and uncompleted at the Closing Time;
 - (x) a cease trading order is made or threatened respecting the Units, the Subscription Receipts, the SR Shares, the Special Warrants, the SW Shares, the Agents' Compensation Options, the ACO Shares, the Over-Allotment Option, the Common Shares of the Company, the Common Shares of the Resulting Issuer, the Common Shares of the Target or other securities by any Securities Regulator or other competent authority; or
 - (xi) if there should develop, occur, or come into effect or existence any event, action, state, condition (including without limitation, an act of terrorism) or major financial occurrence of a national or international consequence or any law or regulation which in the reasonable opinion of the Agents (or any of them), seriously adversely affects, or involves, or will, or could reasonably be expected to, seriously adversely affect, or involve the financial markets or the business, operations or affairs of the Company, the Target or the Resulting Issuer.
- (b) 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 best 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 each of the Agents, at its option in accordance with this Section 9, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by them to purchase the Subscription Receipts) by notice to that effect given to the Company at or prior to the Closing Time. The Agents may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to their rights in respect of any other of such terms and conditions or any other or subsequent breach or noncompliance, provided that any such waiver or extension shall be binding upon the Agents only if the same is in writing and signed by all of them.

10. Exercise of Termination Right. The rights of termination contained in Section 9 of this Agreement may be exercised by the Agents, and are in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Agents or the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by the Agents, there shall be no further liability on the part of such Agent(s) to the Company or on the part of the Company to such Agent(s) 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 12, 13, 14 and 15.

11. Survival of Representations and Warranties. Subject to following sentence, all terms, warranties, representations, covenants, indemnities and agreements herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transactions herein contemplated, excluding the Target's Certificate, shall survive the purchase and sale of the Units and continue in full force and effect for a period of three (3) years from the Closing Date for the benefit of the Agents, the Purchasers and/or the Company, as the case may be, and shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the purchase and sale of the Units or otherwise. For greater certainty, and without limiting the generality of the foregoing, the provisions contained in this Agreement in any way related to the indemnification of the Agents by the Company, or the contribution obligations of the Agents or those of the Company, shall survive and continue in full force and effect, indefinitely.

12. Indemnity.

- (a) The Company shall fully indemnify and save harmless each of the Agents and their respective affiliates and their respective directors, officers, employees, shareholders, partners, advisors and agents and each other person, if any, controlling each of the Agents or their affiliates (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against (other than loss of profits) any and all liabilities, claims (including securityholder actions, derivative or otherwise), actions, losses, costs, damages and expenses (including the aggregate amount paid in settlement of any action, suit, proceeding, investigation or claim) and the reasonable fees and expenses of their counsel (collectively, "**Losses**") that may be incurred in advising with respect to and/or defending 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**" and individually, a "**Claim**") to which any Indemnified Party may become subject or otherwise involved in any capacity insofar as the Losses and/or Claims relate to, are caused by, result from, arise out of or are in consequence of, or are in connection with, directly or indirectly:
 - (i) the breach of any representation or warranty of the Company made in this Agreement, any Material Agreement or the Proposed Transaction Agreement or the failure of the Company to comply with any of its covenants or other obligations in this Agreement, any Material Agreement or the Proposed Transaction Agreement or to satisfy any conditions contained in this Agreement, any Material Agreement or the Proposed Transaction Agreement required to be satisfied by the Company or any omission or alleged omission to state in this Agreement, any Material Agreement or the Proposed Transaction Agreement any fact required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;
 - (ii) any information or statement in the Final Offering Memorandum containing or being alleged to contain a misrepresentation or being or being alleged to be untrue, or based upon any omission or alleged omission in the Final Offering Memorandum to state in those documents any material fact required to be stated in those documents or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;
 - (iii) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, Securities Regulator, stock exchange or by any other competent authority, based upon any untrue statement, omission or misrepresentation or alleged

untrue statement, omission or misrepresentation contained in the Final Offering Memorandum or any other document or material filed or delivered on behalf of the Company pursuant to this Agreement or the other Material Agreements, preventing or restricting the trading in or the sale or distribution of the Units, the Subscription Receipts, the SR Shares, the Special Warrants, the SW Shares, the Agents' Compensation Options, the ACO Shares and the Over-Allotment Option.

- (iv) the non-compliance or alleged non-compliance by the Company or the Target with any Securities Laws or other regulatory requirements including the Company's or the Target's non-compliance with any statutory requirement to make any document available for inspection; or
 - (v) any misrepresentation or alleged misrepresentation relating to the Offering, whether oral or written and whether made during and in connection with the Offering, where such misrepresentation may give or gives rise to any other liability under any statute in any jurisdiction which is in force on the date of this Agreement.
- (b) If any Claim contemplated by this Section 12 shall be asserted against any of the Indemnified Parties, or if any potential Claim contemplated by this Section 12 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall notify in writing the Company as soon as possible of the nature of such Claim (provided that any failure to so notify in respect of any Claim or potential Claim shall affect the liability of the Company under this Section 12 only to the extent that the Company is materially and adversely prejudiced by such failure). The Company shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any such Claim; provided that the defence shall be through legal counsel selected by the Company and acceptable to the Indemnified Party, acting reasonably, and no admission of liability shall be made by the Company or the Indemnified Party without, in each case, the prior written consent of all the Indemnified Parties affected and the Company, such consent not to be unreasonably withheld. If such defence is assumed by the Company, the Company throughout the course thereof will provide copies of all relevant documentation to the Agents, will keep the Agents advised of the progress thereof and will discuss with the Agents all significant actions proposed. An Indemnified Party shall have the right to employ separate counsel in any such Claim and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:
- (i) the Company fails to assume the defence of such Claim on behalf of the Indemnified Party within fifteen (15) days of receiving notice of such suit;
 - (ii) the employment of such counsel has been authorized by the Company; or
 - (iii) the named parties to any such Claim (including any added or third parties) include the Indemnified Party and the Company and the Indemnified Party shall have been advised by counsel that representation of the Indemnified Party by counsel for the Company is inappropriate as a result of the potential or actual conflicting interests of those represented or that there may be legal defences available to the Indemnified Party or Indemnified Parties which are different from or in addition to those available to the Company or that the subject matter of the Claim may not fall within the foregoing indemnity;

in each of which cases the Company shall not have the right to assume the defence of such Claim on behalf of the Indemnified Party, but the Company shall be liable to pay the reasonable fees and disbursements of counsel for such Indemnified Parties as well as the reasonable costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Agents at their normal per diem rates for time spent by their respective directors, officers, employees or shareholders). Notwithstanding anything set forth herein, in no event shall the Company be liable

for the fees or disbursements of more than one firm of legal counsel for all Indemnified Parties in a particular jurisdiction.

- (c) The Company hereby acknowledges and agrees that, with respect to Sections 12 and 13 hereof, the Agents are contracting on their own behalf and as agents for their affiliates, directors, officers, employees, advisors, agents and each other person, if any, controlling any of the Agents or their respective affiliates, and their respective directors, officers, employees, advisors and agents (collectively, the “**Beneficiaries**”). In this regard, each Agent shall act as trustee for the Beneficiaries of the covenants of the Company under Sections 12 and 13 hereof with respect to the Beneficiaries and accepts these trusts and shall hold and enforce such covenants on behalf of the Beneficiaries.
- (d) The Company agrees to waive any right it may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on behalf of or in right of the Company for or in connection with the Offering subject to Section 12(g) hereof.
- (e) The Company agrees that in case any legal proceeding or investigation shall be brought or initiated against the Company and/or any of the Agents by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, in connection with the transactions contemplated by this Agreement, and if the Company and/or the Indemnified Parties shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Company by the Agents, the Indemnified Parties shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by the Indemnified Parties in connection therewith) and out-of-pocket expenses incurred by Indemnified Parties in connection therewith shall be paid by the Company as they occur. Notwithstanding anything set forth herein, in no event shall the Company be liable for the fees or disbursements of more than one firm of legal counsel for all Indemnified Parties in a particular jurisdiction.
- (f) The rights to indemnification provided in this Section 12 hereof shall be in addition to and not in derogation of any other rights which the Agents or any other Indemnified Party may have by statute or otherwise at law.
- (g) The rights to indemnification provided in this Section 12 shall not be available to an Indemnified Party in respect of Losses and/or Claims where a court of competent jurisdiction in a final judgment that has become non-appealable determines that such Losses and/or Claims resulted solely from the fraud, gross negligence, illegal acts, or willful misconduct of the Indemnified Party.

13. Contribution.

- (a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 12 hereof would otherwise be available in accordance with its terms but is, for any reason held to be illegal, unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, the Agents and the Company shall contribute to the aggregate of all Losses of the nature contemplated in Section 12 hereof and suffered or incurred by the Indemnified Parties in the following proportions: (i) the relative benefits received by the Agents, on the one hand (being the Agents’ Fees), and the relative benefits received the Company on the other hand (being the gross proceeds derived from the sale of the Units less the Agents’ Fees); (ii) the relative fault of the Company on the one hand and the

Agents on the other hand; and (iii) relevant equitable considerations; provided that the Company shall in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any excess of such amount over the amount of Agents' Fees actually received by the Agents or any other Indemnified Party under this Agreement and further provided that the Agents shall not in any event be liable to contribute, in the aggregate, any amount in excess of the total Agents' Fees or any portion thereof actually received by the Agents. However, no party who has engaged in any fraud, negligence, illegal acts, or wilful misconduct shall be entitled to claim contribution from any person who has not engaged in such fraud, negligence, illegal acts, or wilful misconduct.

- (b) The rights to contribution provided in this Section 13 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.
- (c) If an Indemnified Party has reason to believe that a claim for contribution may arise, the Indemnified Party shall give the Company notice thereof in writing, but failure to so notify shall not relieve the Company of any obligation which it may have to the Indemnified Party under this Section 13 provided that the Company is not materially and adversely prejudiced by such failure, and the right of the Company to assume the defence of such Indemnified Party shall apply as set out in Section 12 hereof, *mutatis mutandis*.

14. Expenses. Whether or not the Offering is completed, all reasonable expenses of or incidental to the issue of the Units or incidental to all matters in connection with the transactions herein set out (including all costs incurred in connection with the issuance of the Units, the Subscription Receipts, the SR Shares, the Special Warrants and the SW Shares) shall be solely borne by the Company including: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Units; (ii) the fees and expense of the Company's legal counsel; (iii) all costs incurred in connection with the preparation of documentation relating to the Offering; (iv) the reasonable fees and disbursements of the Agents' legal counsel (up to a maximum of \$43,000 plus any disbursements and applicable taxes); and (v) the reasonable out-of-pocket costs of the Agents including, without limitation, costs and expenses invoiced in the marketing of the Units, costs relating to roadshows (including travel expenses, hotel accommodations and meals), information meetings and the preparation of audio-visual and other information, meeting materials and costs incurred in connection with preparing, filing, printing and providing commercial copies of the Final Offering Memorandum and marketing materials (the "**Agents' Expenses**"). The Agents' Expenses incurred up to and including the Closing Date, including all taxes applicable thereon, will be retained by Mackie from the Special Warrant Proceeds. On the Escrow Release Date, any reasonable Agents' Expenses incurred following the Closing Date will be paid to Mackie by the Subscription Receipt Agent out of the Escrowed Funds, in accordance with the terms of the Subscription Receipt Agreement. In addition, the Company has agreed to pay Mackie a non-refundable work fee in the aggregate amount of \$43,000, plus all applicable taxes, which shall be due and payable by the Company to Mackie, on behalf of the Agents, on demand and be paid no later than 30 days after the Closing.

15. Alternative Transaction. If, the Company does not proceed with the Offering for any reason(s) within the scope of its control and during the period of six (6) months after the termination of the Offering, the Company enters into a binding agreement in respect of an "Alternative Transaction" (as hereinafter defined), the Company agrees to pay all Agents' Expenses owing to the Agent and any and all Agents' Commission and, to the extent such expenses and Agents' Commission have not already been paid by the Company. The Agents' Commission that would otherwise be payable, and any unpaid expenses shall be payable immediately following the completion of the Alternative Transaction.

An "Alternative Transaction" means any equity financing which results in gross proceeds to the Company of at least \$3,000,000.

16. Additional Rights of Mackie. Following the Closing of the Offering and until the end of the 12 month period following the Closing, if the Company or the Resulting Issuer requires any of the following additional services, Mackie shall be granted a right of first refusal to provide such services (exercisable within 5 business days of the Company or the Resulting Issuer providing written notice):

- (a) lead manager, lead underwriter or lead agent and sole bookrunner for any debt or equity financing;
- (b) the provision of a formal valuation or fairness opinion; and
- (c) any financial advisory assistance, whether in respect of any acquisition, divestiture or merger, amalgamation, arrangement or other business combination proposal, or otherwise.

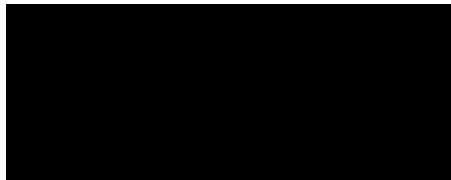
Any such agreement will be negotiated separately and in good faith (including fees) and be consistent with then prevailing industry practice.

17. Action by Mackie. All steps which must or may be taken by the Agents in connection with the closing of the Offering, with the exception of the matters relating to (i) termination of obligations; (ii) waiver and extension; and (iii) indemnification, contribution and settlement, may be taken by Mackie, on behalf of the Agents and Purchasers. The execution of this Agreement by the other Agents and by the Company shall constitute the Company's authority and obligation for accepting notification of any such steps from, and for delivering the Subscription Receipts by way of electronic deposit or otherwise, to or to the order of, Mackie.

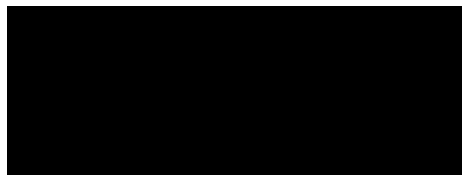
18. Publicity and Advertisements. Subject to any requirement of applicable law, none of the Agents or the Company shall make any public announcement or media statement concerning the Offering without the prior consent of the other parties. Notwithstanding the foregoing, following the Closing Date, the Agents shall (subject to the prior approval of the Company) be entitled to place advertisements or announcements in financial and other newspapers, journals or other publications at their own expense describing their services in connection with the Offering.

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

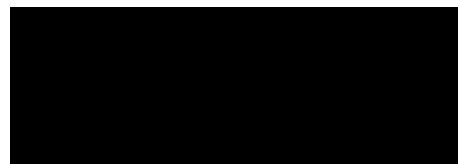
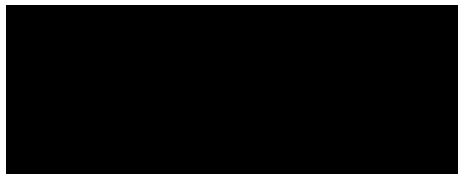
- (a) if to the Company, to:



with a copy (for informational purposes only and not constituting notice) to:

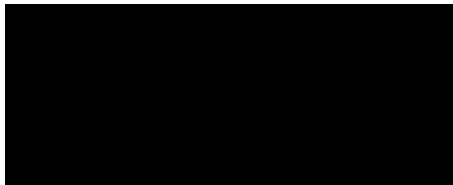


- (b) if to the Agents, to:





with a copy (for informational purposes only and not constituting notice) to:



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

Each notice shall be personally delivered to the addressee or sent by email transmission or other means of electronic transmission to the addressee and: (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by email transmission or other means of electronic transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

20. Relationship Between the Company and the Agents. In connection with the services described herein, the Agents shall each act as an independent contractor, and any duties of the Agents arising out of this Agreement shall be owed solely to the Company. The Company acknowledges that the Agents are securities firms engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the Business of the Company. The Company acknowledges and agrees that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Company, on the one hand, and each of the Agents and any of their respective affiliates through which the Agents may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents or such affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. Information which is held elsewhere within the Agents, but of which none of the individuals in the investment banking department or division of the Agents involved in providing the services contemplated by this agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Agents to the Company under this Agreement.

21. Mackie as a Dealer. The Company acknowledges that Mackie is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services and that in the ordinary course of its trading and brokerage activities, Mackie and its affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Company, or any other company that may be involved in a transaction or related derivative securities.

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

23. Currency. Unless otherwise noted, all references herein to dollar amounts are to lawful money of Canada.

- 24. Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.
- 25. Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.
- 26. Knowledge, Construction, etc.** Where any representation or warranty contained in this Agreement is expressly qualified by reference to the “knowledge” of the Company, or where any other reference is made herein to the “knowledge” of the Company, it shall be deemed to refer to the actual knowledge, after due enquiry, of the officers or directors of the Company. The term “including” means “including without limiting the generality of the foregoing”.
- 27. Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings including for greater certainty, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.
- 28. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.
- 29. Governing Law.** 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.
- 30. Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company, the Agents and the Purchasers and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein or in the Subscription Agreement, this Agreement shall not be assignable by any party without the written consent of the others.
- 31. Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.
- 32. Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.
- 33. Language.** The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressément demandées que la présente convention ainsi que tout avis, tout état de compte et tout autre document a être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*
- 34. Obligations of the Agents.** In performing their respective obligations under this Agreement, the Agents shall be acting severally and not jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture between the Agents, the Company and/or the Target.
- 35. Counterparts and Facsimile Copies.** This Agreement may be executed in any number of counterparts and by facsimile or other means of electronic transmission, which taken together shall form one and the same agreement.

[signatures on the next page]

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 Agents.

Yours very truly,

MACKIE RESEARCH CAPITAL CORPORATION

Per: "Jovan Stupar"
Authorized Signing Officer

PI FINANCIAL CORP.

Per: "Blake Corbet"
Authorized Signing Officer

ECHELON WEALTH PARTNERS INC.

Per: "Karanjit Bhugra"
Authorized Signing Officer

CANACCORD GENUITY CORP.

Per: "Shoaib Ansari"
Authorized Signing Officer

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

DATED the 27 day of January, 2021.

TELECURE TECHNOLOGIES INC.

Per: "Eli Dusenbury"
Authorized Signing Officer

SCHEDULE "A"

CERTIFICATE OF MYAPPS CORP.

All capitalized terms not otherwise defined hereunder shall have the meaning ascribed thereto in the agency agreement dated January 27, 2021 (the "**Agency Agreement**") among Mackie Research Capital Corporation, PI Financial Corp., Echelon Wealth Partners Inc., Canaccord Genuity Corp. and Telecure Technologies Inc.

1. MyApps Corp. (the "**Target**") represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the completion of the Offering, that:
 - (a) the Target is a corporation incorporated and validly existing under the laws of the state of Florida and neither the Target nor, to the knowledge of the Target, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing the Target's dissolution or winding up, and the Target has all requisite corporate power and corporate authority to enter into the Proposed Transaction Agreement and to carry out its obligations thereunder;
 - (b) all information and statements contained in the Disclosure Records pertaining to the Target (the "**Target Disclosure Records**") are true and correct in all material respects at the time of delivery thereof, that the Target Disclosure Records contain no misrepresentation, and that no material fact or information has been omitted therefrom which is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made;
 - (c) the Target is not a "reporting issuer" under Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder, and is not in default of the requirements of the Securities Laws in any jurisdiction in all material respects;
 - (d) the Target has been conducting its business in compliance in all material respects with all applicable laws, rules, regulations, orders and directions of Governmental Authorities of each jurisdiction in which it carries on its business and has not received a notice of material noncompliance, and, to the knowledge of the Target, there are no facts that would give rise to a notice of material non-compliance with any such laws, rules, regulations, orders and directions;
 - (e) the execution and delivery of the Proposed Transaction Agreement and the closing of the Proposed Transaction, the performance by the Target of its obligations thereunder, and the consummation of the transactions contemplated in the Proposed Transaction Agreement, including the Proposed Transaction, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Target, including Securities Laws; (ii) the constating documents, by-laws or resolutions of the Target which are in effect at the date hereof; or (iii) any judgment, decree or order binding the Target or its Assets and Properties;
 - (f) the Proposed Transaction Agreement has been duly authorized and executed by the Target and constitutes a valid and binding obligation of the Target and is enforceable against the Target 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;
 - (g) the Target 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 the accounting standards applicable to the Target and to maintain accountability for assets;

- (h) no Person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued common shares of the Target or other securities of the Target and, other than the US\$341,258 in SAFEs (the "SAFES") to purchase Class "B" Common Stock in the capital of the Target ("Class B Shares"), no rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Target are outstanding;
- (i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Target (including the common shares of the Target) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Target, are pending, contemplated or threatened by any Governmental Authority;
- (j) the authorized capital of the Target consists of 5,800,00 Class "A" Common Stock in the capital of the Target ("Class A Shares") and 3,200,000 Class B Shares, of which 5,800,000 Class "A" Shares and 2,600,000 Class B Shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Target as of the date hereof;
- (k) all Taxes due and payable or required to be collected or withheld and remitted, by the Target have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by the Target have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Target, no examination of any tax return of the Target is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Target. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Target;
- (l) there are no and, at the Closing Time, there will be no securityholders' agreements, with the exception of the SAFEs, to which either the Target is a party, and to the knowledge of the Target there are no, and at the Closing Time there will be no, pooling agreements, voting trusts or other similar agreements (with the exception of certain voting support agreements entered into in connection with the Proposed Transaction) with respect to the ownership or voting of any of the securities of the Target;
- (m) there is no Person acting or purporting to act at the request or on behalf of the Target that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by the Proposed Transaction Agreement;
- (n) the Target has made backups of all material Software and databases used by it and maintain such backups at a secure off-site location. The Target has taken all reasonable steps: (i) to maintain the integrity and security of its systems and network infrastructure in connection with the collection, transmission and storage of electronic data, including video and imagery; and (ii) to protect the information technology and communication systems used in connection with their operations and business from contamination, corruption, computer viruses, firewall breaches, sabotage, hacking or other software routines or hardware components that would permit material unauthorized access or the unauthorized disablement, theft or erasure of its information technology systems, communication systems, imagery, products or Software. The Target has disaster recovery and security plans and procedures in place and there have been no material unauthorized intrusions or breaches of the security of the information technology or communication systems used in connection with their operations and business;
- (o) to the Target's knowledge, without independent verification, the Target's computer program, operating system, application, system, firmware or software of any nature, whether operational, active, under development or design, non-operational or inactive, including all object code, source

code (collectively, "**Software**") owned by, licensed to or used by the Target, does not contain any undisclosed program routine, device or other feature, including viruses, worms, bugs, time locks, Trojan horses or back doors, in each case that is designed to delete, disable, deactivate, interfere with or otherwise harm such Software, and any virus or other intentionally created, undocumented contaminant that may, or may be used to, access, modify, delete, damage or disable any hardware, system or data. To the knowledge of the Target, without independent verification, the Target has in its possession copies of all source code for all Software owned by the Target. To the knowledge of the Target, without independent verification, there has been no disclosure of such programs other than through licensing of object code versions, and no person has the right, actual or contingent, to use or access any source code of the Target and each object code copy so distributed is the subject of a valid, existing and enforceable license agreement. None of the Software owned by, licensed to or used by the Target contains any open source, "copyleft" or community source code, including any libraries or code licensed under the "General Public License", "Lesser General Public License" or any other license agreement or arrangement obliging the Target, to make source code publicly available, whether or not approved by the "Open Source Initiative"; and

- (p) the Target has security measures and safeguards in place to protect personal information it collects from customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Target has complied with all applicable privacy and consumer protection legislation and has not collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Target has taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse as required by Applicable Laws. There has been no loss, damage, or unauthorized access, intrusions, use modification, or other misuse of any information collected, controlled or held by the Target. To the knowledge of the Target, no Person has provided any notice, made any claim, or commenced any proceeding with respect to loss, damage, or unauthorized access, use or modification, or other misuse of any such information by the Target; and there is no reasonable basis for any such notice, claim or proceeding.
2. The Target shall be deemed to be making to the Agents and to the Purchasers the representations and warranties of the Target in section 3.01 of the Arrangement Agreement dated December 15, 2020 between Telecure Technologies Inc., 1278859 B.C. Ltd. and the Target (the "**Arrangement Agreement**"), as modified by the Company Disclosure Letter to the Arrangement Agreement, and any certificates or documents delivered pursuant to or in connection with the closing of the transactions provided for therein as if the same had been repeated and made to the Agent.
 3. The Target hereby covenants to the Agents and to the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the completion of the Offering, that:
 - (a) The Target will deliver to the Agents copies of all material correspondence and other written communications between the Target, the Securities Regulators of the Designated Jurisdictions and other jurisdictions relating to the Offering and the Proposed Transaction and will generally keep the Agents apprised of the progress and status of, including all favourable and adverse developments relating to, the Offering and the Proposed Transaction.
 4. The representations and warranties of the Target contained in: (i) Section 1 of this certificate shall survive the purchase and sale of the Units and continue in full force and effect for a period of three (3) years from the Closing Date for the benefit of the Agents, the Purchasers and/or the Company; and (ii) Section 2 of this certificate shall survive until the Proposed Transaction Closing for the benefit of the Agents, the Purchasers and/or the Company.

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DATED at _____, this 27th day of January, 2021.

MYAPPS CORP.

Per:

"Adnan Malik"

Authorized Signatory

SCHEDULE “B”

U.S. OFFERS AND SALES

As used in this Schedule “B” and Exhibit I hereto, the following terms shall have the meanings indicated:

- (a) **“General Solicitation”** and **“General Advertising”** mean “general solicitation” and “general advertising”, as used in Rule 502(c) of Regulation D, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, broadcast over radio or television, or published or broadcast on the internet or by other means of electronic display, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (b) **“Offshore Transaction”** means an “offshore transaction” as that term is defined in Rule 902(h) of Regulation S;
- (c) **“Securities”** means the Units and the securities comprising and underlying the Units;
- (d) **“U.S. Accredited Investor”** means an accredited investor as defined in Rule 501(a) of Regulation D;
- (e) **“U.S. Exchange Act”** means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder; and
- (f) **“U.S. Subscription Agreement”** means the Subscription Agreement for U.S. Purchasers;

All other capitalized terms used but not otherwise defined in this Schedule “B” shall have the meanings ascribed to them in the Agency Agreement to which this Schedule “B” is attached.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants, acknowledges and agrees, to and with the Agents, as at the date hereof and as of the Closing Date, that:

1. The Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. Except with respect to offers of Units by the Agents through their respective U.S. Affiliates to U.S. Purchasers for sale directly by the Company in reliance upon Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable U.S. state securities laws, neither the Company nor any of its affiliates, nor any person acting on any of their behalf (other than the Agents, their respective U.S. Affiliates, any members of the selling group formed by them, or any person acting on any of their behalf, as to whom the Company makes no representation, warranty, covenant, acknowledgement or agreement), has made or will make (A) any offer to sell, or any solicitation of an offer to buy, any Units to, or for the account or benefit of, a person in the United States or a U.S. Person, or (B) any sale of Units unless, at the time the buy order was or will have been originated, (i) the Purchaser is outside the United States and not a U.S. Person, 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 and not a U.S. Person.
2. Neither the Company, nor any of its affiliates, nor any person acting on any of their behalf (other than the Agents, their respective U.S. Affiliates, any members of the selling group formed by them, or any person acting on any of their behalf, as to whom the Company makes no representation, warranty, covenant, acknowledgement or agreement) has engaged 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 and/or Section 4(a)(2) of the U.S. Securities Act or the exclusion afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Securities pursuant to the Agreement, including this Schedule “B”.

3. Neither the Company, nor any of its affiliates, nor any person acting on any of their behalf (other than the Agents, their respective U.S. Affiliates, any members of the selling group formed by them, or any person acting on any of their behalf, as to whom the Company makes no representation, warranty, acknowledgement, covenant or agreement) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
4. Except with respect to the offer and sale of the Units and the issuance of the other Securities contemplated by the Agreement, neither the Company nor any person acting on behalf of the Company has, for the period beginning six months prior to the date of the commencement of the Offering, sold, offered for sale or solicited any offer to buy any of the Company's securities of the same or similar class as any of the securities comprising the Securities, and will not do so for a period ending six months following the completion of the Offering, in a manner that would be integrated with the offer and sale of the Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D and/or afforded by Section 4(a)(2) of the U.S. Securities Act to become unavailable with respect to the offer and sale of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons.
5. Neither the Company nor 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.
6. None of the Company, its affiliates or any person acting on any of their behalf (other than the Agents, their respective U.S. Affiliates, any members of the selling group formed by them, or any person acting on any of their behalf, as to whom the Company makes no representation, warranty, covenant, acknowledgement or agreement) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the Offering contemplated by this Agreement.
7. The Company shall duly prepare and file with the SEC a Form D within 15 days after the first sale of Units offered and sold in reliance on Rule 506(b) of Regulation D, and will file such notices and other documents as are required to be filed under the U.S. state securities laws of the states in which Units are sold to satisfy the requirements of applicable exemptions from registration or qualification of the Securities under such laws.
8. Neither the Company nor any of its predecessors has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act.
9. With respect to the Units offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), the Company, its predecessors, any "affiliated" (as such term is defined in Rule 501(b) of Regulation D) issuer issuing securities in the offering of the Regulation D Securities, any director, executive officer or other officer of the Company participating in the offering of the Regulation D Securities, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, and 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 Regulation D Securities (each an "**Issuer Covered Person**" and, collectively, the "**Issuer Covered Persons**", other than any Dealer Covered Person (as defined below), as to whom no representation, warranty, covenant, acknowledgement or agreement is made) is not, and as of the Closing Date and until the termination or expiration of this Agreement will not be, in the case of each of such persons or entities specified above, subject to any event specified in Rule 506(d)(1) of Regulation D or any proceeding that could result in any such event that would, prior to the application of any exceptions contained in Rule 506(d) or (e) of Regulation D, either (A) require disclosure under the provisions of Rule 506(e) of Regulation D (in the case of this clause (A), a "**Disclosure Event**") or (B) result in disqualification under Rule 506(d)(1) of Regulation D of the Company's use of the Rule 506 exemption under the U.S. Securities Act for the sale of the Units (in the case of this clause (B), a "**Disqualifying Event**"). The Company shall immediately notify the Lead Agent if it or any of the other aforementioned persons or entities becomes subject to a Disclosure Event or a Disqualifying Event at any time prior to the final closing of the Offering. The Agents shall have

the right to request reasonable documentation from the Company related to any event described in this paragraph,

10. As of the Closing Date, the Company 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 Regulation D Securities.

Representations, Warranties, Covenants of the Agents

The Agents acknowledge that the Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. Assuming the truth and accuracy of the representations, warranties, covenants, acknowledgements and agreements made by the Company in the Agreement, including this Schedule “B”, each Agent represents, warrants, acknowledges, covenants and agrees, to and with the Company, as of the date hereof and as of the Closing Date, that:

1. It has not arranged and will not arrange for the offer and sale of any Units except: (a) in Offshore Transactions in accordance with Rule 903 of Regulation S; or (b) to U.S. Purchasers in transactions that are exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 506(b) of Regulation D and similar exemptions under applicable U.S. state securities laws, as provided in paragraphs 2 through 13 below. Accordingly, none of the Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf, has made or will make (except as permitted in paragraphs 2 through 13 below) any (i) offer to sell or any solicitation of an offer to buy, any Units to, or for the account or benefit of, any person in the United States or any U.S. Person, (ii) arrangement for any sale of Units to any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States and not a U.S. Person, or the Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf reasonably believed that such Purchaser was outside the United States and not a U.S. Person, 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 Units, except with its U.S. Affiliate, any selling group members, or with the prior written consent of the Company. It shall require its U.S. Affiliate and each selling group member to agree, for the benefit of the Company, to comply with, and shall use commercially reasonable efforts to ensure that its U.S. Affiliate and each selling group member complies with, the provisions of this Schedule “B” applicable to the Agent as if such provisions applied directly to such U.S. Affiliate or selling group member.
3. All offers of Units by it to, or for the account or benefit of, persons in the United States or U.S. Persons shall be solicited by the Agent through its U.S. Affiliate, which on the dates of such offers by the Agent through its U.S. Affiliate and subsequent sales by the Company was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable U.S. state securities laws (unless exempted from such state’s broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc., in accordance with all applicable United States state and federal securities laws governing the registration and conduct of broker-dealers.
4. Neither the Agent nor its U.S. Affiliate, either directly or through a person acting on any of their behalf, has solicited or will solicit offers for, or has offered to sell or will offer to sell, any of the Units in the United States or to, or for the account or benefit of, U.S. Persons by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
5. Any offer or solicitation of an offer to buy Units that has been made or will be made by it to, or for the account or benefit of, a person in the United States or a U.S. Person was or will be made only to a U.S.

Accredited Investor in each case in compliance with Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable U.S. state securities laws.

6. Immediately prior to soliciting any person that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf, had a pre-existing relationship and had reasonable grounds to believe and did believe that each such person was a U.S. Accredited Investor, and at the time of completion of each sale of Units by the Company to a U.S. Purchaser, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf will have reasonable grounds to believe and will believe, that each U.S. Purchaser designated by the Agent or its U.S. Affiliate to purchase Units from the Company is a U.S. Accredited Investor.
7. Prior to arranging for any sale of Units by the Company to a U.S. Purchaser, the Agent (through its U.S. Affiliate) shall cause each such U.S. Purchaser to execute a U.S. Subscription Agreement in a form mutually acceptable to the Company and the Agent.
8. At least one Business Day prior to the Closing Date, the Company will be provided with a list of the names and addresses of all U.S. Purchasers of the Units.
9. At Closing, the Agent and its U.S. Affiliate will provide a certificate, substantially in the form of Exhibit I hereto, relating to the manner of the offer and sale of the Units to, or for the account or benefit of, persons in the United States or U.S. Persons, or will be deemed to have represented that neither it nor its U.S. Affiliate offered or sold Units to, or for the account or benefit of, persons in the United States or U.S. Persons.
10. Each U.S. Purchaser solicited by the Agent through its U.S. Affiliate will be informed that the Securities have not been and will not be registered under the U.S. Securities Act and that the Units are being offered and sold to such U.S. Purchaser in reliance on an exemption from the registration requirements of the U.S. Securities Act and that the Securities are “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons, nor may hedging transactions involving such securities be conducted, unless such securities are registered under the U.S. Securities Act and any applicable state securities laws, an exemption from such registration is available or such registration is otherwise not required.
11. None of the Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the Offering contemplated hereby.
12. With respect to the Regulation D Securities, each (i) Agent and its U.S. Affiliate; (ii) any general partner, managing member or equivalent entity of such Agent and its U.S. Affiliate; or (iii) any (x) director or executive officer of any such entity specified in clause (i) or (ii) or (y) other officer, employee, agent or representative of any such entity specified in clause (i) or (ii) that will participate in or receive (directly or indirectly) remuneration in connection with the offering of the Units (each a “**Dealer Covered Person**” and, collectively, the “**Dealer Covered Persons**”) is not, and as of the Closing Date and until the termination or expiration of this Agreement will not be, in the case of each of such persons or entities specified in clauses (i) through (iii), subject to any Disclosure Event or any Disqualifying Event. Each Agent shall immediately notify the Company if it or any of the other aforementioned persons or entities related to such Agent becomes subject to a Disclosure Event or a Disqualifying Event at any time prior to the final closing of the Offering. The Company shall have the right to request reasonable documentation related to any event described in this paragraph, and notwithstanding anything to the contrary contained in the Agreement, shall be entitled to disclose any Disclosure Event as contemplated by Rule 506(e).

13. As of the Closing Date, the Agent 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 Regulation D Securities.

EXHIBIT I TO SCHEDULE "B"

AGENT'S CERTIFICATE

In connection with the offer and sale to, or for the account or benefit of, persons in the United States and U.S. Persons of Units of Telecure Technologies Inc. (the "**Company**") to U.S. Accredited Investors pursuant to an agency agreement dated January 27, 2021 between the Company the agents named therein (the "**Agency Agreement**"), each of the undersigned do hereby certify as follows:

- (a) on the date of this Certificate and on the date of each offer, solicitation of an offer or sale of Units to, or for the account or benefit of, a person in the United States or a U.S. Person, the U.S. Affiliate is and was: (A) a duly registered broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the laws of each state where offers and sales of Units were made (unless exempted from the respective state's broker-dealer registration requirements), and (B) a member of and in good standing with the Financial Industry Regulatory Authority, Inc.;
- (b) all offers and sales of Units to, or for the account or benefit of, persons in the United States or U.S. Persons have been effected and arranged by the U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements;
- (c) immediately prior to offering or soliciting offers for the Units to, or for the account or benefit of, persons in the United States or U.S. Persons, we had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor, and, on the date of this Certificate, we continue to believe that each such U.S. Purchaser purchasing Units from the Company is a U.S. Accredited Investor;
- (d) no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Units to, or for the account or benefit of, persons in the United States or U.S. Persons;
- (e) in connection with each sale by the Company of Units to U.S. Purchasers, we caused each such U.S. Purchaser to execute and deliver to the Company a U.S. Subscription Agreement in the form agreed by the Company and the Agent;
- (f) we have not engaged and will not engage in any violation of Regulation M under the U.S. Exchange Act in connection with offers or sales of the Units;
- (g) each of the undersigned 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 Regulation D Securities; and
- (h) the offers and solicitations of offers of the Units to, or for the account or benefit of, persons in the United States or U.S. Persons have been conducted by us in accordance with the terms of the Agency Agreement, including Schedule "B" to the Agency Agreement.

Terms used in this certificate have the meanings ascribed to them in the Agency Agreement (including Schedule "B" attached thereto) unless otherwise defined herein.

Dated this _____ day of _____, 2021.

[AGENT]

[U.S. AFFILIATE OF AGENT]

By: _____
Name:
Title:

By: _____
Name:
Title: