

Dated May 20, 2021

Nurosene Health Inc.
1655 Dupont Street, Suite 101
Toronto, Ontario M6P 3S9

Attention: Ranjit Bath, Chief Executive Officer

Dear Sir:

RE: Issue and Sale of Common Shares of Nurosene Health Inc.

Canaccord Genuity Corp. ("**Canaccord**", or the "**Lead Agent**"), together with Beacon Securities Limited ("**Beacon**", and together with Canaccord, the "**Agents**") understand that Nurosene Health Inc. (the "**Corporation**") proposes to issue and sell a minimum (the "**Minimum Offering**") of 5,555,555 Common Shares (the "**Offered Shares**") up to a maximum (the "**Maximum Offering**") of 8,888,888 Offered Shares at a price of \$0.90 per Offered Share (the "**Offering Price**") for gross proceeds of \$5,000,000, in the case of the Minimum Offering, and \$8,000,000 in the case of the Maximum Offering pursuant to an initial public offering (the "**Offering**").

The Agents also understand that the Corporation has prepared and filed the Preliminary Prospectus and all necessary related documentation with respect to the Offered Shares with the Securities Commissions in the Offering Provinces and has received the Preliminary Receipt. The Agents also understand that the Corporation intends to file, without delay and on the terms and conditions set out herein, with the Securities Commissions the Prospectus and all necessary related documentation in order to qualify the Offered Shares for distribution in each of the Offering Provinces.

The Offered Shares may also be offered and sold in the United States (as defined herein) on a private placement basis pursuant to Rule 506(b) of Regulation D (as defined herein) under the U.S. Securities Act (as defined herein) and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws to U.S. Accredited Investors (as defined herein) and/or Qualified Institutional Buyers (as defined herein) through the U.S. Affiliates (as defined herein) pursuant to and in accordance with United States securities laws and in compliance with Schedule "B" attached hereto, which forms part of this Agreement.

Subject to the terms and conditions hereof, the Agents agree to act as, and the Corporation appoints the Agents as, the sole and exclusive agents of the Corporation to offer a minimum of 5,555,555 Offered Shares and a maximum of 8,888,888 Offered Shares for sale to the public in the Offering Provinces at the Offering Price per Offered Share and to use their commercially reasonable efforts to secure subscriptions therefor, provided that the Agents shall be under no obligation to purchase any of the Offered Shares as principal. The Agents shall be entitled (but not obligated) in connection with the sale of the Offered Shares to retain as sub-agents other securities dealers and may receive (for delivery to the Corporation at the Closing Time) subscriptions for Offered Shares from other securities dealers. The Agents shall have the exclusive right to select such sub-agent and the fee payable to such sub-agent shall be for the account of the Agents.

The Corporation hereby grants to the Agents an option with respect to the Offered Shares (the "**Over-Allotment Option**"). The Over-Allotment Option is exercisable in whole or in part in the sole discretion of the Agents at any time up to 60 days after the Closing Date, to purchase up to an additional 15% of the Offering. The Over-Allotment Option may be exercised by the Lead Agent, on behalf of the Agents in respect of additional Offered Shares (the "**Over-Allotment Shares**") at a price of \$0.90 per Over-

Allotment Share, to cover over-allocations, if any, and for market stabilization purposes. Unless the context otherwise requires, in this Agreement all references to the "**Offering**" shall include the Over-Allotment Option, and all references to "**Offered Shares**" shall include the Over-Allotment Shares

If, for whatever reason, the Minimum Offering is not completed by the date which is 90 days after the issuance of the Final Receipt, or such later date as agreed to by the Corporation and the Lead Agent and on such terms as may be prescribed by the Securities Commissions, all subscription funds shall be returned to the subscribers without interest or deduction, unless such subscribers have otherwise instructed the Agents.

In consideration for its services hereunder the Lead Agent shall be entitled to the Corporate Finance Fee and the Agents shall be entitled to the Agents' Fee, expenses, and Agents' Warrants provided for in paragraph 9. For greater certainty, except as provided for in paragraph 9, the services provided by the Agents in connection herewith will not be subject to General Sales Tax and Provincial Sales Tax ("**Sales Tax**") and taxable supplies will be incidental to the exempt financial services provided.

The following are the terms and conditions of this Agreement:

1. Definitions

In this Agreement:

- (a) "**Agents**" means Canaccord and Beacon;
- (b) "**Agents' counsel**" means Burstall LLP, or such other legal counsel as the Lead Agent, with the consent of the Corporation, may appoint;
- (c) "**Agents' Fee**" means the fee payable by the Corporation to the Agents equal to 7% of the aggregate gross proceeds of the Offering payable in cash or Agents' Fee Option Shares of the Corporation, or any combination thereof, except that the fee will be reduced to 3.5% for Presidents List Purchasers;
- (d) "**Agents' Fee Option**" means the option of the Agents to receive Agents' Fee Option Shares, or to direct the Corporation to deliver Agents' Fee Option Shares to specified sub-agents;
- (e) "**Agents' Fee Option Shares**" means the Common Shares, if any, received by the Agents upon election to exercise the Agent's Fee Option in whole or in part, with such Common Shares being issuable at the Offering Price;
- (f) "**Agents' US counsel**" means Troutman Pepper Hamilton Sanders LLP;
- (g) "**Agents' Warrant Shares**" means the Common Shares issuable upon exercise of the Agents' Warrants;
- (h) "**Agents' Warrants**" means the Common Share purchase warrants to be issued to the Agents to purchase that number of Common Shares equal to 7% of the aggregate number of Offered Shares sold pursuant to the Offering, less Presidents List Purchasers orders, at a price of \$0.90 per Common Share until the date that is 24 months after the Listing Date, as evidenced and subject to the terms and conditions to the warrant certificate, substantially in the form attached hereto as Schedule "A";

- (i) "**Agreement**" means this agency agreement among the Corporation and the Agents, and words such as "**hereof**", "**hereto**", "**herein**" and "**hereby**" refer to this Agreement as the context requires;
- (j) "**Alternative Transaction**" means any equity or debt financing (excluding a bank loan from commercial bank lenders), merger, amalgamation, arrangement, business combination, take-over bid, insider bid, issuer bid, reorganization, joint venture, sale or exchange of a part of, all of, or substantially all of the assets or Common Shares or any similar transaction involving the Corporation with any arm's length party;
- (k) "**Applicable Securities Laws**" includes, collectively, all applicable securities, corporate and other laws, rules, regulations, notices, instruments, blanket orders, decision documents, and published procedures and policies in force in the Offering Provinces and the U.S. Securities Laws;
- (l) "**BCBCA**" means the *Business Corporations Act* (British Columbia) as amended from time to time;
- (m) "**Beacon**" means Beacon Securities Limited;
- (n) "**Beacon Shareholder**" means the holder of 375,000 Common Shares issued at a price of \$0.04 per Common Share;
- (o) "**business day**" means a day which is not Saturday, Sunday or a legal holiday in the City of Toronto, Ontario;
- (p) "**Canaccord**" or the "**Lead Agent**" means Canaccord Genuity Corp.;
- (q) "**Closing Date**" means the closing of the Offering on such date or dates as the Lead Agent and the Corporation may agree;
- (r) "**Closing Time**" means 8:00 a.m. (Toronto time), or such other time, on the Closing Date, as the Lead Agent and the Corporation may agree;
- (s) "**Common Share**" means a common share in the capital of the Corporation;
- (t) "**Corporate Finance Fee**" shall have the meaning ascribed thereto in sub-paragraph 9(c)(iii) of this Agreement;
- (u) "**Corporate Finance Fee Shares**" shall have the meaning ascribed thereto in sub-paragraph 9(c)(iii) of this Agreement;
- (v) "**Corporation**" or "**Nurosene**" means Nurosene Health Inc., a corporation existing under the BCBCA;
- (w) "**Corporation's auditors**" means MNP LLP, with offices at 11 Richmond St. W., #300, Toronto, Ontario M5H 2G4;
- (x) "**Corporation's counsel**" means DLA Piper (Canada) LLP;
- (y) "**Due Diligence Sessions**" means, collectively, the due diligence sessions held on February 22, 2021 and May 19, 2021 with the Agents, Agents' counsel, officials of the Corporation,

the Corporation's auditors, and the Corporation's counsel, as well as any additional due diligence sessions which may be held at or prior to the Closing Time;

- (z) "**Exchange**" means the Canadian Securities Exchange;
- (aa) "**Final Receipt**" means the receipt or receipts for the Prospectuses issued in accordance with the Passport System;
- (bb) "**Financial Statements**" means the financial statements contained in the Prospectuses;
- (cc) "**Indemnified Persons**" means the Agents and the sub-agents of the Agents, and the directors, officers, employees, shareholders and consultants of the Agents and the sub-agents of the Agents;
- (dd) "**Intellectual Property**" means all registered or pending or common law intellectual property issued to, owned, held, licensed or used by the Corporation in carrying on business, including, without limiting the generality of the foregoing, all trade or brand names, business names, domain names, trade-marks (including logos), trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, issued patents and pending applications and other patent rights, trade secrets, proprietary information and know-how, and other intellectual property issued to or owned, held by, licensed or used by the Corporation in carrying on business, together with all rights under licenses, registered user agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, including but not limited to any intellectual property rights licensed or otherwise belonging to or used by the Corporation;
- (ee) "**Listing Date**" means the date that the Common Shares are listed and posted for trading on the Exchange;
- (ff) "**Lock-Up Agreements**" means agreements entered into, or to be entered into prior to the Closing Time, between the Corporation and the following persons, pursuant to the terms of which (i) the Locked-Up Shareholders have agreed not to sell their Common Shares for a period of 12 months following Closing, with 15% released on the Listing Date and an additional 15% released every two months thereafter; and (ii) the Beacon Shareholder and Tribal Scale Shareholder have agreed to not sell certain of their Common Shares until 12 months from the Closing Date;
- (gg) "**Locked-Up Shareholders**" means the holders of an aggregate of 14,640,225 Common Shares issued for less than \$0.40 per Common Share;
- (hh) "**Marketing Documents**" means, collectively, all (i) standard term sheets, and (ii) marketing materials (including any template version, revised template version or limited use version thereof), provided to a potential investor in connection with the distribution of Offered Shares;
- (ii) "**Material Agreements**" means the contracts in the Prospectus listed under the heading "Material Contracts";
- (jj) "**Maximum Offering**" means 8,888,888 Offered Shares for aggregate gross proceeds of \$8,000,000;

- (kk) "**MI 11-102**" means Multilateral Instrument 11-102 *Passport System* of the Canadian Securities Administrators, as amended or replaced;
- (ll) "**Minimum Offering**" means 5,555,555 Offered Shares for aggregate gross proceeds of \$5,000,000;
- (mm) "**NP 11-202**" means National Policy 11-202 *Process for Prospectus Reviews in Multiple Jurisdictions*, as amended or replaced;
- (nn) "**Offered Shares**" means the up to 8,888,888 Common Shares at \$0.90 per Common Share, and shall include the Over-Allotment Shares;
- (oo) "**Offering**" means the initial public offering of the Corporation of Offered Shares and the Over-Allotment Option pursuant to the Prospectus;
- (pp) "**Offering Provinces**" means British Columbia, Alberta, Saskatchewan, Ontario and the Yukon, and elsewhere where permitted by applicable law, and "**Offering Province**" means any one of them;
- (qq) "**OSC**" means the Ontario Securities Commission;
- (rr) "**Over-Allotment Option**" has the meaning ascribed thereto on the first page of this Agreement;
- (ss) "**Over-Allotment Shares**" has the meaning ascribed thereto on the first page of this Agreement;
- (tt) "**Passport System**" means the system and procedures for the filing of prospectuses and related materials in one or more Canadian jurisdictions pursuant to MI 11-102 and NP 11-202;
- (uu) "**Preliminary Prospectus**" means the preliminary long form prospectus of the Corporation dated February 22, 2021 and any amendments thereto, in respect of the qualification for distribution of the Common Shares in the Offering Provinces;
- (vv) "**Preliminary Receipt**" means the receipt or receipts for the Preliminary Prospectus issued in accordance with the Passport System;
- (ww) "**Presidents List Purchasers**" means a list of subscribers to the Offered Shares provided by the Corporation to the Lead Agent for an amount up to \$1,400,000;
- (xx) "**Prospectus**" means the (final) long form prospectus of the Corporation and any amendments thereto, in respect of the qualification for distribution of the Offered Shares in the Offering Provinces;
- (yy) "**Prospectuses**" means, collectively, the Preliminary Prospectus, and the Prospectus;
- (zz) "**Public Record**" means all information filed by or on behalf of the Corporation with the Securities Commissions, including without limitation, the Prospectuses, the Marketing Materials, any Supplementary Material and any other information filed with the Securities

Commissions, or any other securities commission or similar regulatory authority in compliance, or intended compliance, with any Applicable Securities Laws;

- (aaa) "**Qualified Institutional Buyer**" means a "qualified institutional buyer" as that term is defined in Rule 144A under the U.S. Securities Act, and that is also a U.S. Accredited Investor;
- (bbb) "**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;
- (ccc) "**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;
- (ddd) "**Rule 144A**" means Rule 144A adopted by the SEC under the U.S. Securities Act;
- (eee) "**SEC**" means the United States Securities and Exchange Commission;
- (fff) "**Securities**" means, collectively, the Offered Shares, Corporate Finance Fee Shares, Agents' Fee Option Shares, Agents' Warrants and Agents' Warrant Shares;
- (ggg) "**Securities Commissions**" means the securities commission or similar regulatory authority in each of the Offering Provinces, as the case may be;
- (hhh) "**Supplementary Material**" means, collectively, any amendment to the Prospectuses or the U.S. Placement Memorandum, any amended or supplemental Prospectuses or the U.S. Placement Memorandum, or any ancillary material, information, evidence, return, report, application, statement or document which may be filed by or on behalf of the Corporation with the Securities Commissions in compliance or intended compliance with the Applicable Securities Laws;
- (iii) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time and any and all rules and regulations made pursuant thereto;
- (jjj) "**Transfer Agent**" means Odyssey Trust Company in Toronto, Ontario;
- (kkk) "**Tribal Scale Shareholder**" means the holder of 123,456 of the 493,827 Common Shares to be issued to Tribal Scale Inc.;
- (lll) "**U.S. Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act;
- (mmm) "**U.S. Affiliate**" means the United States registered broker-dealer affiliates of an Agent;
- (nnn) "**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder;
- (ooo) "**U.S. Person**" means a "U.S. person" as such term is defined in Rule 902(k) of Regulation S;
- (ppp) "**U.S. Placement Memorandum**" means the U.S. private placement memorandum, in a form satisfactory to the Agents and the Corporation, acting reasonably, including either of the Prospectuses, prepared for the offer and sale of the Offered Shares in the United States;
- (qqq) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended; and

- (rrr) **"U.S. Securities Laws"** means all applicable securities legislation in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, and any applicable state securities laws.

