

AGENCY AGREEMENT

October 27, 2020

Euro Asia Pay Holdings Inc.
Suite 100 – 200 Granville Street
Vancouver, BC V6C 1S4

Attention: Mr. Charles Newton Price, CEO

Dear Sirs:

The undersigned, Canaccord Genuity Corp. (the “**Agent**”), hereby agrees to offer for purchase and sale on a ‘commercially reasonable efforts’ agency basis and Euro Asia Pay Holdings Inc. (the “**Corporation**”), upon and subject to the terms hereof, agrees to issue and sell through the Agent, a minimum 8,000,000 units and a maximum of 12,000,000 units of the Corporation (each an “**Offered Unit**”) at a price of \$0.25 per Offered Unit (the “**Offering Price**”) for maximum aggregate gross proceeds of \$3,000,000. Each Offered Unit is comprised of one Common Share (as defined herein) of the Corporation (a “**Unit Share**”) and one warrant (a “**Unit Warrant**”). Each Warrant is exercisable to acquire one Common Share (a “**Unit Warrant Share**”) at a price of \$0.45 per Unit Warrant Share at any time up to 4:30 p.m. (Vancouver time) on the date that is 24 months following the Closing Date (as defined herein) (the “**Warrant Expiry Date**”). The Unit Shares will be issued and governed pursuant to the terms of the Warrant Indenture (as defined herein) between the Corporation and the Warrant Agent (as defined herein). The description of the Warrants herein is a summary only and is subject to the specific attributes and provisions set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

The Corporation also hereby grants the Agent the option (the “**Agent’s Option**”) to sell up to an additional 1,800,000 Units (the “**Additional Units**”), exercisable in whole or in part at any time up to 48 hours prior to the Closing (as defined herein) of the Offering at the Offering Price for additional gross proceeds of up to \$450,000. Each Additional Unit is comprised of one Common Share (an “**Additional Share**”) and one Warrant (an “**Additional Warrant**”). Each Additional Warrant may be exercised by the holder to acquire one Common Share (each an “**Additional Warrant Share**”) at a price of \$0.45 per Additional Warrant Share at any time up to 4:30 p.m. (Vancouver time) on the date that is 24 months following the Closing Date. Each Additional Warrant will be issued pursuant to the Warrant Indenture. If the Agent elects to exercise the Agent’s Option, the Agent shall notify the Corporation in writing not later than 48 hours before the Closing Date, which notice shall specify the number of Additional Units to be sold. The closing of the Agent’s Option shall occur at the Closing Time (as defined herein).

The offering by the Corporation of Units described in this Agreement is hereinafter referred to as the “**Offering**” and unless otherwise required by the context, references to the “**Offering**” shall include the offering of Additional Units, references to the “**Offered Units**” shall include the Additional Units, references to the “**Unit Shares**” shall include the Additional Shares, references to the “**Unit Warrants**” shall include the Additional

Warrants and references to the “**Unit Warrant Shares**” shall include the Additional Warrant Shares.

The net proceeds of the Offering shall be used by the Corporation substantially in accordance with the disclosure set out under “Use of Proceeds” in the Final Prospectus (as defined herein).

The Agent understands that the Corporation has prepared and, concurrently with or immediately after the execution hereof, will file a final long form prospectus and all necessary documents relating thereto and will take all additional steps to qualify the Offered Units for distribution in British Columbia, Alberta and Ontario (collectively, the “**Qualifying Jurisdictions**”) and such other offshore jurisdictions which are approved by the Corporation. The Agent intends to make a public offering of the Offered Units in the Qualifying Jurisdictions upon the terms set forth herein and in the Prospectus (as defined herein). The Corporation acknowledges and agrees that the Agent may offer and sell the Offered Units to or through any affiliate of the Agent and that any such affiliate may offer and sell the Offered Units to or through the Agent. The Agent shall be entitled to appoint a soliciting dealer group consisting of other registered dealers for the purposes of arranging for purchasers of the Offered Units, defined herein as Selling Firms.

In consideration of the Agent’s services to be rendered in connection with the Offering, the Corporation shall: (a) pay to the Agent at the Closing a corporate finance fee of \$157,500 (the “**Corporate Finance Fee**”) of which \$75,000 will be payable in cash (the “**Cash Corporate Finance Fee**”) and \$82,500 will be payable by the issuance of 330,000 Units (the “**CF Units**”) to the Agent at a deemed price of \$0.25 per CF Unit; each CF Unit is comprised of one Common Share (a “**CF Unit Share**”) and one Warrant (a “**CF Unit Warrant**”), with each CF Unit Warrant exercisable into one Common Share (a “**CF Unit Warrant Share**”) at a price of \$0.45 per CF Unit Warrant Share at any time up to 4:30 p.m. (Vancouver time) on the date that is 24 months following the Closing Date; (b) pay to the Agent at the Closing a cash commission (the “**Commission**”) equal to 8.0% of the gross proceeds realized by the Corporation in respect of the sale of the Offered Units other than in respect of gross proceeds from the sale of Offered Units to purchasers on the President’s List (as defined herein) which will be reduced from 8% to 4.5%; and (c) issue to the Agent at the Closing, that number of non-transferable compensation warrants (“**Agent’s Compensation Warrants**”) equal to 8.0% of the number of Offered Units issued under the Offering other than in respect of Offered Units issued to purchasers on the President’s List which will be reduced from 8% to 4.5%. The obligation of the Corporation to pay the Commission and issue the Agent’s Compensation Warrants shall arise at the Closing Time against payment for the Offered Units and the Commission and the Agent’s Compensation Warrants shall be fully earned by the Agent at that time. Each Agent’s Compensation Warrant may be exercised by the holder to acquire one Unit (each an “**Agent’s Unit**”) at a price of \$0.25 per Agent’s Unit at any time up to 4:30 p.m. (Vancouver time) on the date that is 24 months following the Closing Date. Each Agent’s Unit is comprised of one Common Share (an “**Agent’s Unit Share**”) and one non-transferable common share purchase warrant (each an “**Agent’s Unit Warrant**”). Each Agent’s Unit Warrant is exercisable into one Common Share at a price of \$0.45 per Common Share (an “**Agent’s Warrant Share**”) for a period of 24 months from the Closing Date.

The Agent and the Corporation understand that NI 41-101 (as defined herein) restricts the maximum number of securities being issued to an agent as compensation which may be qualified under a prospectus (“**Qualified Compensation Securities**”) to not more than 10% of the number of securities being offered. For the purposes of the Offering, any combination of the CF Units and Agent’s Compensation Warrants totaling up to 10% of the number of Offered Units sold (including any Additional Units sold upon exercise of the Agent’s Option) are Qualified Compensation Securities and are qualified for distribution by the Prospectus and to the extent that the Agent is entitled to receive securities as compensation exceeding 10% of the Offered Units sold, those securities exceeding the 10% threshold will not be Qualified Compensation Securities, will not be qualified for distribution under the Prospectus, and will be subject to a hold period of four months and a day from the Closing Date in accordance with applicable securities laws. The Agent and the Corporation agree that for the purposes of the minimum Offering, the Agent will receive any combination of the following, totaling 800,000 securities as Qualified Compensation Securities qualified for distribution under the Prospectus: (i) up to 640,000 Agent’s Compensation Warrants, and (ii) up to 330,000 CF Units. The Agent and the Corporation agree that for the purposes of the maximum Offering, the Agent will receive any combination of the following, totaling 1,200,000 securities as Qualified Compensation Securities qualified for distribution under the Prospectus: (i) up to 960,000 Agent’s Warrants and (ii) up to 330,000 CF Units. The Agent and Corporation further agree that for the purpose of the maximum Offering and assuming full exercise of the Agent’s Option, the Agent will receive any combination of the following, totaling 1,380,000 securities as Qualified Compensation Securities qualified for distribution under the Prospectus: (i) up to 1,104,000 Agent’s Compensation Warrants, and (ii) up to 330,000 CF Units. To the extent that the Agent is entitled to receive securities as compensation exceeding 10% of the Offered Units, that number of CF Units exceeding the 10% threshold will not be Qualified Compensation Securities, will not be qualified for distribution under the Prospectus and will be subject to a hold period of four months and a day from the Closing Date in accordance with applicable securities laws.

The following is the schedule attached to this Agreement, which schedule is deemed to be a part hereof and is hereby incorporated by reference herein:

Schedule “A” – List of Convertible Securities

DEFINITIONS

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

“Additional Shares” has the meaning ascribed thereto on the face page of this Agreement;

“Additional Units” has the meaning ascribed thereto on the face page of this Agreement;

“Additional Warrant Shares” has the meaning ascribed thereto on the face page of this Agreement;

“Additional Warrants” has the meaning ascribed thereto on the face page of this Agreement;

“Agent’s Compensation Warrants” has the meaning ascribed thereto on page 2 of this Agreement;

“Agent’s Units” has the meaning ascribed thereto on page 2 of this Agreement;

“Agent’s Unit Share” has the meaning ascribed thereto on page 2 of this Agreement;

“Agent’s Unit Warrant” has the meaning ascribed thereto on page 2 of this Agreement;

“Agent’s Warrant Shares” has the meaning ascribed thereto on page 2 of this Agreement;

“Agreement” means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

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

“Canadian Securities Regulators” means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

“Cash Corporate Finance Fee” has the meaning ascribed thereto on page 2 of this Agreement;

“Closing” means the completion of the issue and sale by the Corporation on the Closing Date of the Offered Units as contemplated by this Agreement;

“Closing Date” means the day of Closing as agreed upon by the Corporation and the Agent;

“Closing Time” means 7:30 A.M. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agent may agree;

“Commission” has the meaning ascribed thereto on page 2 of this Agreement;

“Common Shares” means the common shares of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

“Corporate Finance Fee” has the meaning ascribed thereto on page 2 of this Agreement;

“Corporation’s Auditors” means such firm of chartered professional accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

“CF Unit Share” has the meaning ascribed thereto on page 2 of this Agreement;

“CF Unit Warrant” has the meaning ascribed thereto on page 2 of this Agreement;

“CF Unit Warrant Share” has the meaning ascribed thereto on page 2 of this Agreement;

“CF Units” has the meaning ascribed thereto on page 2 of this Agreement;

“CSE” means the Canadian Securities Exchange;

“Final Prospectus” means the (final) long form prospectus prepared by the Corporation in accordance with NI 41-101 and relating to the distribution of the Offered Units and for which a receipt has been issued by the British Columbia Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators;

“Financial Statements” means the financial statements of the Corporation included in the Prospectus, including the notes to such statements and the related auditors’ report on such statements, if any;

“Governmental Authority” means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

“Intellectual Property” means all right, title and interest and benefit of the Corporation, as the case may be, in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all copyrights, patents, patent rights, trade marks, applications for any of the foregoing, trade names, service marks, and other trade rights, license agreements, marketing rights, trade secrets, and know-how, specifications, prototypes, designs, records, drawings, and calculations, licenses, sub-licenses, other intellectual or industrial property and all other proprietary rights or interests, together with all antecedent derivative works, of or pertaining to the business of the Corporation;

“Letter Agreement” means the letter agreement dated March 17, 2020 between the Agent and the Corporation relating to the Offering;

“Marketing Materials” has the meaning ascribed to “marketing materials” in NI 41-101 (including any template version, revised template version or limited use version thereof) provided to a potential investor in connection with the Offering;

“Material Adverse Effect” or **“Material Adverse Change”** means any effect or change on the Corporation or its business that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation and its business, taken as a whole, after giving effect to this Agreement and the transactions contemplated hereby or that is or is reasonably likely to be materially adverse to the completion of the transactions contemplated by this Agreement;

“Minimum Offering” has the meaning ascribed thereto in subsection 4(a);

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

“MI 11-102” means Multilateral Instrument 11-102 – *Passport System* and its companion policy;

“NI 41-101” means National Instrument 41-101 – *General Prospectus Requirements*;

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

“NP 11-202” means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

“Offered Units” has the meaning ascribed thereto on the face page of this Agreement, and for certainty includes any Additional Units issued on exercise of the Agent’s Option;

“Offering” means the issuance and sale of the Offered Units pursuant to this Agreement;

“Offering Day” means the date that is 90 days after a receipt is issued for the Final Prospectus or if a receipt has been issued for an amendment to the Final Prospectus, on the date that is 90 days after issuance of such receipt and in any event not later than 180 days from the date of receipt of the Final Prospectus;

“Offering Documents” has the meaning ascribed thereto in subsection 7(a)(iii);

“Passport System” means the system and process for prospectus reviews provided for under MI 11-102 and NP 11-202;

“person” shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

“Preliminary Prospectus” means the preliminary long form prospectus dated July 29, 2020 prepared by the Corporation relating to the distribution of the Offered Units;

“President’s List” means the list of purchasers introduced by the Corporation to the Agent consisting of a minimum of 60 public shareholders for gross proceeds of \$2,000,000 for which a reduced Agent’s Commission and Agent’s Compensation Warrants are payable;

“Prospectus” means, collectively, the Preliminary Prospectus and the Final Prospectus and any amendments thereto;

“Qualified Compensation Securities” has the meaning ascribed thereto on page 3 of this Agreement;

“Qualifying Jurisdictions” means, collectively, British Columbia, Alberta and Ontario;

“Securities” means the Offered Units, Unit Shares, Unit Warrants, Unit Warrant Shares, CF Units, CF Unit Shares, CF Unit Warrants, CF Unit Warrant Shares, Agent’s Compensation Warrants, Agent’s Units, Agent’s Unit Shares, Agent’s Unit Warrants and Agent’s Unit Warrant Shares;

“Securities Laws” means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

“Securities Regulators” means, collectively, the CSE and the Canadian Securities Regulators;

“Selling Firm” has the meaning ascribed thereto in subsection 3(a);

“Selling Group” has the meaning ascribed thereto in subsection 3(a);

“Standard Term Sheet” has the meaning ascribed to "standard term sheet" in NI 41-101;

“subsidiary” has the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

“Supplementary Material” means, collectively, any amendment to the Final Prospectus, any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under the Securities Laws relating to the distribution of the Securities hereunder;

“Transfer Agent” means the registrar and transfer agent of the Corporation, namely, Endeavour Trust Corporation;

“Unit Shares” has the meaning ascribed thereto on the face page of this Agreement, and for certainty includes any Additional Shares issued on exercise of the Agent’s Option;

“Unit Warrants” has the meaning ascribed thereto on the face page of this Agreement, and for certainty includes any Additional Warrants issued on exercise of the Agent’s Option;

“Warrant Agent” means Endeavour Trust Corporation; and

“Warrant Indenture” means the warrant indenture to be entered into on or before the Closing Date between the Warrant Agent and the Corporation in relation to the Unit Warrants, as amended from time to time.

TERMS AND CONDITIONS

1. Compliance With Securities Laws. The Corporation will use its commercially reasonable efforts to resolve as soon as possible any comments of the Canadian Securities Regulators relating to the Preliminary Prospectus and will, as soon as possible thereafter, and in any event no later than 3:00 p.m. (Vancouver time) on October 29, 2020 (or, in any case, by such later date or dates as may be determined by the Agent and the Corporation acting reasonably), file the Final Prospectus and obtain, pursuant to the Passport System, a receipt from the British Columbia Securities Commission (as principal regulator) evidencing the issuance or deemed issuance by the Canadian Securities Regulators of receipts for the Final Prospectus and other related documents in respect of the proposed distribution of the Offered Units, the CF Units and the Agent’s Compensation Warrants.

2. Due Diligence. Prior to the filing of the Preliminary Prospectus and the Final Prospectus and continuing until the Closing, the Corporation shall have permitted the Agent to review each of the Preliminary Prospectus and the Final Prospectus and shall allow the Agent to conduct any due diligence investigations which the Agent reasonably requires in order to fulfill its obligations as an agent under the Securities Laws and in order to enable it to responsibly execute the certificate in the Preliminary Prospectus and the Final Prospectus required to be executed by it. The Corporation also covenants to use its reasonable best efforts to secure the cooperation of the Corporation’s professional advisors (including its legal advisors and auditors) to participate in any due diligence conference calls required by the Agent, and the Corporation consents to the use and the disclosure of information obtained during the course of the due diligence investigation (including during any due diligence conference call) where such disclosure is required by law or required by the Agent to maintain a defense to any regulatory or other civil action. The Corporation further covenants, during the term of this Agreement, to keep the Agent informed of all material changes relating to the Corporation, whether or not requested by the Agent.

3. Distribution and Certain Obligations of the Agent.

- (a) The Agent shall require any investment dealer or broker (other than the Agent) with which the Agent has a contractual relationship in respect of the distribution of the Offered Units or who are otherwise offered selling group participation by the Agent (each, a **“Selling Firm”**) to agree to comply with the Securities Laws in connection with the distribution of the Offered Units and shall offer the Offered Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this

Agreement. The Agent shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Units only in those jurisdictions where they may be lawfully offered for sale or sold. The Agent shall: (i) use all reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Units as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Agent and the Selling Firms have ceased distribution of the Offered Units and provide a breakdown of the number of Offered Units distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.

- (b) The Agent shall, and shall require any Selling Firm to agree to, distribute the Offered Units in a manner which complies with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Securities, or distribute the Prospectus or any Supplementary Material in connection with the distribution of the Offered Units and will not, directly or indirectly, offer, sell or deliver any Offered Units or deliver the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions. Subject to the foregoing, the Agent and any Selling Firm shall be entitled to offer and sell the Offered Units in such other jurisdictions in accordance with any applicable securities and other laws in such jurisdictions in which the Agent and/or Selling Firms offer the Offered Units provided that the Corporation is not required to file a prospectus or other disclosure document or become subject to continuing obligations in such other jurisdictions, in accordance with the provisions of this Agreement.
- (c) For the purposes of this Section 3, the Agent shall be entitled to assume that the Offered Units, CF Units and the Agent's Compensation Warrants are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus shall have been obtained from the applicable Canadian Securities Regulators (including a receipt for the Final Prospectus issued under the Passport System) following the filing of the Final Prospectus unless otherwise notified in writing.

4. Minimum Offering

- (a) The Closing of the Offering is subject to aggregate gross proceeds from the Offering being a minimum of \$2,000,000 (the "**Minimum Offering**").

- (b) All funds received by the Agent for subscriptions will be held in trust by the Agent or placed in trust with the Transfer Agent until the Minimum Offering has been obtained.
- (c) Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the subscribers without interest or deduction if the Minimum Offering is not obtained by 5:00 p.m. on the Offering Day, unless the subscribers have otherwise instructed the Agent.

5. Marketing Materials.

- (a) During the distribution of the Offered Units:
 - (i) the Corporation and the Agent, shall approve in writing, prior to the time Marketing Materials are provided to potential investors, a template version of any Marketing Materials reasonably requested to be provided by the Agent to any such potential investor, such Marketing Materials to comply with Securities Laws. The Corporation shall file a template version of such Marketing Materials with the Canadian Securities Regulators as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Agent, and in any event on or before the day the Marketing Materials are first provided to any potential investor of Offered Units, and such filing shall constitute the Agent's authority to use such Marketing Materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 41-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Corporation. The Corporation shall prepare and file with the Canadian Securities Regulators a revised template version of any Marketing Materials provided to potential investors of Offered Units where required under Securities Laws;
 - (ii) the Corporation, and the Agent, on a several basis (and not joint, nor joint and several), covenant and agree:
 - (A) not to provide any potential investor of Offered Units with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Corporation with the Canadian Securities Regulators on or before the day such Marketing Materials are first provided to any potential investor of Offered Units; and
 - (B) not to provide any potential investor with any materials or information in relation to the distribution of the Offered

Units or the Corporation other than: (a) such Marketing Materials that have been approved and filed in accordance with subsection 5(a); (b) the Prospectus; and (c) any Standard Term Sheets approved in writing by the Corporation and the Agent.

6. Deliveries on Filing and Related Matters.

- (a) The Corporation shall deliver to the Agent:
 - (i) at the Closing Time, a copy of the Preliminary Prospectus and the Final Prospectus in the English language signed and certified by the Corporation as required by the Securities Laws;
 - (ii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a “long form” comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent, the Agent’s counsel, and the directors of the Corporation from the Corporation’s Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letter shall be based on a review by the Corporation’s Auditors within a cut-off date of not more than two Business Days prior to the date of the Final Prospectus, which letter shall be in addition to any auditors’ consent letter or comfort letter addressed to the Canadian Securities Regulators; and
 - (iii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the CSE of the Common Shares, including the Unit Shares, Unit Warrant Shares, Agent’s Unit Shares, Agent’s Warrant Shares, CF Unit Shares and CF Unit Warrant Shares have been approved subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the CSE (the “**Standard Listing Conditions**”).
- (b) The Corporation shall also prepare and deliver promptly to the Agent signed copies of all Supplementary Material required to be filed by the Corporation in compliance with the Securities Laws.
- (c) Delivery of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material by the Corporation shall constitute the representation and warranty of the Corporation to the Agent that, as at their respective dates of filing:
 - (i) all information and statements (except information and statements relating solely to the Agent and provided by the Agent in writing) contained in the Preliminary Prospectus or

the Final Prospectus or any Supplementary Material, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Units;

- (ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Agent) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and
- (iii) except with respect to any information relating solely to the Agent and provided by the Agent in writing, such documents comply in all material respects with the requirements of the Securities Laws.

Such deliveries shall also constitute the Corporation's consent to the Agent's use of the Prospectus and any Supplementary Material in connection with the distribution of the Offered Units in the Qualifying Jurisdictions.

- (d) The Corporation shall cause commercial copies of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material be delivered to the Agent without charge, in such numbers and in such cities as the Agent may reasonably request by written instructions to the Corporation's financial printer of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material given forthwith after the Agent has been advised that the Corporation has complied with the Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is two Business Days after the Canadian Securities Regulators have issued a receipt for the Preliminary Prospectus and the Final Prospectus, and on or before a date which is two Business Days after the Canadian Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material.

7. Material Changes.

- (a) During the period prior to the Agent notifying the Corporation of the completion of the distribution of the Offered Units, the Corporation shall promptly inform the Agent (and if requested by the Agent, confirm such notification in writing) of the full particulars of:
 - (i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations or capital of the Corporation taken as a whole;

- (ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Preliminary Prospectus or the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such documents; and
 - (iii) any change in any material fact contained in the Preliminary Prospectus, the Final Prospectus and any Supplementary Material (collectively, the “**Offering Documents**”) or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with Securities Laws.
- (b) The Corporation will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions.
 - (c) In addition to the provisions of subsections 7(a) and 7(b) hereof, the Corporation shall in good faith discuss with the Agent any change, event or fact contemplated in subsections 7(a) and 7(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agent under subsection 7(a) hereof and shall consult with the Agent with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agent and its counsel, acting reasonably and without undue delay.
 - (d) If during the period of distribution of the Offered Units there shall be any change in Securities Laws which, in the opinion of the Agent, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Agent, the Corporation shall, to the satisfaction of the Agent, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

8. Covenants of the Corporation. The Corporation hereby covenants to the Agent that the Corporation:

- (a) will advise the Agent, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to the Passport System and will provide evidence reasonably

satisfactory to the Agent of each such filing and copies of such receipts;

- (b) will advise the Agent, promptly after receiving notice or obtaining knowledge thereof, of:
 - (i) the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;
 - (ii) the institution, threatening or contemplation of any proceeding for any such purposes;
 - (iii) the issuance of by any Securities Regulator of any order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation (including the Offered Units) or the institution, threatening or contemplation of any proceeding for any such purposes; or
 - (iv) any requests made by any Canadian Securities Regulators for amending or supplementing the Preliminary Prospectus or the Final Prospectus or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in subsection (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;
- (c) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Corporation is not a "reporting issuer", will use its reasonable best efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws of each of the Qualifying Jurisdictions to the date which is 24 months following the Closing Date;
- (d) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Common Shares are not listed on the CSE, will use its reasonable best efforts to maintain the listing of the Common Shares on the CSE or such other recognized stock exchange or quotation system as the Agent may approve, acting reasonably, to the date that is 24 months following the Closing Date so long as the Corporation meets the minimum listing requirements of the CSE or such other exchange or quotation system;
- (e) during the distribution of the Offered Units, will consult with the Agent and promptly provide to the Agent drafts of any press releases of the Corporation for review by the Agent and the Agent's

counsel prior to issuance, and any press release issued concerning the Offering shall include substantially the following language:

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

provided that any such review will be completed in a timely manner;

- (f) during the distribution of the Offered Units, will not issue any press releases in the United States concerning the Offering; and
- (g) will use the net proceeds of the Offering contemplated herein in the manner and subject to the qualifications described in the Prospectus under the heading “Use of Proceeds”.

9. Representations and Warranties of the Corporation. The Corporation represents and warrants to the Agent that each of the following representations and warranties is true and correct on the date of this Agreement:

- (a) Incorporation and Organization: The Corporation has been incorporated, is organized and is a valid and subsisting corporation under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.
- (b) Authorized Capital: The Corporation is authorized to issue an unlimited number of Common Shares of which, as of the date hereof, 59,611,111 Common Shares are issued and outstanding as fully paid and non-assessable shares.
- (c) No Subsidiary: The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations.
- (d) Listing: The Corporation has made application so that at the Closing the Common Shares, the Unit Shares, the Unit Warrant Shares, the CF Unit Shares, the CF Unit Warrant Shares, the Agent’s Unit Shares and the Agent Warrant Shares will have been conditionally approved for listing on the CSE, subject only to the Standard Listing Conditions.
- (e) Certain Securities Law Matters: The Corporation is not in default of any material requirement of the Securities Laws.

- (f) No Shareholders Agreement: No shareholders agreement or similar agreement affecting the business, affairs or governance of the Corporation or the rights of shareholders of the Corporation (including, without limitation, the ability of such shareholders to transfer or vote their shares) exists.
- (g) Rights to Acquire Securities: 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 Corporation, except as disclosed by the Corporation in the Prospectus and except as disclosed in Schedule "A" hereto.
- (h) No Pre-emptive Rights: The issue of the Securities will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject.
- (i) Prospectus: The Prospectus contains full, true and plain disclosure of all material facts in relation to the Corporation, the Corporation's business and its securities, will contain no misrepresentations, will be accurate in all material respects and will omit no fact, the omission of which will make such representations misleading or incorrect. There is no fact known to the Corporation which the Corporation has not disclosed in the Prospectus which results in a Material Adverse Effect, or so far as the Corporation can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform its obligations under this Agreement.
- (j) No Significant Acquisition. The Corporation has not completed a 'significant acquisition' (as such term is defined in NI 51-102) requiring disclosure in the Prospectus.
- (k) Transfer Agent: The Transfer Agent has been appointed by the Corporation as the registrar and transfer agent for the Common Shares.
- (l) Warrant Agent: The Warrant Agent has been appointed by the Corporation as the warrant agent for the Unit Warrants pursuant to the Warrant Indenture.
- (m) Issue of Securities: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, as applicable, and the delivery of certificates (in definitive form or electronic form) representing, the Unit Shares, the Unit Warrants, the CF Unit Shares, the CF Unit Warrants and the Agent's Compensation Warrants and, upon payment of the requisite consideration therefor, the Unit Warrant Shares, the CF Unit Warrant

Shares, the Agent's Unit Shares and the Agent's Warrant Shares will be validly issued as fully paid and non-assessable Common Shares.

- (n) Consents, Approvals and Conflicts: None of the offering and sale of the Offered Units, the execution and delivery of this Agreement or the Prospectus, the compliance by the Corporation with the provisions of this Agreement or the consummation of the transactions contemplated herein and therein including, without limitation, the issue of the Offered Units upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Agent with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under the Securities Laws of any of the Qualifying Jurisdictions and the policies of the CSE and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation is a party or by which the Corporation or any of the properties or assets thereof is bound, or the notice of articles or articles or any other constating document of the Corporation or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation, or any statute or any judgment, decree, order, rule, policy or regulation of any court, governmental authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or any of the properties or assets thereof which could have a Material Adverse Effect.
- (o) Authority and Authorization: The Corporation has all requisite corporate power and capacity to enter into this Agreement and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereunder and the Corporation has taken, or will have taken before Closing, all necessary corporate action to authorize the execution and delivery of, and performance of its obligations under, this Agreement and to observe and perform its obligations under this Agreement, including, without limitation, the issue of the Offered Units, the CF Units and the Agent's Compensation Warrants upon the terms and conditions set forth herein.
- (p) No Material Adverse Change: Subsequent to June 30, 2020, there has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change except as disclosed in the Prospectus.
- (q) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid

and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms hereof, except in any case 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.

- (r) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened.
- (s) Accounting Controls: The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of the Corporation; (ii) that transactions are recorded as necessary to permit the preparation of financial statements for the Corporation in conformity with International Financial Reporting Standards and to maintain asset accountability; (iii) that access to assets of the Corporation is permitted only in accordance with the general or a specific authorization of management or directors of the Corporation; (iv) that the recorded accountability for assets of the Corporation is compared with the existing assets of the Corporation at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Corporation's assets that could have a material effect on its Financial Statements.
- (t) Financial Statements: The Corporation's audited Financial Statements for the fiscal year ended September 30, 2019 (the "**Audited Financial Statements**") and the Corporation's unaudited interim Financial Statements for the nine months ended June 30, 2020 and all notes thereto (i) comply as to form in all material respects with the requirements of the applicable Securities Laws, (ii) present fairly, in all material respects, the financial position, the results of operations and cash flows and the shareholders' equity and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in conformity with International Financial Reporting Standards, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and

losses of the Corporation, and, except as disclosed in the Prospectus there has been no change in accounting policies or practices of the Corporation since June 30, 2020.

- (u) Auditors: The Corporation's Auditors who audited the Audited Financial Statements and who provided their audit report thereon are independent public accountants as required under applicable Securities Laws and there has not, during the last two financial years, been a reportable event (within the meaning of NI 51-102) between the Corporation and any such auditor.
- (v) Audit Committee: The audit committee of the Corporation is comprised and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees*.
- (w) Changes in Financial Position: Other than as disclosed in the Prospectus, since June 30, 2020, the Corporation has not:
 - (i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;
 - (ii) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and
 - (iii) entered into any material transaction or made a significant acquisition.
- (x) Insolvency: The Corporation has not committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.
- (y) Applicable Laws: The Corporation has complied and will comply in all material respects with the requirements of all applicable corporate and securities laws and administrative policies and directions, including all relevant laws and regulations of mobile payment solution applications, software-as-a service and related products as applicable to the jurisdictions in which the Corporation conducts business in all matters relating to the Offering and the issuance of the Corporation's securities thereunder.

- (z) No Contemplated Changes: The Corporation has not approved or has entered into any agreement in respect of, or has any knowledge of:
- (i) the purchase of any material property or assets or any interest therein or, other than as disclosed in the Prospectus, the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation whether by asset sale, transfer of shares or otherwise;
 - (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or otherwise) of the Corporation; or
 - (iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the shares of the Corporation.
- (aa) Taxes and Tax Returns: The Corporation has filed in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and the Corporation is not aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of the Corporation, pending against the Corporation which could result in a material liability in respect of taxes, charges or levies of any governmental authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any governmental authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.
- (bb) Compliance with Laws, Licenses and Permits: The Corporation has conducted and is conducting the business thereof in compliance in all material respects with all applicable laws, rules, regulations,

tariffs, orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and the Corporation has not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would have a Material Adverse Effect.

- (cc) Agreements and Actions: The Corporation is not in violation of any term of any constating document thereof in any material respect. The Corporation is not in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect; the Corporation is not in default in the payment of any material obligation owed which is now due, if any; and there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Corporation after due inquiry, pending which, either in any case or in the aggregate, might result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto.
- (dd) Title to Assets: The Corporation has good and marketable title to its assets as disclosed to the Agent. Except as disclosed to the Agent such interests are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no other rights are necessary for the conduct of the activities of the Corporation as currently conducted or as disclosed to the Agent, and the Corporation does not know of any claim or the basis for any claim that might or could materially adversely affect the right thereof to use, transfer or otherwise exploit such property rights.
- (ee) Material Agreements: Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds its assets (including any interest in, or right to earn an interest therein) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Corporation in accordance with the terms thereof; the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and the Corporation's assets are in good standing

under the applicable statutes and regulations of the jurisdictions in which they are situated; and all material leases and licences pursuant to which the Corporation derives the interests in such property and assets are in good standing and, to the knowledge of the Corporation, there has been no material default under any such lease or licence. None of the leases or licences pursuant to which the Corporation derives its interests are subject to any right of first refusal or purchase or acquisition right which has not been disclosed to the Agent.

- (ff) Leased Premises: The Corporation has the exclusive right to occupy and use any leased premises and each of the leases pursuant to which the Corporation occupies the leased premises is in good standing and in full force and effect.
- (gg) Operations: To the Corporation's knowledge, all operations of the Corporation have been conducted in all material respects in accordance with all applicable workers' compensation and health and safety and workplace laws, regulations and policies, and the Corporation has duly complied with all such laws, regulations and policies. The Corporation 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 Corporation has complied, in all material respects, with all applicable privacy and consumer protection legislation and neither has 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 Corporation has taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse.
- (hh) Legislation: The Corporation is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Corporation.
- (ii) No Defaults: The Corporation is not in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect.

- (jj) Compliance with Employment Laws: The Corporation is in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact concerning the Corporation or result in a Material Adverse Effect, and has not and is not engaged in any unfair labour practice; there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of the Corporation after due inquiry, threatened against the Corporation; no union representation question exists respecting the employees of the Corporation and no collective bargaining agreement is in place or currently being negotiated by the Corporation; the Corporation has not received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Corporation carries on business or has employees, other than as disclosed in the Prospectus; and no employee has any agreement as to the length of notice required to terminate his or her employment with the Corporation in excess of 24 months or equivalent compensation and all benefit and pension plans of the Corporation are funded in accordance with applicable laws and no past service funding liability exist thereunder.
- (kk) Employee Plans: Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former officer, director, employee or consultant of the Corporation has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan.
- (ll) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Corporation have been accurately reflected in the books and records of the Corporation.
- (mm) Work Stoppage: There has not been, and there is not currently, any labour trouble which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect.
- (nn) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation after due inquiry, threatened against any of the property or assets thereof, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department,

commission, board, bureau, agency or instrumentality, domestic or foreign, which may result in a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform the obligations thereof and the Corporation is not subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may result in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under this Agreement.

(oo) Unlawful Payments: The Corporation has not nor has, to the best knowledge of the Corporation, any director, officer, agent, employee or other person associated with or acting on behalf of the Corporation, (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act (Canada)*, or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(pp) Anti-Money Laundering:

(i) the operations of the Corporation are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court, Governmental Authority or any arbitrator involving the Corporation with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened; and

(ii) the Corporation has not, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any Governmental Authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act (Canada)* or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation and its operations, and will not use any portion of the proceeds of the Offering in contravention of such legislation.

- (qq) Insurance: The assets of the Corporation and its business operations are insured against loss or damage to the extent and in the amounts disclosed to the Agent, and such coverage is in full force and effect, and the Corporation has not materially breached the terms of any policies in respect thereof nor failed to promptly give any notice or present any material claim thereunder.
- (rr) Intellectual Property: The Corporation owns or possesses adequate enforceable rights to use all trademarks, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the knowledge of the Corporation, after due inquiry, the Corporation is not infringing upon the rights of any other person with respect to any such trademarks, copyrights or trade secrets and no other person has infringed any such trademarks, copyrights or trade secrets.
- (ss) Non-Arm's Length Transactions: Except as disclosed in the Prospectus and to the Agent, the Corporation does not owe any amount to, nor has the Corporation made any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of the Corporation or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act (Canada)*) with the Corporation except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation. Except usual employee or consulting arrangements made in the ordinary and normal course of business, the Corporation is not a party to any contract, agreement or understanding with any officer, director, employee or securityholder of the Corporation or any other person not dealing at arm's length with the Corporation. No officer, director or employee of the Corporation and no person which is an affiliate or associate of any of the foregoing persons, owns, directly or indirectly, any interest (except for shares representing less than 5% of the outstanding shares of any class or series of any publicly traded company) in, or is an officer, director, employee or consultant of, any person which is, or is engaged in, a business competitive with the business of the Corporation which could have a material adverse effect on the ability to properly perform the services to be performed by such person for the Corporation. Except as described in the Prospectus, no officer, director, employee or securityholder of the Corporation has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation except for claims in the ordinary and normal course of the business of the Corporation such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation.
- (tt) Minute Books: The minute books of the Corporation, all of which have been or will be made available to the Agent or counsel to the Agent, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors

that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material in the context of the Corporation.

- (uu) Commission: Other than the Agent and the Selling Group, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement.
- (vv) No Withholding of Public Information: The Corporation has not withheld from the Agent any fact or information relating to the Corporation or to the Offering that would reasonably be expected to be material to the Agent.

10. Representations and Warranties of the Agent. The Agent represents, warrants and covenants to and with the Corporation that:

- (a) it is a valid and subsisting corporation and in good standing under the law of the jurisdiction in which it was incorporated;
- (b) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (c) it is a broker registered under the Securities Laws; and
- (d) it will sell the Offered Units in compliance with the Securities Laws.

11. Closing Deliveries. The purchase and sale of the Offered Units shall be completed at the Closing Time at such place as the Agent and the Corporation may agree. At or prior to the Closing Time, the Corporation shall duly and validly deliver to the Agent:

- (a) one or more certificate(s) (whether in definitive form or electronic form) representing the Unit Shares, as the case may be, registered in such name or names as the Agent may notify the Corporation in writing not less than 48 hours prior to Closing;
- (b) one or more certificate(s) (whether in definitive form or electronic form) representing the Unit Warrants, as the case may be, registered in such name or names as the Agent may notify the Corporation in writing not less than 48 hours prior to Closing;
- (c) one or more certificate(s) (whether in definitive form or electronic form) representing the CF Unit Shares, as the case may be, registered in such name or names as the Agent may notify the Corporation in writing not less than 48 hours prior to Closing;
- (d) one or more certificate(s) (whether in definitive form or electronic form) representing the CF Unit Warrants, as the case may be,

registered in such name or names as the Agent may notify the Corporation in writing not less than 48 hours prior to Closing; and

- (e) one or more certificate(s) representing the Agent's Compensation Warrants, registered in such name or names as the Agent may notify the Corporation in writing not less than 48 hours prior to Closing.

against payment by the Agent to the Corporation, at the direction of the Corporation, in lawful money of Canada by certified cheque or wire transfer an amount equal to the aggregate purchase price for the Offered Units being issued and sold hereunder less the Commission, the Cash Corporate Finance Fee and all of the estimated out-of-pocket expenses of the Agent payable by the Corporation to the Agent in accordance with Section 22 **Error! Reference source not found..**

12. Agent's Conditions. The obligation of the Agent to complete the transactions contemplated by this Agreement at the Closing Time shall be subject to the following conditions (it being understood that the Agent may waive in whole or in part or extend the time for compliance with any of such conditions without prejudice to its rights in respect of any other of the following conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agent any such waiver or extension must be in writing):

- (a) the Agent shall have received an opinion, dated the Closing Date and subject to customary qualifications, of the Corporation's British Columbia legal counsel, addressed to the Agent and its legal counsel as to all legal matters reasonably requested by the Agent relating to the Corporation and the creation, issuance and sale of the Offered Units (including British Columbia securities law matters), or, instead of rendering opinions relating to the laws of the Qualifying Jurisdictions other than British Columbia or elsewhere, the Corporation's solicitors may engage one or more legal counsel in the Qualifying Jurisdictions or elsewhere to provide such local counsel opinions as may be necessary;
- (b) the Agent shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;
- (c) the Agent shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Agent, addressed to the Agent and its counsel to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:
 - (i) the representations and warranties of the Corporation in this Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Corporation has performed all covenants and agreements and satisfied all

conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time;

- (ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Common Shares in the Qualifying Jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and, to the knowledge of the officers, no proceedings, investigations or enquiries for that purpose have been instituted or are pending;
 - (iii) the notice of articles and articles of the Corporation delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof;
 - (iv) the minutes or other records of various proceedings and actions of the Corporation's board of directors relating to the Offering and delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof; and
 - (v) subsequent to the respective dates as at which information is given in the Prospectus, there has not been a Material Adverse Change other than as disclosed in the Prospectus or any Supplementary Material, as the case may be;
- (d) the Agent shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Agent, addressed to the Agent, its legal counsel and the directors of the Corporation from the Corporation's Auditors confirming the continued accuracy of the comfort letter to be delivered to the Agent pursuant to subsection 6(a)(ii) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Agent;
 - (e) the Agent shall have received a legal opinion dated as of the Closing Date, of Christopher Little, tax counsel to the Corporation, dated as of the date of the Closing Date, with respect to tax commentary included in the section of the Prospectus entitled "Eligibility for Investment, in form and substance satisfactory to the Agent, addressed to the Agent and its legal counsel;
 - (f) the Common Shares, Unit Shares, Unit Warrant Shares, CF Unit Shares, CF Unit Warrant Shares, Agent's Unit Shares and the Agent's Warrant Shares shall have been approved for listing on the CSE, subject only to the official notices of issuance and fulfilment of the Standard Listing Conditions;

- (g) the Agent and its counsel shall have been provided with information and documentation, reasonably requested relating to their due diligence inquiries and investigations and shall not have identified any material adverse changes or misrepresentations or any items materially adversely affecting the Corporation's affairs which exist as of the date hereof but which have not been disseminated to the public in accordance with applicable Securities Laws;
- (h) the Agent shall have received a certificate of good standing in respect of the Corporation dated not more than two Business Days prior to the Closing Date;
- (i) the Agent shall have received executed Voluntary Pooling Agreements (as defined herein) as described in Section 21;
- (j) the Agent shall have received certificates or lists, issued under the Securities Laws of the Qualifying Jurisdictions where the Corporation is a "reporting issuer" stating or evidencing that the Corporation is not in default under the Securities Laws of each Qualifying Jurisdiction;
- (k) the Agent shall have received a certificate from the Transfer Agent as to its appointment as transfer agent of the Common Shares and the number of Common Shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date;
- (l) the Agent shall have received a certificate from the Warrant Agent as to its appointment as Warrant Agent as at a date no more than two Business Days prior to the Closing Date; and
- (m) the Agent shall have received any other certificates, comfort letters or opinions in connection with any matter related to the Offering which are reasonably requested by the Agent or its counsel.

13. All Terms to be Conditions. The Corporation agrees that the conditions contained in Section 12 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in Section 12 shall entitle the Agent to terminate its obligations under this Agreement, by written notice to that effect given to the Corporation at or prior to the Closing Time.

14. Termination Events. In addition to any other remedies which may be available to the Agent, the Agent may terminate its obligations under this Agreement by delivering written notice to that effect to the Corporation at or prior to the Closing Time, if:

- (a) the Agent is not satisfied, in its sole discretion, acting, reasonably, with the results of its due diligence review and investigations;
- (b) there shall occur or come into effect any material change in the business, affairs or financial condition or financial prospects of the

Corporation, or any change in any material fact, or there should be discovered any previously undisclosed fact which, in the opinion of the Agent, has or would be expected to have a significant adverse effect on the market price or value or marketability of the Offered Units;

- (c) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order is made or issued under or pursuant to any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the CSE or any securities regulatory authority, or there is any change of law, rule or regulation, or the interpretation or administration thereof, which in the opinion of the Agent, operates to prevent, restrict or otherwise materially adversely affect the distribution or trading of the Offered Units or any other securities of the Corporation;
- (d) there should develop, occur or come into effect or existence any event, action, state, condition or any action, law or regulation, inquiry, including without limitation, terrorism, accident or major financial political or economic occurrence of national or international consequence, or any action, government law, regulation, inquiry or other occurrence of any nature which in the opinion of the Agent materially adversely affects, or will, or would reasonably be expected to, materially adversely affect, the financial markets or the business, operations or affairs of the Corporation or the marketability of the Offered Units;
- (e) any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Corporation is made by a competent regulatory authority and that order is still in effect;
- (f) the state of the financial markets in Canada or the U.S. is such that in the opinion of the Agent, the Offered Units cannot be marketed profitably;
- (g) the Agent determines that the Corporation is in breach of a material term, condition or covenant of this Agreement;
- (h) any order shall have been made or threatened to cease, halt or suspend trading or to otherwise prohibit or restrict in any manner the distribution or trading of the Offered Units, or proceedings are announced or commenced for the making of any such order by any securities regulatory authority or similar regulatory or judicial authority or the CSE;
- (i) the Agent determines that any representation or warranty made by the Corporation in this Agreement is false in any material respect or has become false; or

- (j) the Agent and the Corporation agree in writing to terminate this Agreement.

15. Exercise of Termination Right. If this Agreement is terminated by the Agent pursuant to Section 14, there shall be no further liability to the Corporation on the part of the Agent or of the Corporation to the Agent, except in respect of any liability which may have arisen or may thereafter arise under Sections 17 and 22. The right of the Agent to terminate its obligations under this Agreement is in addition to such other remedies as it may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

16. Survival of Representations and Warranties. The representations, warranties, covenants and indemnities of the Corporation and the Agent contained in this Agreement will survive the Closing.

17. Indemnity.

- (a) The Corporation hereby agrees to indemnify and save harmless to the maximum extent permitted by law, the Agent, its affiliates and selling group members and their respective affiliates, directors, officers, employees, partners, agents, advisors and shareholders (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”) from and against any and all losses, claims, actions, suits, proceedings, investigations, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, and the fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a “**Claim**” and, collectively, the “**Claims**”) to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claim relates to, is caused by, results from, arises out of or is based upon, directly or indirectly, this Agreement whether performed before or after the execution of this Agreement by the Corporation, and to reimburse each Indemnified Party forthwith, upon demand for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.
- (b) If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which an Indemnified Party is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party’s material breach of this Agreement, breach of applicable laws, gross negligence or fraudulent act, this indemnity shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall reimburse any funds advanced by the Corporation to the Indemnified Party pursuant to this indemnity in respect of such Claim. The Corporation agrees to waive any right the Corporation might have of first requiring the Indemnified Party to proceed

against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

- (c) If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Corporation of its obligation of indemnification hereunder. No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the consent of the Corporation and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed.
- (d) Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, the Indemnified Parties will have the right to employ one separate counsel in each applicable jurisdiction with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Parties unless:
 - (i) employment of such counsel has been authorized in writing by the Corporation;
 - (ii) the Corporation has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;
 - (iii) the named parties to any such claim include the Corporation, and any of the Indemnified Parties, and the Indemnified Parties shall have been advised by counsel to the Indemnified Parties that there may be a conflict of interest between the Corporation and any Indemnified Party; or
 - (iv) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Corporation, as the case may be;

in which case such fees and expenses of such counsel to the Indemnified Parties will be for the account of the Corporation. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at common law or otherwise.

- (e) The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at common law or otherwise. Without limiting the generality of the foregoing, this Indemnity shall apply to all reasonable expenses (including legal expenses), losses, claims and liabilities that the Indemnified Parties may incur as a result of any action, suit, proceeding or claim that may be threatened or brought against the Corporation.
- (f) If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Corporation agrees to contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Corporation will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by the Indemnified Parties hereunder.
- (g) The Corporation hereby constitutes the Agent as trustee for each of the other Indemnified Parties of the covenants of the Corporation under this indemnity with respect to such persons and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.
- (h) The Corporation agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Corporation, or any person asserting claims on their behalf or in right for or in connection with this Agreement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which an Indemnified Party is named as a party) that has become non-appealable to have resulted from a material breach of this Agreement, breach of applicable laws, gross negligence or fraudulent act of such Indemnified Party.
- (i) The Corporation agrees to reimburse the Indemnified Parties monthly for the time spent by the Agent's personnel in connection with any Claim at their reasonable per diem rates. The Corporation also agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of the Corporation and any Indemnified Party and personnel of such Indemnified Party shall be required to testify, participate or respond in respect of or in connection with the Agreement, each such Indemnified Party shall have the right to employ its own counsel in connection therewith and the Corporation will reimburse such Indemnified Party monthly for the time spent by its personnel in

connection therewith at their reasonable per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of the Indemnified Party's counsel.

- (j) The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have to the Indemnified Parties, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, and any Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement.

18. Assignment and Selling Group Participation.

- (a) The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of the Corporation and notice has been given to and accepted by the Canadian Securities Regulators, as applicable.
- (b) The Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investments dealers, who may or who may not be offered part of the Commission or Agent's Compensation Warrants to be received by the Agent pursuant to this Agreement.

19. Right of First Refusal.

- (a) The Corporation will notify the Agent of the terms of any further brokered equity or debt financing (or securities convertible into equity) or that it requires or proposes to obtain during the 12 months following the Closing and the Agent will have the right of first refusal to provide any such financing.
- (b) The right of first refusal must be exercised by the Agent within 15 days following the receipt of the notice by notifying the Corporation that it will provide such financing on the terms set out in the notice.
- (c) If the Agent fails to give notice within the 15 days that it will provide such financing upon the terms set out in the notice, the Corporation will then be free to make other arrangements to obtain financing from another source on the same terms or on terms no less favourable to the Issuer, subject to obtaining the acceptance of the Canadian Securities Regulators, as applicable.

- (d) The right of first refusal will not terminate if, on receipt of any notice from the Corporation under this Section 19, the Agent fails to exercise the right.

20. No Sales by Corporation. The Corporation hereby agrees not to, directly or indirectly, issue, sell or grant or agree to announce any intention to issue, sell or grant, any additional equity or quasi-equity securities for a period of 120 days after the Closing Date without the prior written consent of the Agent, such consent not to be unreasonably withheld, except in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements; (ii) outstanding warrants; (iii) obligations in respect of existing agreements; and (iv) the issuance of securities in connection with property or share acquisitions in the normal course of business.

21. Voluntary Pooling Agreements. Prior to or concurrent with the date of this Agreement, the Corporation will, itself enter into, and will cause each of the shareholders of the Corporation owning Common Shares purchased at prices of \$0.02 and \$0.07 per Common Share (the “**Sub-\$0.18 Shareholders**”), to enter into a voluntary pooling agreement (the “**\$0.02 and \$0.07 Pooling Agreement**”) and the Corporation will, itself enter into, and will cause each of the shareholders of the Corporation owning Common Shares purchased at a price of \$0.18 per Common Share (the “**\$0.18 Shareholders**”), to enter into a voluntary pooling agreement (the “**\$0.18 Pooling Agreement**”, and together with the \$0.02 and \$0.07 Pooling Agreement, the “**Pooling Agreements**”) whereby such shareholders will be restricted from selling their Common Shares pursuant to the restrictions of each Pooling Agreement. Pursuant to the \$0.02 and \$0.07 Pooling Agreement, the Sub-\$0.18 Shareholders will have their \$0.02 and \$0.07 Common Shares pooled and released for sale one year after the Closing Date. Pursuant to the \$0.18 Pooling Agreement, the \$0.18 Shareholders will have their \$0.18 Common Shares pooled and released for sale pursuant to the following schedule: 20% at six months from the Closing Date, 20% at nine months from the Closing Date, 20% at 12 months from the Closing Date, 20% at 18 months from the Closing Date and 20% at 24 months from the Closing Date.

22. Expenses. The Corporation shall pay all reasonable expenses and fees in connection with the Offering, including, without limitation, expenses of or incidental to the issue, sale or distribution of the Offered Units and the filing of the Offering Documents and expenses of or incidental to all other matters in connection with the transactions set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the distribution of the Offered Units, the fees and expenses of the Corporation’s counsel and of local counsel to the Corporation, the fees and expenses of the auditors and the transfer agent for the Common Shares, all costs incurred in connection with the preparation and printing of the Offering Documents and certificates representing the Offered Units, CF Units and Agent’s Compensation Warrants, the miscellaneous fees and expenses of the Agent and the reasonable fees and disbursements of the Agent’s counsel, whether or not the Offering is completed. All reasonable fees and expenses incurred by the Agent or on its behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agent and shall be payable whether or not the Offering is completed. At the option of the Agent, such fees and expenses may be deducted from the gross proceeds of the Offering otherwise payable to the Corporation at Closing.

23. Advertisements. The Corporation acknowledges that the Agent shall have the right, subject always to subsections 3(a) and 3(c) of this Agreement, at its own expense, and subject to the prior consent of the Corporation, such consent not to be unreasonably withheld, to place such advertisement or advertisements relating to the sale of the Offered Units as the Agent may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Agent each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of the provinces of Canada or any other jurisdiction in which the Offered Units shall be offered and sold being unavailable in respect of the sale of the Offered Units to prospective purchasers.

24. 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 Corporation, to:

Euro Asia Pay Holdings Inc.
Suite 100 – 200 Granville St.
Vancouver, BC V6C 1S4

E-mail: charlie@euroasiapay.com
Attention: Charles Newton Price, CEO

(b) to the Agent, to:

Canaccord Genuity Corp.
PO Box 10337
609 Granville Street, Suite 2200
Vancouver, BC V7Y 1H2

Fax: (604) 663-1899
E-mail: fsullivan@cgf.com
Attention: Frank Sullivan

With a copy (for information purposes only and not constituting notice) to:

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

Fax: (604) 643-1200
E-mail: elai@millერთhompson.com
Attention: Erika Lai

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being e-mailed or faxed and receipt confirmed during normal business hours, as the case may

be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address, e-mail or fax number.

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

26. Canadian Dollars. All references herein to dollar amounts are to lawful money of Canada.

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

28. 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.

29. Entire Agreement. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Letter Agreement. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

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

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

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

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

34. 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.

35. 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.

36. Counterparts. This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission or other means of electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

[signature page follows]

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

Yours very truly,

CANACCORD GENUITY CORP.

Per: Frank Sullivan (signed)
Authorized Signing Officer

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

DATED as of the 27th day of October, 2020.

EURO ASIA PAY HOLDINGS INC.

Per: Mao Sun (signed)
Authorized Signing Officer

SCHEDULE "A"
CONVERTIBLE SECURITIES

Number	Exercise price (\$)	Expiry date
Stock options		
1,050,000	0.18	September 30, 2023
460,000	0.18	August 23, 2024
500,000	0.18	December 2, 2024
60,000	0.18	February 28, 2025
1,800,000	0.18	June 26, 2025
Warrants		
None		