"affiliate", **"associate"**, **"distribution"**, **"insider"**, **"misrepresentation"**, **"material change"** and **"material fact"** shall have the meanings ascribed thereto under the Applicable Securities Laws.

Capitalized terms not otherwise defined in this Agreement shall have the meaning set out in the Prospectus.

2. Covenants as to Creation and Qualification

The Corporation:

- (a) agrees that the Securities will be duly and validly authorized and issued;
- (b) shall elect and comply in all material respects with the Passport System and will:
 - (1) file the Prospectus and other documents required under the Applicable Securities Laws with the Securities Commissions in each of the Offering Provinces; and
 - (2) obtain from the OSC the Final Receipt, evidencing that a receipt for the Prospectus has been issued in Ontario and has been deemed to have been issued in each of the Offering Provinces, or otherwise obtained a receipt for the Prospectus from each of the Securities Commissions;

and shall have taken all other steps and proceedings that may be necessary on its part in order to qualify the Offered Shares, Agents' Fee Option Shares, Corporate Finance Fee Shares and Agents' Warrants for distribution in each of the Offering Provinces by the Agents who are registered in a category permitting them to distribute the Offered Shares under the Applicable Securities Laws and who comply with the Applicable Securities Laws, except that with respect to the Agents' Fee Option Shares and Corporate Finance Fee, the maximum number of such securities qualified under the Offering, in the aggregate, shall be restricted to not more than 10% of the number of Offered Shares in accordance with Applicable Securities Laws;

- (c) covenants that it will use its reasonable commercially efforts to obtain the Final Receipt not later than May 31, 2021, and if not obtained by such date, the Corporation will continue to use its reasonable commercially efforts to obtain the Final Receipt;
- (d) covenants that it will use its reasonable commercially efforts to obtain, on or prior to the issuance of the Final Receipt, all necessary approvals of the Exchange for the listing on the Exchange of the Offered Shares (including without limitation the Corporate Finance Fee Shares, the Agents' Warrant Shares, and if applicable, the Agents' Fee Option Shares), subject only to satisfaction of conditions of the Exchange satisfactory to the Agents, acting reasonably, and thereafter maintain its listing on the Exchange;
- (e) shall, prior to the filing of the Prospectus and, during the period of distribution of the Common Shares, prior to the filing with any Securities Commissions of any Supplementary

Material, have allowed the Agents and the Agents' counsel to participate fully in the preparation of and to approve the form of such documents;

- (f) prior to the filing of the Prospectus or any Supplementary Material and the Closing Time, will allow the Agents to participate fully in the preparation of such documents and will allow the Agents and the Agents' counsel, advisors and representatives to conduct all additional due diligence investigations, which they may reasonably require in order to fulfill their obligations as Agents in connection with the distribution of the Offered Shares and in order to enable them to execute the certificate required to be executed by them in the Prospectus and any Supplementary Material, which may include investigations conducted up to the Closing Time, including the holding of additional Due Diligence Sessions to be held at or prior to the Closing Time with officers of the Corporation, the Corporation's counsel and the Corporation's Auditor. The Agents may waive holding actual Due Diligence Sessions and instead rely on the written responses of the Corporation, the Corporation's counsel and the Corporation's Auditor to questions provided by the Agents;
- (g) shall use its reasonable commercial efforts to take or cause to be taken all such steps and proceedings, including fulfilling all legal, regulatory and other requirements as required under Applicable Securities Laws to qualify the Offered Shares, the Agents' Warrants, and, to the extent allowable under Applicable Securities Laws, the Corporate Finance Fee Shares and Agents' Fee Option Share, if any, for distribution in the Offering Provinces, and shall not withdraw the Prospectus from the Offering Provinces without the prior written consent of the Lead Agent;
- (h) makes the representations, warranties and covenants applicable to it in Schedule "B" attached hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule "B" form part of this Agreement; and
- (i) shall duly, faithfully and punctually perform all the obligations to be performed by it pursuant to this Agreement and shall comply with its covenants and agreements hereunder.

3. Delivery of Prospectus and Related Documents

The Corporation shall deliver or cause to be delivered without charge to the Agents and the Agents' counsel the documents set out below at the respective times indicated:

- (a) prior to or contemporaneously, as nearly as practicable, with the filing with the Securities Commissions of each of the Prospectuses:
 - (i) copies of the Prospectuses, signed as required by the Applicable Securities Laws; and
 - (ii) if requested by the Agents, acting reasonably, copies of any documents referred to therein which have not previously been delivered to the Agents;
- (b) as soon as they are available, copies of the U.S. Placement Memorandum and any Supplementary Material, if required, signed as required by the Applicable Securities Laws;

- (c) a "long-form" comfort letter or comfort letters dated the date of the Prospectus, in form and substance satisfactory to the Agents, addressed to the Agents from the Corporation's auditors, and based on a review completed not more than two Business Days prior to the date of the Prospectus, with respect to certain financial and accounting information relating to the Corporation in the Prospectus, which letter shall be in addition to the auditors' reports contained in the Prospectus and any auditors' comfort letters addressed to the Securities Commissions;
- (d) comfort letters and other documents substantially similar to those referred to in subparagraph 3(c) of this Agreement will be delivered to the Agents and the Agents' counsel with respect to any Supplementary Material or other relevant document, concurrently with the filing of the Supplementary Material or other relevant document; and
- (e) prior to the filing of the Prospectus, evidence satisfactory to the Agents, acting reasonably, of the approval of the listing for trading on the Exchange of the Offered Shares (including the Agents' Warrant Shares).

4. Material Change and Certain Other Covenants

The Corporation agrees:

- (a) that during the period of distribution of the Offered Shares, it will promptly inform the Agents with full particulars of:
 - (i) any material change (actual, anticipated or threatened) in or affecting the business, operations, revenues, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation;
 - (ii) any change in any material fact contained or referred to in the Public Record; and
 - (iii) the occurrence of a material fact or event which, in any such case, is, or may be, of such a nature as to:
 - (A) render any portion of the Public Record untrue, false or misleading in any material respect;
 - (B) result in a misrepresentation in the Public Record; or
 - (C) result in the Public Record not complying with the Applicable Securities Laws,

provided that if the Corporation is uncertain as to whether a material change, change, occurrence or event of the nature referred to in this section has occurred, the Corporation shall promptly inform the Agents of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agents as to whether the occurrence is of such nature;

- (b) that during the period of distribution of the Offered Shares, it will promptly inform the Agents with full particulars of:

- (i) any request of the Securities Commissions or any similar regulatory authority for any amendment to, or to suspend or prevent the use of the Prospectus, the U.S. Placement Memorandum, any Supplementary Material or any other part of the Public Record or for any additional information;
 - (ii) the issuance by the Securities Commissions or similar regulatory authority, the Exchange, or by any other competent authority of any order to cease or suspend trading of any securities of the Corporation, or of the institution or threat of institution of any proceedings for that purpose; or
 - (iii) the receipt by the Corporation of any communication from the Securities Commissions, or similar regulatory authority, the Exchange or any other competent authority, relating to the Prospectuses, the U.S. Placement Memorandum, any Supplementary Material, any other part of the Public Record, the distribution of the Offered Shares, Corporate Finance Fee Shares, Agents' Fee Option Shares, and Agents' Warrants, or the listing of the Offered Shares (including the Corporate Finance Fee Shares, the Agents' Warrant Shares, and the Agents' Fee Option Shares) on the Exchange;
- (c) it will promptly comply to the reasonable satisfaction of the Agents and the Agents' counsel with Applicable Securities Laws with respect to any material change, change, occurrence or event of the nature referred to in subparagraphs 4(a) or (b) above and the Corporation will prepare and file promptly at the Agents' request any amendment to the Prospectus, the U.S. Placement Memorandum or Supplementary Material as may be required under Applicable Securities Laws, provided that the Corporation shall have allowed the Agents and the Agents' counsel to participate fully in the preparation of any Supplementary Material, and to conduct all due diligence investigations which the Agents may reasonably have required, including, if applicable, the holding of additional Due Diligence Sessions, in order to fulfil their obligations as Agents and in order to enable the Agents to execute the certificate required to be executed by them in, or in connection with such Supplementary Material;
- (d) that during the period from the effective date hereof until the completion of the distribution of the Offered Shares, it will promptly provide to the Agents for review by the Agents and the Agents' counsel prior to filing or issuance:
- (i) any financial statement of the Corporation;
 - (ii) any document intended to be filed as part of the Public Record;
 - (iii) any press release of the Corporation; and
 - (iv) any Supplemental Materials;
- (e) that during the period commencing the effective date hereof and ending 120 days after the Closing Date, the Corporation shall not, except for:
- (i) issuances of stock options and other securities pursuant to Corporation's stock option plan or similar Common share compensation plan or arrangement described in the Prospectus, and the issuance of the Common Shares issuable pursuant to the exercise thereof;

- (ii) issuances of Common Shares or securities convertible into Common Shares in connection with convertible securities existing as of the date hereof and described in the Prospectus; or
- (iii) issuances of Common Shares as contemplated pursuant to the Material Agreements;

issue or agree to issue any Common Shares, or any securities exchangeable or convertible into Common Shares, without the prior written consent of the Lead Agent, not to be unreasonably withheld;

- (f) that no press release or similar public announcement concerning this Agreement or any other instrument relating hereto, or the relationship between the Corporation and the Agents shall be made without the prior written consent of the Agents, such consent not to be unreasonably withheld; any press release announcing or otherwise referring to the Offering disseminated outside the United States shall comply with the requirements of Rule 135e under the U.S. Securities Act and shall include an appropriate notation substantially as follows: "Not for distribution to United States news wire services, or for release, publication or distribution or dissemination, directly or indirectly, in whole or in part, in or into the United States.", and shall include substantially the following language: "This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any state in which such offer, solicitation or sale would be unlawful. The securities being offered have not been, nor will they be, registered under the United States Securities Act of 1933, as amended, or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the United States Securities Act of 1933, as amended, and applicable state securities laws.". For certainty, no such press release shall be issued into the United States; and
- (g) if the Corporation does not proceed with the Offering for any reason within the scope of its control and, during the period of 180 days after the termination of this Agreement, the Corporation enters into a binding agreement in respect of an Alternative Transaction, the Corporation agrees to pay the expenses, Agents' Fee and Corporate Finance Fee set out in sub-paragraph 9(c), to the extent those amounts have not already been paid by the Corporation

5. Agents' Covenants

The Agents represent, warrant, covenant and agree with the Corporation that they:

- (a) will offer the Offered Shares for sale to the public in the Offering Provinces, directly and through sub-agents, if any, in compliance with the Applicable Securities Laws and upon the terms and conditions set forth in this Agreement. The Agents will offer for sale and sell the Offered Shares in the United States through one or more of their duly-registered U.S. Affiliates pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws, and in accordance with Schedule "B" to this Agreement. The Agents shall be obligated only to use their commercially reasonable efforts to effect the distribution of the Offered Shares and shall be under no obligation to purchase any Offered Shares as principal, or to retain any sub-agents. Notwithstanding the foregoing, the Agents will not be liable to the

Corporation under this subparagraph 5(a) with respect to a default by any sub-agent under this subparagraph 5(a) if the Agents are not themselves also in default;

- (b) will not solicit subscriptions for the Offered Shares, trade in Offered Shares or otherwise do any act in furtherance of a trade of Offered Shares in any jurisdictions outside of the Offering Provinces and the United States and will cause a similar covenant to be contained in any agreement entered into with any sub-agent, if any, established in connection with the distribution of the Offered Shares;
- (c) will conduct activities in connection with the proposed offer and sale of the Offered Shares in compliance with all the Applicable Securities Laws and upon the terms and conditions set forth in the Prospectus, the U.S. Placement Memorandum and this Agreement and cause a similar covenant to be obtained from sub-agent, if any, in connection with the distribution of the Offered Shares;
- (d) they are corporations incorporated and existing under the laws of their respective jurisdiction of incorporation;
- (e) they will refrain from advertising the Offering in (A) printed public media of general and regular paid circulation, (B) radio, (C) television or (D) telecommunications, including electronic display and not make use of any green sheet or other internal marketing document without the consent of the Corporation, such consent to be promptly considered and not to be unreasonably withheld;
- (f) they will comply with, and ensure that their respective directors, officers, employees and affiliates comply with all applicable market stabilization rules and requirements of the Securities Commissions and Applicable Securities Laws;
- (g) they, or their U.S. Affiliates, are and will be, at the Closing Time, duly registered under the Applicable Securities Laws under a category that permits them to sell the Offered Shares in the Offering Provinces and the United States, as applicable; and
- (h) they make the representations, warranties and covenants applicable to them in Schedule "B" hereto and agree, on behalf of themselves and, if applicable, the U.S. Affiliates, for the benefit of the Corporation, to comply with the U.S. selling restrictions imposed by the laws of the United States and set forth in Schedule "B" hereto, which forms part of this Agreement (provided that an Agent will not be liable to the Corporation under this section or Schedule "B" with respect to a violation by another Agent or its U.S. Affiliate of the provisions of this section or Schedule "B" if the former Agent or its U.S. Affiliate, as applicable, is not itself also in violation).

6. Representations and Warranties of the Corporation

The Corporation represents and warrants to the Agents and acknowledges that the Agents are relying upon such representations and warranties, that:

- (a) delivery of each of the Prospectuses, the U.S. Placement Memorandum or any Supplementary Material shall constitute a representation and warranty to the Agents by the Corporation that:

- (i) all of the information and statements contained in the Prospectuses, the U.S. Placement Memorandum, Public Record or any Supplementary Material, as the case may be:
 - (1) are at the respective dates of such documents, true and correct in all material respects;
 - (2) contain no misrepresentation; and
 - (3) constitute full, true and plain disclosure of all material facts relating to the Corporation, and the distribution of the Offered Shares;

other than any information or statements relating solely to the Agents and furnished to the Corporation by the Agents in writing expressly for inclusion in the Prospectuses, the U.S. Placement Memorandum or the Supplementary Material;
- (ii) the Prospectuses, the U.S. Placement Memorandum or any Supplementary Material, as the case may be, comply in all material respects with the Applicable Securities Laws;
- (iii) there has been no intervening material change (actual, proposed or prospective, whether financial or otherwise), from the date of the Prospectuses, the U.S. Placement Memorandum and any Supplementary Material to the time of delivery thereof in the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation;
- (iv) the Financial Statements fairly present, in all material respects and in accordance with international financial reporting standards consistently applied, the financial position and condition of the Corporation as at the dates thereof and the results of the operations of the Corporation for the periods then ended and reflect all liabilities (absolute, accrued, contingent or otherwise) of the Corporation as at the dates thereof, in all material respects, and in accordance with international financial reporting standards consistently applied;
- (v) based upon representations made by the Corporation's auditors, the Corporation's auditors are independent with respect to the Corporation, as required by Applicable Securities Laws; and
- (vi) there has not been any reportable disagreement (within the meaning of Section 4.11 of National Instrument 51-102 - *Continuous Disclosure Obligations* of the Canadian Securities Administrators) with the Corporation's auditors;
- (b) the Corporation has been duly continued and is valid and subsisting under the laws of the BCBCA, and the Corporation has all requisite power and authority to carry on its business as now conducted by it and to own, lease and operate its properties and assets;
- (c) the Corporation has no subsidiaries;
- (d) the Corporation is qualified to carry on business under the laws of each jurisdiction in which it carries on a material portion of its business;

- (e) the Corporation has the full power and authority to enter into the Material Agreements and Agents' Warrant certificates and to perform its obligations set out herein (including, without limitation, to issue the Securities) and the Material Agreements and Agents' Warrant certificates have been or will be duly authorized, executed and delivered by the Corporation, and the Material Agreements and Agents' Warrant certificates are legal, valid and binding obligations of the Corporation enforceable against it in accordance with their respective terms subject to the general qualification that:
- (i) the enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting creditors' rights;
 - (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;
 - (iii) the enforceability of any provision exculpating a party from liability or duty otherwise owed by it may be limited under applicable law;
 - (iv) the enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court;
 - (v) the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments;
 - (vi) rights to indemnity and contribution hereunder may be limited under applicable law; and
 - (vii) the enforceability may be limited by applicable laws regarding limitation of actions;
- (f) at the date of issuance, the Offered Shares, Corporate Finance Fee Shares and any Agents' Fee Option Shares to be issued pursuant to this Agreement will, upon issuance, be issued as fully paid and non-assessable Common Shares. The Agents' Warrant Shares issuable upon the exercise of the Agents' Warrants will, when executed pursuant to the terms of the Agents' Warrants certificates, respectively, be validly issued as fully paid and non-assessable Common Shares;
- (g) the Corporation is not in default or breach of the execution and delivery of, and the performance of and compliance with the terms of this Agreement and the Material Agreements by the Corporation, or any of the transactions contemplated hereby, does not and will not result in any breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, by-laws, other constating documents or resolutions of the directors or shareholders of the Corporation or any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document, to which the Corporation is a party or by which it is bound, or any judgment, decree, order, statute, rule or regulation applicable to the Corporation, which default or breach might reasonably be expected to materially adversely affect the business,

operations, capital or condition (financial or otherwise) of the Corporation, or its properties and assets;

- (h) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance that transactions are recorded as necessary to facilitate preparation of financial statements in conformity with internal financial reporting standards to maintain accountability for assets;
- (i) the Corporation is insured against loss or damage by insurable hazards or risks on a replacement cost basis. Such insurance coverage is of a type and in an amount typical to the business in which the Corporation operates as conducted by a reasonably prudent person based on the advice of reputable insurance brokers consulted by such persons;
- (j) to the knowledge of the Corporation, there are no material actions, suits, proceedings or inquiries pending or threatened against or affecting the Corporation at law or in equity or before or by any federal, state, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality which in any way materially adversely affects, or may in any way materially adversely affect, the business, operations, capital or condition (financial or otherwise) of the Corporation or its assets or which affects or may affect the distribution of the Offered Shares, Corporate Finance Fee Shares, the Agents' Fee Option Shares, if applicable, and Agents' Warrants, and the Corporation is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success;
- (k) there has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation from the position set forth in the Financial Statements except as contemplated by the Prospectuses and there has not been any adverse material change in the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation since May 8, 2019; and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation which have not been disclosed in the Prospectuses;
- (l) the authorized share capital of the Corporation consists of an unlimited number of Common Shares, of which 22,425,475 Common Shares are issued and outstanding (without giving effect to the Offering);
- (m) no person holds any securities convertible or exchangeable into any unissued securities of the Corporation, or has any agreement, warrant, option, right or privilege being or capable of becoming an agreement, warrant, option or right for the purchase or other acquisition of any unissued Common Shares, preferred shares or other securities of the Corporation, except as disclosed in the Prospectus;
- (n) the form and terms of definitive certificates representing the Common Shares, and Agents' Warrants have been duly approved and adopted by the Corporation and comply with all legal requirements relating thereto;
- (o) the Corporation has the necessary corporate power and authority to execute, deliver and file the Prospectuses and any Supplementary Materials and, prior to filing the Prospectuses

or Supplementary Materials, as applicable, all requisite action will have been taken by the Corporation to authorize the execution, delivery and filing of the Prospectuses and Supplementary Materials;

- (p) neither the Securities Commissions, other securities commissions or similar regulatory authorities, the Exchange or any other stock exchanges have issued any order which is currently outstanding ceasing, halting, suspending or preventing trading in any securities of the Corporation, and no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened;
- (q) the Corporation is not in default of any requirement of Applicable Securities Laws in any material respect;
- (r) to the knowledge of the Corporation, no insider of the Corporation, or any person who will become an insider of the Corporation following completion of the Offering, has a present intention to sell any securities of the Corporation;
- (s) the Corporation does not owe any money to, nor has the Corporation any present loans to, or borrowed any monies from, is or otherwise indebted to any officer, director, employee, shareholder, partner, any person not dealing at "arm's length" (as such term is defined in the Tax Act) with the Corporation or any person with similar powers and authorities as those listed above, except for usual employee reimbursements and compensation paid in the ordinary and normal course of the business of the Corporation;
- (t) the Corporation is not a party to any contract, agreement or understanding with any officer, director, employee, shareholder, any other person not dealing at "arm's length" (as such term is defined in the Tax Act) with the Corporation or any person with similar powers and authorities as those listed above, which may have a material adverse effect on the conduct of the business, operations, financial condition or income of the Corporation, except as disclosed herein or in the Prospectus;
- (u) the minute books of the Corporation are, in all material respects, true and correct and contain copies of all minutes of all meetings and all resolutions of the directors, committees of directors and shareholders of the Corporation and all such meetings were duly called and properly held and all consent resolutions were properly adopted;
- (v) the books of account and other records of the Corporation, whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practices;
- (w) the information and statements set forth in the Public Record, as such relate to the Corporation, were true, correct and complete in all material respects and did not contain any misrepresentation as of the respective dates of such information or statements, the Public Record complies with Applicable Securities Laws in all material respects, no material change has occurred in relation to the Corporation which is not disclosed in the Public Record;
- (x) other than as provided for in this Agreement or as disclosed in the Prospectus, the Corporation has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, commissions or other similar forms of compensation with respect to the transactions contemplated in this Agreement;

- (y) there is presently no material plan in place for retirement bonus, pension benefits, unemployment benefits, deferred compensation, severance or termination pay, insurance, sick leave, disability, salary continuation, legal benefits, vacation or other employee incentives or compensation that is contributed to or required to be contributed to by the Corporation for the benefit of any current or former director, officer, employee, consultant or partner of the Corporation;
- (z) the Corporation is not a party to or bound by any agreement of guarantee, indemnification or any other like commitment of the obligations, liabilities (contingent or otherwise) of indebtedness of any other person;
- (aa) no officer, director, employee, partner or any other person not dealing at arm's length with the Corporation, any associate or affiliate of any such person, owns, has or is entitled to any royalty or any other encumbrances or claims of any nature whatsoever on the properties or other assets of the Corporation or any revenue or rights attributed thereto;
- (bb) except as disclosed in the Prospectus, neither the Corporation, nor any of the holders of the Corporation's securities is a party to any shareholders agreement, escrow agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Corporation;
- (cc) to the knowledge of the Corporation, the Corporation has not entered into any agreements or made any covenants with any parties, including without limitation any rights of first refusal, that would restrict the Corporation from entering into this Agreement;
- (dd) the Corporation has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to it of each jurisdiction in which it carries on business and holds all licenses, registrations and qualifications in all jurisdictions in which it carries on business which is necessary or desirable to carry on the business as now conducted and as presently proposed to be conducted and all such licenses, registrations or qualifications are valid and existing and in good standing and none of such licenses, registrations or qualifications contain any burdensome term, provision, condition or limitation which has or is likely to have any material adverse effect on the business of the Corporation, as now conducted or as proposed to be conducted and the Corporation is not aware of any legislation, regulation, rule or lawful requirements presently in force or proposed to be brought into force which the Corporation anticipates the Corporation will be unable to comply with without materially adversely affecting the Corporation;
- (ee) the Corporation is in compliance with all its material obligations, covenants and terms contained in any banking, mortgage or other financing agreements which it is a party to;
- (ff) no authorization, approval or consent of any court or governmental authority or agency is required to be obtained by the Corporation in connection with the sale and delivery of the Offered Shares hereunder, except such as may be required under the Applicable Securities Laws;
- (gg) the Transfer Agent, at its principal offices in the City of Toronto, in the Province of Ontario is the duly appointed registrar and transfer agent for the Common Shares;

- (hh) the Corporation is in material compliance with the terms of the Material Agreements and the Corporation is not aware of any default or breach of a material nature under any of such Material Agreements by any other party thereto;
- (ii) there is no suit, action or proceeding pending, or to the knowledge of the Corporation, threatened against the Corporation that, individually or in the aggregate, could reasonably be expected to have a material adverse effect upon the Corporation, and there is no judgment, decree, injunction, rule or order of any governmental authority with jurisdiction over the Corporation outstanding causing, or which insofar as can reasonably be foreseen, in the future would cause, a material adverse effect on the Corporation;
- (jj) as of the Closing Time, the Corporation will own or possess all licenses or rights necessary to use all of the Intellectual Property as currently used in the business as currently operated. To the knowledge of the Corporation, the conduct of the business of the Corporation does not infringe upon the intellectual property rights, domestic or foreign, of any other person. To the knowledge of the Corporation, there exist no claims of any infringement or breach of any intellectual property rights of any other person, and the Corporation has not received any notice that the conduct of its business, including the use of the Intellectual Property, infringes upon or breaches any intellectual property rights of any other person, or the trade secrets, know-how or confidential or proprietary information of any other person. To the knowledge of the Corporation, there exists no infringement or violation by any other person of any of the rights of the Corporation in the Intellectual Property, nor does there exist any state of facts which casts doubt on the validity or enforceability of any of the Intellectual Property;
- (kk) any and all operations of the Corporation and, to the knowledge of the Corporation, any and all operations by third parties and subcontractors, on or in respect of the research and development conducted by the Corporation, have been conducted in accordance with all regulatory requirements and good industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of governmental and other competent authorities; and
- (ll) the responses given by the Corporation and its directors, officers, as applicable, in the Due Diligence Sessions held prior to the date of this Agreement were true and correct where they relate to matters of fact, and the Corporation and its directors, officers, as applicable, have responded in as thorough and complete fashion as possible, having regard to the nature of the questions and the time period that existed to address the due diligence questions and provide responses. Where the responses reflect the opinion or view of the Corporation or its directors, officers, as applicable, such opinions or views were honestly held at the time they were given.

7. Conditions

The obligations of the Agents hereunder shall be conditional upon the Agents receiving on or prior to the Closing Date:

- (a) a legal opinion of the Corporation's counsel addressed to the Agents in form and substance reasonably satisfactory to the Agents and Agents' counsel, with respect to such matters as the Agents may reasonably request relating to the Offering, including, without limitation, that:

- (i) the Corporation has been duly incorporated and is valid and subsisting under the laws of British Columbia, and the Corporation has all requisite power and authority to carry on its business as now conducted by it;
- (ii) the form and terms of the certificates representing the Common Shares and Agents' Warrants have been approved and adopted and comply with all legal requirements relating thereto;
- (iii) the Corporation has full corporate power and authority to enter into this Agreement and Agents' Warrant certificates and to perform its obligations set out herein and therein and this Agreement, and the Agents' Warrant certificates have been duly authorized, executed and delivered by the Corporation and constitutes its legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with its terms, except that the validity, binding effect and enforceability of the terms of agreements and documents are subject to the qualification that such validity, binding effect and enforceability may be limited by: (i) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court; (iii) the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings before it and to stay executions on judgments; (iv) the applicable laws regarding limitations of actions; (v) enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court; (vi) enforceability of the provisions exculpating a party from liability or duty otherwise owned by them may be limited under applicable law; and (vii) the rights to indemnity, contribution and waiver under the documents which may be limited or unavailable under applicable law;
- (iv) the execution and delivery of this Agreement and the Agents' Warrant certificates and the fulfillment of the terms hereof by the Corporation, and the performance of and compliance with the terms of this Agreement and the Agents' Warrant certificates by the Corporation, does not and will not result in a breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under: (a) any applicable laws of British Columbia applicable therein; (b) any term or provision of the articles, by-laws or other constating documents of the Corporation; (c) of which counsel is aware, any resolutions of the shareholders or directors (or any committee thereof) of the Corporation; (d) of which counsel is aware, any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound; or (e) of which counsel is aware, any judgment, decree or order, of any court, governmental agency or body or regulatory authority having jurisdiction over or binding the Corporation or its properties or assets;
- (v) the Offered Shares, Corporate Finance Shares, and Agents' Fee Option Shares, if any, have been duly authorized and when issued in accordance with the terms hereof, will be validly issued as fully paid and non-assessable Common Shares. The Agents' Warrant Shares, when issued in accordance with the terms of the

Agents' Warrants certificate will be validly issued as fully paid and non-assessable Common Shares;

- (vi) all Applicable Securities Laws of the Offering Provinces and other laws applicable to the Corporation in connection with the creation, offering, issuance and sale of the Securities have been complied with;
- (vii) the Corporation has the necessary power and authority to execute and deliver the Prospectuses and all necessary action has been taken by the Corporation to authorize the execution and delivery by it of the Prospectuses and the filing thereof, as the case may be, in each of the Offering Jurisdictions in accordance with the Applicable Securities Laws;
- (viii) all necessary documents will have been filed, all necessary proceedings will have been taken and all legal requirements will have been fulfilled as required under the Applicable Securities Laws of each of the Offering Provinces in order to qualify the Offered Shares, Agents' Warrants, and to the extent permitted under Applicable Securities Laws, the Corporate Finance Fee Shares and the Agents' Fee Option Shares, if any, for distribution;
- (ix) no prospectus will be required to be filed, no filing or proceeding will be required to be made or taken and no permit, approval, consent or authorization will be required to be obtained under the Applicable Securities Laws in connection with the first trade in the Offering Provinces by the Agents of the Agents' Warrant Shares through brokers or dealers properly registered under the Applicable Securities Laws who comply with the Applicable Securities Laws provided that:
 - (A) the trade is not a "control distribution" as defined in National Instrument 45-102 - Resale of Securities ("**NI 45-102**") ; and
 - (B) the Corporation is a "reporting issuer" for the purposes of NI 45-102 at the time of the trade;
- (x) the Offered Shares and Agents' Warrant Shares sold pursuant to this Agreement (or, in the case of the Agents' Warrant Shares, issuable upon exercise of the Agents' Warrants) are conditionally listed and, upon notification to the Exchange of the issuance and sale thereof, will be posted for trading on the Exchange;
- (xi) the Transfer Agent, at its principal office in Toronto has been duly appointed as the transfer agent and registrar for the Common Shares; and
- (xii) the eligibility of the Offered Shares as an investment by Registered Retirement Savings Plans or similar tax plans;

and additionally, relating to the authorized and issued capital of the Corporation and as to all other legal matters, including compliance with the laws of British Columbia and Applicable Securities Laws of the Offering Provinces, in any way connected with the disclosure of the Corporation in the Prospectuses, the U.S. Placement Memorandum and the distribution of the Offered Shares, as the Lead Agent may reasonably request.

It is understood that the respective counsel may rely on the opinions of local counsel acceptable to them as to matters governed by the laws of jurisdictions other than the jurisdiction of residence of such counsel and on certificates of officers of the Corporation, the Transfer Agent and the Corporation's auditors as to relevant matters of fact;

- (b) if any Offered Shares are sold to purchasers in the United States, the Agents shall have received a favorable legal opinion addressed to the Agents, in form and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from Dorsey & Whitney LLP, United States counsel to the Corporation, to the effect that it is not necessary in connection with the offer and sale of the Offered Shares in the United States pursuant to this Agreement, to register the Offered Shares under the U.S. Securities Act, it being understood that no opinion is expressed as to any subsequent resale of any Offered Shares;
- (c) a certificate of the Corporation dated the Closing Date, addressed to the Agents and signed on its behalf by its Chief Executive Officer and Chief Financial Officer or such other officers or directors of the Corporation satisfactory to the Lead Agent, acting reasonably, certifying that:
 - (i) the Corporation has complied with and satisfied all terms and conditions of this Agreement and the Corporation has complied with and satisfied all terms and conditions of the Material Agreements on its part to be complied with or satisfied at or prior to the Closing Time other than those which have been waived by the Agents;
 - (ii) the representations and warranties of the Corporation set forth in this Agreement are true and correct at the Closing Time, as if made at such time;
 - (iii) no event of any nature referred to in subparagraphs 12(a), (b), (c), (f) or (g) has occurred or to the knowledge of such officers is pending, contemplated or threatened, except in the case where the Corporation has consulted with the Agent pursuant to subparagraph 4(a);
 - (iv) the Corporation has made and/or obtained, on or prior to the Closing Time, all necessary filings, approvals, consents and acceptances under Applicable Securities Laws, and under any applicable agreement or document to which the Corporation is a party or by which it is bound in respect of the execution and delivery of this Agreement, the offering and sale of the Offered Shares and the consummation of the other transactions contemplated hereby, subject to the completion of filings with the Securities Commissions following the Closing Date;
- (d) evidence satisfactory to the Agents that the Offered Shares have been conditionally listed on the Exchange, and shall be posted for trading as at the opening of business on the Closing Date or such other date as the Corporation and the Lead Agent may agree;
- (e) copies of executed Lock-Up Agreements;
- (f) evidence that the Corporation is a "reporting issuer" in each of the Offering Jurisdictions and is not included on a list of defaulting reporting issuers maintained by the Securities Commissions where such a list is maintained; and
- (g) such other certificates and documents as the Lead Agent may request, acting reasonably.

The foregoing conditions are for the sole benefit of the Agents and may be waived in whole or in part by the Lead Agent at any time and without limitation, and the Agents shall have the right, if any of the foregoing conditions are not met, on behalf of potential subscribers, to withdraw all Subscriptions Agreements delivered and not previously accepted by the Corporation or withdrawn or rescinded by such persons. If any of the foregoing conditions are not met or waived on or before the Closing Date, the Agents may terminate their obligations under this Agreement without prejudice to any other remedies they may have.

8. Closing

The closing of the issue and sale of the Common Shares shall be completed at the Closing Time at the offices of the Corporation's counsel in Toronto, Ontario or at such other place as the Corporation and the Agents may agree. Subject to the conditions set forth in paragraph 7, the Agents, on the Closing Date, shall deliver to the Corporation the net proceeds from the sale of the Offered Shares, less the amount payable in paragraph 9, either directly or indirectly by way of certified cheque, bank draft or wire transfer against delivery by the Corporation of:

- (a) definitive certificates representing, in the aggregate, all of the Offered Shares subscribed for registered in such name(s) as directed by the Agents;
- (b) definitive certificate(s) representing the Agents' Warrants registered in such name(s) as directed by the Agents;
- (c) definitive certificates representing the Corporate Finance Fee Shares and if applicable, the Agents' Fee Option Shares; and
- (d) such further documentation as may be contemplated by this Agreement or that may reasonably be requested by the Agents.

Notwithstanding the foregoing, if the Agents request that the Corporation issue all or part of the Offered Shares as a book-entry only security in accordance with the rules and procedures of CDS Clearing and Depository Services Inc. ("CDS"), then, as an alternative to the Corporation delivering to the Agents definitive certificates representing the Offered Shares in the manner and at the times set forth above:

- (a) the Agents will provide a direction to CDS with respect to the crediting of the Offered Shares to the accounts of the participants of CDS as shall be designated by the Agents in writing in sufficient time prior to the Closing Date to permit such crediting; and
- (b) the Corporation shall cause the Transfer Agent to deliver to CDS, on behalf of the Agents, one fully registered global certificate for each of the Offered Shares to be purchased hereunder, registered in the name of "CDS & Co." as the nominee of CDS, to be held by CDS as a book-entry only security in accordance with the rules and procedures of CDS.

9. Fees

In consideration for its services hereunder:

- (a) the Corporation has paid a deposit to the Lead Agent in the amount of \$30,000 (the "**Deposit**") to be applied against the Agents' expenses and the fees, charges and expenses of the Agents' counsel;

- (b) if the Minimum Offering does not occur, the Lead Agent shall apply the Deposit against the Agents' expenses and the fees, disbursements and Sales Tax of the Agents' counsel, the fees of Agents' counsel shall not exceed \$60,000 (for greater certainty excluding disbursements, Sales Tax and the fees, disbursements and Sales Tax of US counsel) without the prior approval of the Corporation. If the Agents' expenses and the fees, disbursements and Sales Tax of the Agents' counsel are less than the Deposit, any amount of the Deposit remaining shall be returned forthwith to the Corporation by the Lead Agent or the Agents' counsel, without interest or further deduction. If the Agents' expenses and the fees, disbursements and Sales Tax of the Agents' counsel exceed the Deposit, the Corporation shall immediately pay such excess upon invoice by the Lead Agent or Agents' counsel, as the case may be; or
- (c) if closing of the Minimum Offering does occur:
 - (i) the Lead Agent shall apply the Deposit at the Closing Time against the expenses of the Agents and the fees, disbursements and Sales Tax of the Agents' counsel, the fees of Agents' counsel shall not exceed \$60,000 (for greater certainty excluding disbursements, Sales Tax and the fees, disbursements and Sales Tax of US counsel) without the prior approval of the Corporation, and the Corporation will pay the expenses of the Agents and the fees, disbursements and Sales Tax of the Agents' counsel in excess of the Deposit at the Closing Time by the Agents deducting such amount from the gross proceeds of the Offering;
 - (ii) the Corporation shall pay to the Agents the Agents' Fee at the Closing Time by the Agents deducting such amount from the gross proceeds of the Offering, except for any portion of the Agents' Fee which shall be payable in Agents' Fee Option Shares and delivered at the Closing Time in accordance with the direction of the Lead Agent, in the amount specified to the Corporation by the Lead Agent upon giving notice of the exercise of the Agents' Fee Option, in whole or in part, not less than one (1) business day prior to the Closing Date;
 - (iii) the Corporation will pay to the Lead Agent a corporate finance fee (the "**Corporate Finance Fee**") in the amount of \$100,000, payable by \$50,000 in cash and by issuing 55,555 Common Shares (the "**Corporate Finance Fee Shares**"); and
 - (iv) the Corporation shall create and issue to the Agents, or as directed by the Lead Agent, the Agents' Warrants at the Closing Time.

10. Expenses

Whether or not the transactions contemplated herein shall be completed, all reasonable costs and expenses of or incidental to the distribution of the Offered Shares shall be borne by the Corporation, including, without limitation, all costs and expenses of or incidental to the distribution of the Offered Shares, and the preparation, filing and reproduction of the Prospectuses, the U.S. Placement Memorandum and Supplementary Material, the fees and expenses of the Corporation's counsel, the fees and expenses of the Corporation's auditors, and all other reasonable costs and expenses relating to this transaction.

11. Waiver

The Lead Agent may waive in whole or in part any breach of, default under or non-compliance with any representation, warranty, covenant, term or condition hereof, or extend the time for compliance

therewith, without prejudice to any of their rights in respect of any other representation, warranty, covenant, term or condition hereof or any other breach of, default under or non-compliance with any other representation, warranty, covenant, term or condition hereof, provided that any such waiver or extension shall be binding on the Agents only if the same is in writing and signed by the Lead Agent.

12. Termination Events

The Agents may, without liability, terminate its obligations hereunder, by written notice to the Corporation, in the event that after the date hereof and at or prior to the Closing Time:

- (a) any order to cease or suspend trading in any securities of the Corporation, or prohibiting or restricting the distribution of the Securities is made, or proceedings are announced or commenced for the making of any such order, by the Securities Commissions, any other securities commissions or similar regulatory authority, or the Exchange, and has not been rescinded, revoked or withdrawn;
- (b) any inquiry, investigation (whether formal or informal) or other proceeding in relation to the Corporation, or any of its directors or senior officers is announced or commenced by the Securities Commissions, any other securities commission or similar regulatory authority, or the Exchange, if, in the opinion of the Agents acting reasonably, the announcement or commencement materially adversely affects the trading or distribution of the Offered Shares;
- (c) there is any change of law or the interpretation or administration thereof, including without limitation the taxation laws, if, in the opinion of the Agents acting reasonably, the change materially adversely affects the trading or distribution of the Offered Shares;
- (d) there should develop, occur, come into effect or existence or be announced any event, action, state, condition or major financial occurrence of national or international consequence or any law or regulation which in the opinion of the Agents, acting reasonably, materially adversely affects, or involves, or will materially adversely affect or involve, the financial markets, the commodity markets or the business or affairs of the Corporation, or the state of the financial markets is such that in the reasonable opinion of the Agents the Offered Shares cannot be profitably marketed;
- (e) there should occur or be discovered any material change, change of a material fact, occurrence or event of the nature referred to in subparagraph 4(a) which, in the opinion of the Agents, acting reasonably, would reasonably be expected to have a material adverse effect on the market price or value of the Offered Shares;
- (f) the Corporation shall be in breach of, default under or non-compliance with any material representation, warranty, term or condition of this Agreement or the other Material Agreements; or
- (g) as a result of investigations after the effective date hereof, the Agents determine that there exists any fact, information or circumstances not generally disclosed to the public by the Corporation, at the date hereof, which would have, in the opinion of the Agents acting reasonably, a material adverse effect on the market price or value of the Offered Shares.

13. Continuation of Termination Right

The Agents may exercise any or all of the rights provided for in paragraphs 7, 11 or 12 up to the Closing Time notwithstanding any material change, change, event or state of facts and notwithstanding any act or thing taken or done by the Agents or any inaction by the Agents, whether before or after the occurrence of any material change, change, event or state of facts including, without limitation, any act of the Agents related to the Offering or continued Offering of the Common Shares for sale and the Agents shall only be considered to have waived or be estopped from exercising or relying upon any of its rights under or pursuant to paragraphs 7, 11 or 12 if such waiver or estoppel is in writing and specifically waives or estops such exercise or reliance.

14. Exercise of Termination Right

Any termination pursuant to the terms of this Agreement shall be effected by notice in writing delivered to the Corporation, provided that no termination shall discharge or otherwise affect any obligations of the Corporation under paragraphs 9, 10, 14, 15, 16, 17 or 18. The rights of the Agents to terminate their obligations hereunder are in addition to, and without prejudice to, any other remedies they may have.

15. Survival

All representations, warranties, terms and conditions herein or contained in certificates or documents submitted pursuant to or in connection with the transactions contemplated herein shall survive the payment by the Agents for the Common Shares, the termination of this Agreement and the distribution of the Common Shares and shall continue in full force and effect for the benefit of the Agents regardless of any investigation by or on behalf of the Agents with respect thereto.

16. Indemnity

The Corporation shall indemnify and save each of the Indemnified Persons harmless against and from all liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Common Shares), costs, damages and expenses to which any of the Indemnified Persons may be subject or which any of the Indemnified Persons may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising directly or indirectly from or in consequence of:

- (a) any information or statement contained in the Public Record (other than any information or statement relating solely to the Agents and furnished to the Corporation by the Agents in writing expressly for inclusion in the Public Record), which is or is alleged to be untrue or any omission or alleged omission to provide any information or state any fact the omission of which makes or is alleged to make any such information or statement untrue or misleading in light of the circumstances in which it was made;
- (b) any misrepresentation or alleged misrepresentation (except a misrepresentation which is based upon information relating solely to the Agents and furnished to the Corporation by the Agents in writing expressly for inclusion in the Public Record);
- (c) any prohibition or restriction on trading in the securities of the Corporation or any prohibition or restriction affecting the distribution of the Offered Shares imposed by any competent authority if such prohibition or restriction is based on any misrepresentation or alleged misrepresentation of a kind referred to in subparagraph 16(b);

- (d) any order made or any inquiry, investigation (whether formal or informal) or other proceeding commenced or threatened by any one or more competent authorities (not based upon the activities or the alleged activities of the Agents or sub-agent, if any) relating to or materially affecting the trading or distribution of the Offered Shares;
- (e) any breach of, default under or non-compliance by the Corporation with any representation, warranty, term or condition of this Agreement or the Material Agreements, any requirement of Applicable Securities Laws or any requirement; or
- (f) the exercise by any subscriber or permitted assignee of a subscriber, of any contractual, statutory or common law right of rescission or damages in connection with the purchase of the Offered Shares, including without limitation any right of rescission or damages granted pursuant to the Prospectuses, provided that this indemnity shall not apply if the rescission or damage arises out of, or is based upon a misrepresentation made by the Agents or the failure of the Agents to deliver the Prospectuses or Supplementary Material within the time required under Applicable Securities Laws.

Provided that in the event and to the extent that a court of competent jurisdiction in a final judgment from which no appeal can be made or a regulatory authority in a final ruling from which no appeal can be made shall determine that such claims, demands, actions, suits, investigations and proceedings and all losses (other than loss of profits), costs, expenses, fees, damages, obligations, payments and liabilities resulted solely from the fraud or willful misconduct of any Indemnified Person (or any such Indemnified Person's affiliates, shareholders, directors, officers, partners, employees or agents), claiming indemnity, this indemnity shall cease to apply.

The Corporation hereby waives its right to recover contribution from the Agents and any Indemnified Persons with respect to any liability of the Corporation by reason of or arising out of any misrepresentation in the Public Record, including without limitation the Prospectuses, the U.S. Placement Memorandum or the Supplementary Material provided, however, that such waiver shall not apply in respect of liability caused or incurred by reason of or arising out of: (i) any misrepresentation which is based upon information relating solely to the Agents contained in such document and furnished to the Corporation by the Agents expressly for inclusion in such document; (ii) any failure by the Agents to provide to prospective purchasers of Common Shares any document which the Corporation is required to provide to such prospective purchasers and which the Corporation has provided to the Agents; or (iii) any fraud or willful misconduct of the Agents or Indemnified Persons.

The Corporation agrees that in case any legal proceedings or investigation shall be brought against or initiated against the Corporation by any governmental commission, regulatory authority, exchange, court or other authority with respect to the offering of Common Shares hereunder and an Indemnified Person or other representative of the Agents shall be required to testify or respond to procedures designed to discover information regarding, in connection with or relating to the performance of professional services rendered to the Corporation by the Agents, the Corporation shall pay the Agents the reasonable costs (including an amount to reimburse the Indemnified Person for the time spent by its personnel in connection therewith on a per diem basis and out of pocket expenses) in connection therewith, other than any legal proceeding or investigations relating to information or statements relating solely to the Agents, and furnished to the Corporation by the Agents in writing expressly for inclusion in the Public Record.

17. Notice of Indemnity Claim

If any claim contemplated by paragraph 16 shall be asserted against any of the Indemnified Persons in respect of which indemnification is or might reasonably be considered to be provided for in such

paragraph, such Indemnified Person shall notify the Corporation as soon as reasonably practical of the nature of such claim and the Corporation shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim, provided however, that the defence shall be through legal counsel selected by the Corporation and acceptable to the Indemnified Person acting reasonably and that no admission of liability or settlement may be made by the Corporation or the Indemnified Person without the prior written consent of the other, such consent not to be unreasonably withheld. The Indemnified Person shall have the right to retain its own counsel in any proceeding relating to a claim contemplated by paragraph 16 if:

- (a) the Indemnified Person has been advised by counsel that there may be a material legal defence available to the Indemnified Person which is different from or additional to a defence available to the Corporation (in which case the Corporation shall not have the right to assume the defence of such proceedings on the Indemnified Person's behalf);
- (b) the Corporation shall not have taken the defence of such proceedings and employed counsel within ten days after notice of commencement of such proceedings; or
- (c) the employment of such counsel has been authorized by the Corporation in connection with the defence of such proceeding;

and, in any such event, the reasonable fees and expenses of such Indemnified Person's counsel shall be paid by the Corporation; provided that the Corporation shall not be obligated to pay fees and expenses of more than one separate legal firm for all Indemnified Persons, as a group.

It is the intention of the Corporation to constitute the Lead Agent as trustee for the Indemnified Persons for the purposes of paragraphs 16 and 17 and the Lead Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

18. Right of Contribution

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Agreement is due in accordance with its terms but is (in whole or in part), for any reason, held by a court to be unavailable from the Corporation, on grounds of policy or otherwise, each of the Corporation and the party or parties seeking indemnification shall contribute to the aggregate liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Offered Shares), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) to which they may be subject or which they may suffer or incur:

- (a) in such proportion as is appropriate to reflect the relative benefit received by the Corporation on the one hand and by the Agents on the other hand from the offering of the Common Shares or any part thereof; or
- (b) if the allocation provided by subparagraph (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in subparagraph (a) above but also to reflect the relative fault of the party or parties seeking indemnity, on the one hand, and the parties from whom indemnity is sought, on the other hand, in connection with the statement, omission, misrepresentation or alleged misrepresentation, order, inquiry, investigation or other matter or thing which resulted in such liabilities, claims, demands, losses, costs, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Corporation, on the one hand, and the Agents, on the other hand, shall be deemed to be in the same proportion that the total proceeds of the Offering received by the Corporation (net of fees but before deducting expenses) bear to the commission and fees received by the Agents.

The amount paid or payable by an Indemnified Person as a result of liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Offered Shares), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) referred to above shall, without limitation, include any legal or other expenses reasonably incurred by the Indemnified Person in connection with investigating or defending such liabilities, claims, demands, losses, costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof), whether or not resulting in any action, suit, proceeding or claim.

The Corporation agrees that it would not be just and equitable if contributions pursuant to this Agreement were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraphs. The rights to contribution provided in this paragraph 18 shall be in addition to, and without prejudice to, any other right to contribution which the Agents may have.

Any liability of the Agents or Indemnified Party under this paragraph 18 shall be limited to the amount actually received by the Agents pursuant to paragraph 9.

19. Notices

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

Nurosene Health Inc.
1655 Dupont Street, Suite 101
Toronto, ON M6P 3S9
Attention: Ranjit Bath
Email: [REDACTED - PERSONAL INFORMATION]

and a copy to:

DLA Piper (Canada) LLP
100 King St. W., Suite 6000
Toronto, ON M5X 1E2
Attention: Sanjay Joshi
Email: sanjay.joshi@dlapiper.com

and in the case of notice to be given to the Agents, addressed to:

Canaccord Genuity Corp.
Suite 2400, 520 - 3rd Avenue SW
Calgary, AB T2P 0R3
Attention: Jeff German
Email: [REDACTED - PERSONAL INFORMATION]

Beacon Securities Limited
66 Wellington Street West, Suite 4050
Toronto, ON M5K 1H1
Attention: Justin Gilman

Email: [REDACTED - PERSONAL INFORMATION]

and a copy to: Burstall LLP
 Barristers and Solicitors
 1600, 333 - 7th Avenue SW
 Calgary, AB T2P 2Z2
 Attention: V. E. Dale Burstall
 Email: dale@burstall.com

or to such other address as the party may designate by notice given to the others. Each communication shall be personally delivered to the addressee or sent by email to the addressee, and:

- (a) a communication which is personally delivered shall, if delivered before 4:30 p.m. (local time) on a business day, be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first business day following the day on which it is delivered; and
- (b) a communication which is sent by email transmission shall, if sent on a business day before 4:30 p.m. (local time), be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first business day following the day on which it is sent.

20. Obligations of the Agents

The Corporation: (i) acknowledges and agrees that the Agents have certain statutory obligations as registrants under the Applicable Securities Laws and have fiduciary relationships with their clients; and (ii) consents to the Agents acting hereunder while continuing to act for their clients. To the extent that the Agents' statutory obligations as registrants under Applicable Securities Laws or fiduciary relationships with their clients' conflicts with their obligations hereunder, the Agents shall be entitled to fulfill their statutory obligations as registrants under Applicable Securities Laws and their duties to their clients. Nothing in this Agreement shall be interpreted to prevent the Agents from fulfilling their statutory obligations as registrants under Applicable Securities Laws or to act as fiduciaries of their clients.

21. Severance

If one or more of the 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

22. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the Agents and the Corporation irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to all matters arising out of this Agreement and the transactions contemplated herein.

23. Time of the Essence

Time shall be of the essence of this Agreement.

24. Counterpart Execution

This Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. The parties hereto shall be entitled to rely on delivery of an electronic copy of this executed Agreement by email and such electronic copy shall be legally effective to create a valid and binding agreement.

25. Entire Agreement

It is understood that the terms and conditions of this Agreement supersede any previous verbal or written agreement between the Agents and the Corporation with respect to the issuance of the Securities by the Corporation.

[remainder of page intentionally left blank]

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing the enclosed copies of this letter at the place indicated and returning same to PI Financial Corp.

CANACCORD GENUITY CORP.

Per: (s) "Jeff German"
Jeff German
Director, Retail Corporate Finance

BEACON SECURITIES LIMITED

Per: (s) "Justin Gilman"
Justin Gilman
Director, Investment Banking

ACCEPTED AND AGREED as of the date of this Agreement.

NUROSENE HEALTH INC.

Per: (s) "Ranjit Bath"
Ranjit Bath
Chief Executive Officer

SCHEDULE "A"

To an Agreement dated May 20, 2021 among Nurosene Health Inc. (the "**Corporation**"), Canaccord Genuity Corp. ("**Canaccord**" or the "**Lead Agent**") and Beacon Securities Limited ("**Beacon**" and together with Canaccord, the "**Agents**")

**THE AGENTS' WARRANTS REPRESENTED BY THIS CERTIFICATE
WILL BE VOID AND OF NO VALUE IF NOT EXERCISED
PRIOR TO 4:30 P.M. (TORONTO TIME) ON THE DATE THAT IS
TWENTY-FOUR (24) MONTHS FROM THE LISTING DATE**

AGENTS' WARRANT CERTIFICATE

NUROSENE HEALTH INC.

(Existing under the *Business Corporations Act* (British Columbia))

AGENTS' WARRANT
CERTIFICATE NO.

•

• AGENTS' WARRANTS entitling the holder to acquire, subject to adjustment, one (1) Common Share for each whole Agents' Warrant represented hereby.

THIS IS TO CERTIFY THAT • (the "**Warrantholder**") is entitled to acquire, for each Agents' Warrant represented hereby, in the manner and subject to the restrictions and adjustments set forth in the "Terms and Conditions of Agents' Warrants of Nurosene Health Inc." appended as a Schedule hereto and forming a part hereof, at any time and from time to time until 4:30 p.m. (Toronto time) on the date that is twenty-four (24) months from the Listing Date, one (1) fully paid and non-assessable common share ("**Common Share**") in the capital of Nurosene Health Inc. (the "**Corporation**") on payment to the Corporation of \$0.90 per Common Share.

The Agents' Warrants represented by this certificate may only be exercised at the head office of the Corporation from time to time in Toronto, Ontario (being 1655 Dupont Street, Suite 101, Toronto, Ontario M6P 3S9 as at the date hereof), upon surrender of this certificate with the Subscription Form on the reverse side hereof (or a separate notice in substantially the same form) duly completed and executed, and cash or a certified cheque or bank draft payable to or to the order of the Corporation, at par in Toronto, Ontario in immediately available funds, for the full purchase price of the Common Shares so subscribed for.

The Agents' Warrants represented by this certificate are subject to the "Terms and Conditions of Agents' Warrants of Nurosene Health Inc." appended as a Schedule hereto and forming a part hereof.

[Signature page follows.]

IN WITNESS WHEREOF the Corporation has caused this certificate to be executed by a duly authorized director or officer.

DATED for reference this ● day of ●, 2021.

NUROSENE HEALTH INC.

Per: _____

Ranjit Bath
Chief Executive Officer

*The Agents' Warrants represented hereby cannot be transferred
or otherwise disposed of by the holder to any person whatsoever.*

***IMPORTANT: SEE "TERMS AND CONDITIONS OF AGENT'S WARRANTS OF
NUROSENE HEALTH INC." APPENDED AS A SCHEDULE HERETO***

SUBSCRIPTION FORM

TO: NUROSENE HEALTH INC.

The undersigned holder of the within Agents' Warrants hereby irrevocably subscribes for _____ Common Shares (or such adjusted number of Common Shares or other securities to which such subscription entitles the undersigned in lieu thereof) in accordance with and subject to the provisions of this Agents' Warrant Certificate at the subscription price of \$0.90 per Common Share for each one (1) Agents' Warrant exercised hereby, and encloses herewith cash or a certified cheque or bank draft payable to or to the order of Nurosene Health Inc. for the full subscription price for the Common Shares so subscribed for.

The Common Shares subscribed for are to be issued as follows:

Name: _____

Address in full: _____

Daytime Telephone Number: _____

Note: If further nominees are intended, please attach (and initial) a schedule providing these particulars.

DATED this _____ day of _____, 20__.

Signature Guaranteed

Signature of Warrantholder (to be the same as the name that appears on the face of this Agents' Warrant Certificate)

Name of Warrantholder (please print)

Address of Warrantholder (please print)

Instructions:

If the Subscription Form indicates that Common Shares are to be issued to a person or persons other than the registered holder of the Agents' Warrant Certificate, the signature of such Warrantholder on the Subscription Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange, and the Warrantholder must pay any applicable transfer taxes or fees.

If the Subscription Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a judiciary or representative capacity, the Agents' Warrant Certificate must be accompanied by evidence of authority to sign satisfactory to the Corporation.

THE AGENT'S WARRANTS REPRESENTED HEREBY CANNOT BE TRANSFERRED OR OTHERWISE DISPOSED OF BY THE HOLDER TO ANY PERSON WHATSOEVER.

SCHEDULE TO AGENT'S WARRANT CERTIFICATE
TERMS AND CONDITIONS OF AGENTS' WARRANTS
OF NUROSENE HEALTH INC.

Terms and Conditions attached to the Agents' Warrants issued by Nurosene Health Inc. and dated for reference ●, 2021.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

- (a) "**Agency Agreement**" means the agency agreement among the Corporation, Canaccord and Beacon dated May 20, 2021;
- (b) "**Agents' Warrant Certificate**" means the certificate to which these Terms and Conditions are attached and of which these Terms and Conditions form a part;
- (c) "**Agents' Warrants**" means the warrants to acquire the Common Shares evidenced by the Agents' Warrant Certificate;
- (d) "**Business Day**" means a day other than a Saturday, Sunday or any day on which banks are not open for business in Toronto, Ontario;
- (e) "**Common Shares**" means the common shares in the capital of the Corporation as such shares existed on the Listing Date, subject to adjustment as provided herein;
- (f) "**Corporation**" means Nurosene Health Inc. and its successors;
- (g) "**dividends paid in the ordinary course**" means any dividends, whether in cash, in securities of the Corporation, in specie, in kind or otherwise in property or other assets, declared payable or paid on the Common Shares in any fiscal year of the Corporation to the extent that the aggregate of such cash dividends or the fair market value thereof, as bona fide determined by the directors of the Corporation, of such dividends in securities, in specie, in kind or otherwise in property or other assets declared and payable or paid from the beginning of the fiscal year of the Corporation in which such dividend is declared to the date of such declaration of such dividend, including in such calculation the dividend in question, does not exceed the retained earnings of the Corporation as at the date of declaration of such dividends;
- (h) "**Exchange**" means, if the Common Shares are listed on a stock exchange, that stock exchange, and if the Common Shares are listed on more than one stock exchange, the senior stock exchange on which the Common Shares are listed;
- (i) "**Exercise Price**" means the price of \$0.90 per Common Share, expressed in lawful money of Canada, or such lesser price as may be determined in accordance with Section 5.2 subject to adjustment as provided herein;

- (j) "**Expiry Time**" means 4:30 p.m. (Toronto time) on the date that is 24 months from the Listing Date or such other time as may be determined in accordance with Section 5.2;
- (k) "**Fair Value per Share**" means: (i) if the Common Shares are listed on a stock exchange, the volume weighted average trading price per Common Share for the twenty (20) trading days on the Exchange immediately preceding the date on which the value of a Common Share is assessed for the purposes hereof; and (ii) if the Common Shares are not listed on a stock exchange, the fair market value of a Common Share, as determined by the directors of the Corporation acting reasonably and in good faith, which determination shall be conclusive for all purposes of this Agents' Warrant Certificate;
- (l) "**herein**", "**hereby**" and similar expressions refer to these Terms and Conditions, as the same may be amended or modified from time to time; and the expression "Article", "Section" and "subsection" followed by a number refer to the specified Article, Section or subsection of these Terms and Conditions;
- (m) "**Listing Date**" shall have the meaning set out in the Agency Agreement;
- (n) "**person**" includes an individual, corporation, partnership, trustee or any unincorporated organization and words importing persons include individuals, corporations, partnerships, trustees and unincorporated organizations;
- (o) "**Purchase Price**" shall mean, for any exercise of Agents' Warrants, the aggregate consideration payable to the Corporation by the Warrantholder pursuant to Section 2.1 hereof, in an amount equal to the product of the Exercise Price applicable as at the date of exercise multiplied by the number of Agents' Warrants so exercised at such time;

words importing the singular number include the plural and *vice versa* and words importing the masculine gender include the feminine and neuter genders. Capitalized terms not otherwise defined herein shall have the meaning set out in the Agency Agreement.

1.2 Interpretation Not Affected by Headings

The division of these Terms and Conditions into Articles, Sections and subsections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Applicable Law

These Terms and Conditions shall be construed in accordance with and the rights and obligations of the Warrantholder and the Corporation hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. The Corporation and the Warrantholder attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

ARTICLE 2

EXERCISE OF AGENT'S WARRANTS

2.1 Method of Exercise

The right to subscribe for and purchase Common Shares hereunder may be exercised, prior to the Expiry Time, by the Warrantholder delivering to the Corporation at its principal office: (i) the Agents' Warrant Certificate with the subscription form printed on the reverse side thereof (or a separate notice in substantially the same form) duly completed and executed; and (ii) cash or a certified cheque or bank draft payable to or to the order of the Corporation, at par in Toronto, Ontario in immediately available funds, for the full amount of the Purchase Price, in lawful money of Canada. The Agents' Warrant Certificate and payment shall be deemed to be delivered only upon actual receipt of same by the Corporation.

2.2 Effect of Exercise

Upon delivery and payment as set forth in Section 2.1 above, the Common Shares subscribed for shall be issued as fully paid and non-assessable shares in the capital of the Corporation and the Warrantholder will become the holder of record of the Common Shares, effective as of the date of such delivery and payment, and within three (3) Business Days thereafter the Corporation will cause certificate(s) for the Common Shares purchased to be mailed to the Warrantholder, at the address set forth in the delivery instructions provided by the Warrantholder in the subscription form printed on the reverse side of the Agents' Warrant Certificate (or a separate notice in substantially the same form), or otherwise delivered to or to the order of the Warrantholder.

2.3 Partial Exercise

The Warrantholder may subscribe for and purchase a number of Common Shares that is less than the total number of Common Shares that the Warrantholder is entitled to subscribe for and purchase hereunder, in which event the Corporation shall cause a certificate representing the balance of the Agents' Warrants not exercised by the Warrantholder to be mailed to the Warrantholder at the address set forth in the delivery instructions provided by the Warrantholder in the subscription form printed on the reverse side of the Agents' Warrant Certificate (or a separate notice in substantially the same form), or otherwise delivered to or to the order of the Warrantholder.

2.4 Expiration

At the Expiry Time, all rights hereunder shall wholly cease and terminate and the Agents' Warrants shall be void and of no effect whatsoever.

2.5 Fractional Interests

The Corporation shall not be required to issue fractional Common Shares on the exercise of any Agents' Warrants. If more than one Agents' Warrant shall be presented by the Warrantholder for exercise at the same time, the number of full Common Shares issuable upon the exercise thereof will be computed on the basis of the aggregate number of Common Shares purchasable on exercise of the Agents' Warrants so presented. If any fraction of a Common Share would, except for the provisions of this Section 2.5, be issuable on the exercise of any Agents' Warrants, such fraction shall be deemed to be surrendered to the Corporation and cancelled without any payment therefor to the Warrantholder.

**ARTICLE 3
GENERAL****3.1 Reservation of Sufficient Common Shares**

For so long as the Agents' Warrants remain outstanding, the Corporation shall reserve and keep available for issue upon the exercise of the Agents' Warrants such number of authorized but unissued Common Shares in the capital of the Corporation as will be required to satisfy in full the rights of the Warrantholder pursuant to the Agents' Warrants to subscribe for and purchase Common Shares from the Corporation.

3.2 Additional Securities

Nothing contained herein shall be construed as preventing the Corporation from making any distribution of or otherwise issuing to any person, at any time and from time to time, additional Common Shares or securities convertible into Common Shares for such consideration and on such terms as may be approved by the board of directors of the Corporation in its sole discretion.

3.3 Lost, Stolen, Destroyed or Mutilated Agents' Warrant Certificates

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of any Agents' Warrant Certificate and, in the case of loss, theft or destruction, upon receipt of indemnity or security in an amount and form satisfactory to the Corporation, or, in the case of mutilation, upon surrender and cancellation of such Agents' Warrant Certificate, the Corporation will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Agents' Warrant Certificate, a new Agents' Warrant Certificate of like tenor and representing the same number of Agents' Warrants. The Warrantholder shall pay the reasonable charges of the Corporation in connection with any such replacement.

3.4 Warrantholder Not a Shareholder

The Agents' Warrants represented hereby shall not constitute the Warrantholder a shareholder of the Corporation, nor entitle the Warrantholder to any right or interest (including, without limitation, any voting rights or rights to receive dividends or other distributions) as a shareholder of the Corporation. For greater certainty, the Agents' Warrants represented hereby shall not entitle the Warrantholder to any voting rights whatsoever in the affairs of the Corporation.

3.5 Notice to Regulatory Authorities

The Corporation may give notice of the issuance of any Common Shares pursuant to the exercise of Agents' Warrants, in such detail as may be required, to any stock exchange, securities commission or similar regulatory authority in Canada having jurisdiction in respect of such issuance.

3.6 Legends

If, at the time of the exercise of the Agents' Warrants, the Common Shares acquired thereby are subject to trading restrictions under applicable securities legislation, the Corporation may, on the advice of counsel, endorse the certificates representing such Common Shares to such effect.

3.7 Transfer Taxes

The Corporation shall pay any and all transfer taxes (if any) that may be payable in respect of the issuance or delivery of Common Shares upon the exercise of the Agents' Warrants; *provided, however, that* the Corporation shall not be required to pay any such tax or taxes that may be payable in respect of the issuance or delivery of any certificates for Common Shares issued upon the exercise of the Agents' Warrants in the name of a person or persons other than the Warrantholder.

ARTICLE 4 ADJUSTMENTS

4.1 Adjustment of Subscription Rights

- (a) The Exercise Price and the number of Common Shares purchasable upon the exercise of an Agents' Warrant shall be subject to adjustment from time to time as set forth in this Article 4 with respect to any fact or event described herein occurring after the Listing Date but prior to the Expiry Time. The adjustments provided for in this Article 4 are cumulative. Notwithstanding anything contained in this Article 4, any adjustment made pursuant to any provision of this Article 4 shall be made without duplication of an adjustment otherwise required by and made pursuant to another provision of this Article 4 on account of the same facts or events.
- (b) After any adjustment pursuant to this Article 4, the term "Common Shares" where used in this Agents' Warrant Certificate shall, unless the context requires otherwise, be interpreted to mean securities or other property that, as a result of all prior adjustments pursuant to this Article 4, the Warrantholder is entitled to receive upon the exercise of an Agents' Warrant, and the number of Common Share indicated in any subscription made pursuant to the exercise of Agents' Warrants shall be interpreted to mean the number of such securities or other property which, as a result of all prior adjustments pursuant to this Section, the Warrantholder is entitled to receive upon the exercise of Agents' Warrants entitling the holder thereof to subscribe for and purchase the number of Common Shares so indicated.

4.2 Stock Dividends, Subdivisions or Consolidations

- (a) If and whenever at any time after the Listing Date but prior to the Expiry Time, the Corporation shall: (i) subdivide, redivide or change its outstanding Common Shares into a greater number of shares; (ii) reduce, combine or consolidate its outstanding Common Shares into a smaller number of shares; or (iii) issue Common Shares or securities convertible into or exchangeable for Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend other than a dividend paid in the ordinary course, then the Exercise Price in effect on the effective date of such subdivision, redivision, change, reduction, combination or consolidation or on the record date for such issue of Common Shares or securities convertible or exchangeable into Common Shares by way of a stock dividend, as the case may be, shall be adjusted immediately after such effective date or record date, as the case may be, so that it shall equal the price determined by multiplying the Exercise Price in effect on such date by a fraction of which the numerator shall be the total number of Common Shares outstanding immediately prior to such date and the denominator shall be the total number of Common Shares outstanding immediately after such date (including, in the case where securities convertible into or exchangeable for Common Shares are issued, the number of Common Shares that would have been outstanding had such securities been converted into or exchanged for Common Shares on such record date).

- (b) Any issue of Common Shares by way of a stock dividend as contemplated in this Section 4.2 shall be deemed to have been made on the record date for the stock dividend for the purpose of calculating the number of outstanding Common Shares, or securities convertible into Common Shares, under Sections 4.2, 4.3 and 4.4. To the extent that any securities convertible into or exchangeable for Common Shares are not converted into or exchanged for Common Shares prior to the expiration of the conversion or exchange right, the Exercise Price shall be readjusted effective as at the date of such expiration to the Exercise Price that would then be in effect based upon the number of Common Shares actually issued on the exercise of such conversion or exchange right.
- (c) Upon any adjustment of the Exercise Price pursuant to Section 4.2, the number of Common Shares purchasable under each Agents' Warrant shall contemporaneously be adjusted by multiplying the number of Common Shares theretofore purchasable on the exercise thereof by a fraction of which the numerator shall be the Exercise Price in effect immediately prior to such adjustment and the denominator shall be the Exercise Price resulting from such adjustment.

4.3 Rights Offerings

If and whenever at any time after the Listing Date but prior to the Expiry Time, the Corporation shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of its outstanding Common Shares entitling them, for a period expiring not more than forty-five (45) days after such record date, to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at a price per share (or having a conversion or exchange price per share) less than 95% of the Fair Value per Share on such record date, the Exercise Price in effect on such record date shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number arrived at by dividing the aggregate price of the total number of additional Common Shares offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible securities so offered) by such Fair Value per Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares offered for subscription or purchase (or into which the convertible securities so offered are convertible or exchangeable). Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. To the extent that any such rights, options or warrants are not so issued or any such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect if such record date had not been fixed or to the Exercise Price that would then be in effect based upon the number and aggregate price of Common Shares (or securities convertible into or exchangeable for Common Shares) actually issued upon the exercise of such rights, options or warrants, as the case may be.

4.4 Other Distributions

If and whenever at any time after the Listing Date but prior to the Expiry Time, the Corporation shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Common Shares of: (i) shares of any class other than Common Shares (or other securities convertible into or exchangeable for Common Shares); (ii) rights, options or warrants (excluding rights, options or warrants referred to in Section 4.3, or rights, options or warrants referred to in Section 4.3 but exercisable at a price per share (or having a conversion or exchange price per share) that is at least 95% of the Fair Value per Share); (iii) evidences of its indebtedness; or (iv) assets (excluding assets distributed as dividends paid in the ordinary course or in the event of the liquidation, dissolution or winding-up of the Corporation); then, in each such case, the Exercise Price in effect on such record date shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such

record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Fair Value per Share on such record date, less the aggregate fair market value (as determined by the directors of the Corporation acting reasonably and in good faith, which determination shall be conclusive) of such shares or rights, options or warrants or evidences of indebtedness or assets so distributed, and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by the Fair Value per Share. Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. To the extent that such distribution is not so made, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect based upon such shares or rights, options or warrants or evidences of indebtedness or assets actually distributed, as the case may be.

4.5 Reorganizations

If and whenever at any time after the Listing Date but prior to the Expiry Time, there is a reclassification of the Common Shares or a capital reorganization of the Corporation other than as described in Section 4.2 or a consolidation, amalgamation, arrangement, merger or other reorganization of the Corporation with or into any other body corporate, trust, partnership or other entity, or a sale or conveyance of the property and assets of the Corporation as an entirety or substantially as an entirety to any other body corporate, trust, partnership or other entity (any such event being hereinafter referred to as a "Reorganization"), the Warrantholder shall be entitled, for each Agents' Warrant still held at the effective date of the Reorganization, upon the exercise of such Agents' Warrant after the effective time, to receive, and shall thereupon be obligated to accept in lieu of the number of Common Shares then subscribed for by him but for the same aggregate consideration payable therefor, the number of shares or other securities of property of the Corporation or of the body corporate, trust, partnership or other entity resulting from such merger, amalgamation or consolidation, or to which such sale or conveyance may be made, as the case may be, that such Warrantholder would have been entitled to receive on the Reorganization if, on the record date or the effective date thereof, as the case may be, the Warrantholder had been the registered holder of the number of Common Shares so subscribed for. To give effect to or to evidence the provisions of this Section 4.5, the Corporation shall or shall impose upon its successor or such purchasing body corporate, partnership, trust or other entity, as the case may be, prior to or contemporaneously with any such Reorganization, an agreement or undertaking that provides, to the extent possible, for the application of the provisions of this Section 4.5 with respect to the rights and interests thereafter of the Warrantholder to the end that the provisions set forth in this Agents' Warrant shall thereafter correspondingly be made applicable, as nearly as may reasonably be, with respect to any shares, other securities or property to which the Warrantholder is entitled on the exercise of his purchase rights thereafter. Any agreement or undertaking entered into between the Corporation, any successor to the Corporation or such purchasing body corporate, partnership, trust or other entity shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Article 4 and which shall apply to successive Reorganizations.

4.6 Exception

Notwithstanding anything contained herein, no adjustment in the number of Common Shares purchasable upon the exercise of an Agents' Warrant, or the Exercise Price thereof, shall be made in respect of any event or circumstance described in this Article 4 if the Warrantholder is entitled to participate in such event on the same terms, *mutatis mutandis*, as if the Warrantholder had exercised his Agents' Warrants on or before the effective date or record date of such event or circumstance.

4.7 Abandonment or Deferral

- (a) If the Corporation sets a record date as at which the holders of Common Shares are to be determined for the purposes of an event in respect of which an adjustment in the number of Common Shares

purchasable upon the exercise of an Agents' Warrant, or the Exercise Price thereof, is required to be made under Article 4 but legally abandons the event prior to completion thereof, then no adjustment in such number of Common Shares or the Exercise Price thereof shall be required by reason of the setting of such record date.

- (b) In any case where Article 4 requires that an adjustment in the number of Common Shares purchasable upon the exercise of an Agents' Warrant, or the Exercise Price thereof, be made effective immediately after a record date for a specified event, the Corporation may elect to defer, until after the occurrence of the event, the issuance to the holder of any Agents' Warrant exercised after the record date, of the Common Shares issuable upon the exercise of the Agents' Warrant that are in excess of the Common Shares that the Warrantheader would thereupon be entitled to receive in the absence of the specified event; *provided, however*, that the Corporation shall deliver to the holder an appropriate instrument evidencing the holder's right to receive such additional Common Shares if and when the event requiring such adjustment in fact occurs.

4.8 Minimum Adjustment

No adjustment in the number of Common Shares purchasable upon the exercise of an Agents' Warrant shall be required under this Article 4 unless the adjustment would require an increase or decrease of at least one percent (1%) in such number of Common Shares; *provided, however, that* any adjustments which by reason of this Section 4.8 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations made in this regard shall be made to the nearest one-tenth of a share.

4.9 No Adjustments for Other Transactions or Events

For greater certainty, and notwithstanding anything contained herein, no adjustment to the terms of the Agents' Warrants shall be required under this Article 4 in the event of any one or more of the following:

- (a) the granting by the Corporation of options or other rights under any stock option plan, stock purchase plan, phantom stock plan, stock appreciation rights plan, or other deferred, share or incentive compensation plan to officers, directors, employees or consultants of the Corporation or its affiliates;
- (b) the issue by the Corporation of any Common Shares or other securities of the Corporation for valuable consideration to any persons other than as specifically provided for in this Article 4 (including without limitation the issue of Common Shares upon the exercise or conversion of any securities of the Corporation outstanding as at the date hereof that are exercisable or convertible into Common Shares); or
- (c) the declaration or payment of any dividends on the Common Shares other than as specifically provided for in this Article 4.

4.10 Notice of Adjustment Events

- (a) For so long as any Agents' Warrants remain outstanding, the Corporation will give notice to the Warrantheader of its intention to fix a record date or closing date, as the case may be, for any event referred to in Sections 4.2, 4.3 or 4.4 (other than a subdivision, redivision, change in number, reduction, combination or consolidation of its Common Shares) that gives rise or is reasonably expected to give rise to an adjustment pursuant to this Article 4, or its intention to take any action described in Section 4.5. The notice shall specify the particulars of such event and the record date

and/or the effective date therefor; *provided, however*, that the Corporation shall only be required to specify in such notice the particulars that have been fixed and determined on the date on which the notice is given. The notice shall be given in each case not less than fourteen (14) days prior to the applicable record date, closing date or effective date.

- (b) The Corporation will, within a reasonable time after the occurrence of any event that requires an adjustment pursuant to this Article 4, give notice to the Warrantholder specifying the nature of the event and the required adjustment; provided, however, that if the Corporation has given notice under paragraph (a) above and that notice discloses the relevant facts in respect of such event, no notice is required to be given under this paragraph (b).
- (c) Notwithstanding paragraphs (a) and (b) above, any failure or delay by the Corporation in giving the notice contemplated thereunder shall in no way impair, compromise or invalidate the effectiveness of the event or adjustment.

4.11 Determination of Adjustments

Any determinations shall be made by the Corporation's auditors or, if the Corporation's auditors are unable or unwilling to make the determination, by any other firm of Chartered Accountants in Toronto, Ontario that the Corporation may select and is qualified under applicable laws to audit the financial records of public companies in Canada. Adjustments required under this Article 4 shall be conclusive, and such firm shall have access to all appropriate records. Any such determination made by the Corporation's auditors or, if applicable, the other firm of Chartered Accountants shall be binding on the Corporation and the Warrantholder.

ARTICLE 5 AMENDMENTS

5.1 Amendments Generally

Subject to Section 5.2, the terms of the Agents' Warrants represented by the Agents' Warrant Certificate may be amended, and the observance of any term thereof may be waived, only by a written instrument signed by the Corporation and the Warrantholder. Any such amendment shall be subject to receipt by the Corporation of all required approvals (if any) from any stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities.

5.2 Reduction in Exercise Price; Extension of Expiry Time

Subject to applicable securities legislation and receipt by the Corporation of all required approvals (if any) from any stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities, the Corporation may, at its option, at any time during the term of the Agents' Warrants, reduce the then current Exercise Price to any amount or extend the Expiry Time to such time as the board of the directors of the Corporation may consider appropriate.

ARTICLE 6 NOTICES

6.1 Notice to Corporation

Any notice to the Corporation under the provisions of this Agents' Warrant Certificate shall be valid and effective if personally delivered or given by email or prepaid mail, addressed to the Corporation at 1655

Dupont Street, Suite 101, Toronto, Ontario M6P 3S9, Email: ranj@nurosene.com, Attention: Chief Executive Officer, and shall be deemed to have been effectively given on the day following the date of delivery or the date of email (provided it is so received before 4:30 pm (Toronto time) on a Business Day, failing which it will be deemed to have been effectively given on the next following Business Day), or if mailed, seven (7) Business Days after actual posting of the notice. The Corporation may from time to time give the Warrantholder written notice of a change of address, which new address shall thereafter, until changed by another notice, be the address of the Corporation for all purposes of this Agents' Warrant Certificate.

6.2 Notice to Warrantholder

Any notice to the Warrantholder under the provisions of this Agents' Warrant Certificate shall be valid and effective if personally delivered or given by email or prepaid mail, addressed to the Warrantholder at the address appearing in the securities register of the Corporation, and shall be deemed to have been effectively given on the day following the date of delivery or the date of email (provided it is so received before 4:30 pm (Toronto time) on a Business Day, failing which it will be deemed to have been effectively given on the next following Business Day), or if mailed, seven (7) Business Days after actual posting of the notice.

SCHEDULE "B"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agency Agreement to which this Schedule "B" is annexed.

The following terms shall have the meanings indicated:

- (a) "**Agents' Securities**" means the Agents' Warrants and Agents' Warrant Shares;
- (b) "**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "B", it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Shares;
- (c) "**Foreign Issuer**" means "foreign issuer" as defined in Rule 902(e) of Regulation S;
- (d) "**General Solicitation**" or "**General Advertising**" means "general solicitation" or "general advertising", as those terms are used under Rule 502(c) of Regulation D. Without limiting the foregoing, but for greater clarity in this Schedule "B", general solicitation or general advertising includes, but is not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or on the internet, or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (e) "**Offshore Transaction**" means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;
- (f) "**Qualified Institutional Buyer Letter**" means the Qualified Institutional Buyer Letter attached as Exhibit I to the U.S. Placement Memorandum;
- (g) "**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;
- (h) "**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;
- (i) "**SEC**" means the United States Securities and Exchange Commission;
- (j) "**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;
- (k) "**U.S. Subscription Agreement**" means the Subscription Agreement attached as Exhibit II to the U.S. Placement Memorandum;
- (l) "**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, including the rules and regulations adopted by the SEC thereunder;
- (m) "**U.S. Person**" means a "U.S. person" as such term is defined in Rule 902(k) of Regulation S; and
- (n) "**U.S. Purchaser**" means any purchaser of Offered Shares in the United States, or any person offered the Offered Shares in the United States, or that was in the United States when the buy order

was made or when the Subscription Agreement, including the U.S. Subscription Agreement or Qualified Institutional Buyer Letter, as applicable, pursuant to which it is acquiring Offered Shares, was executed or delivered.

Representations, Warranties and Covenants of the Agents

The Agents (on behalf of themselves and on behalf of their U.S. Affiliates) acknowledge that the Offered Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Offered Shares may not be offered or sold in the United States except in accordance with applicable exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws.

Each Agent, on behalf of itself and its U.S. Affiliate, if applicable, represents, warrants, covenants and agrees to and with the Corporation severally, but not jointly, as at the date hereof and as at the Closing Date, that:

1. It has not offered for sale by the Corporation, and will not offer for sale by the Corporation, any Offered Shares except (a) in Offshore Transactions to persons who are not in the United States in compliance with Rule 903 of Regulation S, or (b) offers in the United States to persons that are U.S. Accredited Investors or Qualified Institutional Buyers, as applicable, for sale directly by the Corporation in compliance with the exemption afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws and as provided in paragraphs 2 through 14 below. Accordingly, none of the Agent, its affiliates (including its U.S. Affiliate) or any person acting on any of their behalf, has made or will make (except as permitted herein): (i) any offer to sell, or any solicitation of an offer to buy, any Offered Shares in the United States, (ii) any sale of Offered Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or the Agent, its affiliates (including its U.S. Affiliate) or any person acting on any of their behalf, reasonably believed that such purchaser was outside the United States, or (iii) any Directed Selling Efforts.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Shares except with its U.S. Affiliate, any selling group member or with the prior written consent of the Corporation. The Agent shall require the U.S. Affiliate to agree, and each selling group member to agree, for the benefit of the Corporation, to comply with, and shall use its commercially reasonable efforts to ensure that the U.S. Affiliate and each selling group member complies with, the same provisions of this Schedule "B" as apply to the Agent as if such provisions applied to the U.S. Affiliate and such selling group member.

3. All offers of Offered Shares by the Agent through the U.S. Affiliate for sale by the Corporation that have been or will be made by it in the United States, have been or will be made through the U.S. Affiliate in compliance with all applicable U.S. federal and state broker-dealer requirements. The U.S. Affiliate is duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales were or will be made (unless exempted from the respective state's broker-dealer registration requirements), and a member in good standing with the Financial Industry Regulatory Authority, Inc.

4. None of it, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf has utilized, and none of such persons will utilize, any form of General Solicitation or General Advertising in connection with the offer of the Offered Shares by the Agent through its U.S. Affiliate for sale by the Corporation in the United States, or has offered or will offer any Offered Shares in the United States in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

5. Immediately prior to making offers in the United States, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf had reasonable grounds to believe and did believe that each such offeree was a U.S. Accredited Investor or Qualified Institutional Buyer, as applicable, in either case with respect to which the Agent or its affiliates (including its U.S. Affiliate) had a pre-existing business relationship; and at the time of completion of each sale to a U.S. Purchaser, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf will have reasonable grounds to believe and will believe, that each such U.S. Purchaser is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable.

6. All offerees of the Offered Shares solicited by it in the United States shall be informed that the Offered Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and that the Offered Shares are being offered and sold to such persons pursuant to the exemption afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, and similar exemptions under applicable state securities laws.

7. It agrees to deliver, through the U.S. Affiliate, to each offeree in the United States to whom it offers or from whom it solicits any offer to buy the Offered Shares the U.S. Placement Memorandum. No other written material will be used in connection with the offer or sale of the Offered Shares in the United States.

8. Prior to the completion of any sale of Offered Shares to a U.S. Purchaser, each such U.S. Purchaser will be required to provide to the Agent, or its U.S. Affiliate, a completed and executed U.S. Subscription Agreement attached to the U.S. Placement Memorandum as Exhibit II for U.S. Accredited Investors or the Qualified Institutional Buyer Letter attached to the U.S. Placement Memorandum as Exhibit I for Qualified Institutional Buyers. The Agent shall provide the Corporation with copies of all such completed and executed U.S. Subscription Agreements and Qualified Institutional Buyer Letters, for acceptance by the Corporation.

9. None of (i) the Agent or the U.S. Affiliate, (ii) the Agent's or U.S. Affiliate's general partners or managing members, (iii) any of the Agent's or U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Offered Shares, (iv) any of the Agent's or U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Offered Shares or (v) any other person associated with any of the above persons, including any selling group member and any such persons related to such selling group member, that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of the Offered Shares (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under Regulation D (a "**Disqualification Event**") except for a Disqualification Event contemplated by Rule 506(d)(2) of the U.S. Securities Act and a description of which has been furnished in writing to the Corporation prior to the date hereof. It will notify the Corporation in writing, prior to the Closing Date of (a) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Corporation hereunder, and (b) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person.

10. The Agent represents that it is not aware of any person (other than any Dealer Covered Persons) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of any Offered Shares.

11. At least two (2) Business Days prior to the Closing Date, it will provide the Corporation with a list of all U.S. Purchasers.

12. At the Closing, the Agent will, together with the U.S. Affiliate, provide a certificate, substantially in the form of Annex I to this Schedule "B", relating to the manner of the offer and sale of the Offered Shares in the United States, or will be deemed to have represented that they did not offer or sell any Offered Shares in the United States.

13. None of it, any of its affiliates (including, the U.S. Affiliate) or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Shares.

14. The Agent acknowledges that the Agents' Warrants and the Agents' Warrant Shares have not been registered under the U.S. Securities Act or the securities laws of any state of the United States. In connection with the issuance of the Agents' Securities, the Agent represents, warrants, and covenants that it is acquiring or will acquire the Agents' Securities as principal for its own account and not for the benefit of any other person. The Agent represents, warrants, and covenants that (i) it is not a U.S. Person and is not acquiring and will not acquire the Agents' Securities in the United States, or on behalf of a U.S. Person or a person located in the United States; and (ii) this Agreement was executed and delivered outside the United States. The Agent acknowledges and agrees that the Agents' Warrants may not be exercised in the United States or by or on behalf or for the benefit of a U.S. Person or a person in the United States, unless such exercise is not subject to, or is exempt from, registration under the U.S. Securities Act and applicable U.S. state securities laws. The Agent agrees that it will not engage in any Directed Selling Efforts with respect to any Agents' Securities, and will not offer or sell any Agents' Securities in the United States except in compliance with an exemption from the registration requirements of the U.S. Securities Act and all applicable U.S. state securities laws.

Representations, Warranties and Covenants of the Corporation

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

1. The Corporation is, and at the Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest in the Common Shares.

2. The Corporation is not, and following the application of the proceeds from the sale of the Offered Shares will not be, registered or required to be registered as an "investment company" under the United States Investment Company Act of 1940, as amended.

3. The offering of the Offered Shares in the United States by the Agents through the U.S. Affiliates for sale by the Corporation is not prohibited pursuant to a court order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.

4. Except with respect to sales in accordance with this Agreement (including this Schedule "B") in the United States to persons that are U.S. Accredited Investors and/or Qualified Institutional Buyers identified by the Agents (and the U.S. Affiliates) in reliance upon the exemption from registration afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, none of the Corporation, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (a) any offer to sell, or any solicitation of an offer to buy, any Offered Shares in the United States; or (b) any sale of Offered Shares unless, at the time the buy order was or will have been originated, (i) the purchaser is outside the United States or (ii) the Corporation, its affiliates, and any person acting on any of their behalf reasonably believe that the purchaser is outside the United States.

5. During the period in which Offered Shares are offered for sale, none of the Corporation, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made) has engaged in or will engage in any Directed Selling Efforts or has taken or will take any action that would cause the exemption afforded by Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of Offered Shares in the United States or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of Offered Shares outside the United States in accordance with the Agency Agreement, including this Schedule "B".

6. None of the Corporation, its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Shares in the United States by means of any form of General Solicitation or General Advertising or has taken or will take any action that would constitute a public offering of the Offered Shares in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

7. None of the Corporation, any of its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates, or any person acting on any of their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or sold, or will offer or sell, for a period commencing six months prior to the commencement of the Offering and ending six months following the Closing Date, any securities in a manner that would be integrated with the offer and sale of the Offered Shares and would cause the exemption from registration provided by Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Shares.

8. None of the Corporation, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Corporation participating in the Offering, any beneficial owner (as that term is defined in Rule 13d-3 under the U.S. Securities Act) of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Offered Shares (each, an "**Issuer Covered Person**" and together, the "**Issuer Covered Persons**") is subject to any Disqualification Event. The Corporation has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event.

9. The Corporation is not aware of any person (other than any Dealer Covered Persons (as defined above)) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of Offered Shares.

10. The Corporation will notify the Agents and the U.S. Affiliates in writing, prior to the Closing Date of (a) any Disqualification Event relating to any Issuer Covered Person and (b) any event that would with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

11. The Corporation shall duly prepare and file with the SEC a Form D within 15 days after the first sale of Offered Shares in reliance on Rule 506(b) of Regulation D, and will file such notices and other documents as are required to be filed under the state securities or "blue sky" laws of the states in which the Offered Shares are sold to satisfy the requirements of applicable exemptions from registration or qualification of the Offered Shares under such laws.

12. None of the Corporation, any of its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates, or any person acting on of its or their behalf, in respect of which no representation, warranty, covenant or agreement is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Shares.

13. None of the Corporation or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

14. Upon receipt of a written request from a U.S. Purchaser, the Corporation shall make a determination if the Corporation is a "passive foreign investment company" (a "**PFIC**") within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), during any calendar year following the purchase of the Offered Shares by such U.S. Purchaser, and if the Corporation determines that the Corporation is a PFIC during such year, the Corporation will provide to such U.S. Purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Corporation as a "qualified electing fund" for the purposes of the Code.

General

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

EXHIBIT I TO SCHEDULE "B"
(TERMS AND CONDITIONS OF U.S. OFFERS AND SALES)

AGENT'S CERTIFICATE

This is Exhibit I to Schedule "B" to the agency agreement dated as of May 20, 2021 between the Corporation, and Canaccord Genuity Corp. and Beacon Securities Limited (the "Agency Agreement").

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agency Agreement (including Schedule "B" attached thereto).

In connection with the private placement of Offered Shares of the Corporation in the United States pursuant to the Agency Agreement, the undersigned Agent and its U.S. Affiliate, do hereby certify as follows:

- (a) the Offered Shares have been offered by us for sale by the Corporation in the United States only by the U.S. Affiliate which was on the dates of such offers and sales, and is on the date hereof, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act, and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and was and is a member in good standing with the Financial Industry Regulatory Authority, Inc.;
- (b) immediately prior to transmitting the U.S. Placement Memorandum to offerees in the United States, we had reasonable grounds to believe and did believe that each such person was a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable, and we continue to believe that each U.S. Purchaser of Offered Shares that we have arranged is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable, on the date hereof;
- (c) all offers and sales of the Offered Shares by us in the United States, have been effected in accordance with all applicable U.S. federal and state broker-dealer requirements;
- (d) no form of General Solicitation or General Advertising was used by us in connection with the offer and sale of the Offered Shares in the United States;
- (e) prior to any offer of Offered Shares in the United States, we delivered the U.S. Placement Memorandum with the Preliminary Prospectus or the Prospectus to such person and prior to any sale to a U.S. Purchaser solicited by us, we delivered the U.S. Placement Memorandum with the Prospectus to such person and caused each U.S. Accredited Investor to complete and execute the U.S. Subscription Agreement annexed to the U.S. Placement Memorandum as Exhibit II and each Qualified Institutional Buyer to complete and execute the Qualified Institutional Buyer Letter annexed to the U.S. Placement Memorandum as Exhibit I;
- (f) neither we, nor our affiliates nor any person acting on any of our behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Shares;
- (g) none of (i) the undersigned, (ii) the undersigned's general partners or managing members, (iii) any of the undersigned's directors, executive officers or other officers participating in the offering of the Offered Shares, (iv) any of the undersigned's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Offered Shares or (v) any Dealer Covered Person is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under Regulation D, except for a Disqualification Event contemplated by Rule

506(d)(2) of the U.S. Securities Act and a description of which has been furnished in writing to the Corporation prior to the date hereof; and (vii) the undersigned is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Offered Shares;

- (h) all offerees and purchasers in the United States have been informed that the Offered Shares have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws; and
- (i) the offering of the Offered Shares has been conducted by us in accordance with the terms of the Agency Agreement, including Schedule "B" attached thereto.

DATED as of this _____ day of _____, 2021.

[INSERT NAME OF AGENT]

[INSERT NAME OF U.S. AFFILIATE]

By: _____
Name:
Title:

By: _____
Name:
Title: