

AGENCY AGREEMENT

February 12, 2021

Optimi Health Corp.
201-1448 Commercial Drive
Vancouver, BC V5L 3X9

Attention: Mike Stier, Director, President and Chief Executive Officer

Dear Sirs:

Mackie Research Capital Corp. (the "**Lead Agent**"), together with Canaccord Genuity Corp. and Stifel Nicolaus Canada Inc. (collectively with the Lead Agent, the "**Agents**") hereby agrees to offer for purchase and sale on a "best efforts" agency basis and Optimi Health Corp. (the "**Corporation**") hereby agrees to issue and sell through the Agents, up to 24,000,000 units ("**Units**") of the Corporation (the "**Offering**"), at the price of \$0.75 per Unit (the "**Offering Price**") for minimum gross proceeds of \$15,000,000 (the "**Minimum Offering**") and maximum gross proceeds of up to \$18,000,000 (the "**Maximum Offering**"), subject to the terms and conditions set forth herein. Each Unit will be comprised of one common share in the capital of the Corporation (a "**Common Share**", and each Common Share included in a Unit being a "**Unit Share**") and one-half of one transferable common share purchase warrant of the Corporation (each whole Common Share purchase warrant, a "**Warrant**"). Each Warrant will entitle the holder thereof to acquire one Common Share of the Corporation (a "**Warrant Share**") at a price of \$1.25 per Warrant Share for a period of 24 months following the Closing Date (as defined herein) (the "**Expiry Date**"), provided that if the volume weighted average closing price of the Common Shares on the Canadian Securities Exchange (the "**CSE**") or such other stock exchange on which the Common Shares are then trading is equal to or greater than \$2.50 for a period of 20 consecutive trading days, the Corporation may at its option elect to accelerate the expiry of the Warrants by providing notice to the holders thereof (by news release) within 10 calendar days following the end of such 20 consecutive trading day period, in which case the Warrants will expire on the date specified in such notice, which shall be not less than 30 calendar days following delivery of such notice. The Warrants will be governed by a warrant indenture (the "**Warrant Indenture**") to be entered into between the Corporation and Endeavor Trust Company (the "**Warrant Agent**") on or before the Closing Date. The Units will be immediately separated into Unit Shares and Warrants upon issuance.

The Corporation will grant the Agents an option (the "**Over-Allotment Option**"), exercisable in whole or in part, at the sole discretion of the Agents, at any time up to 30 days following the Closing (as defined herein), to purchase from the Corporation up to such additional number of Units (the "**Over-Allotment Units**") as is equal to 15% of the number of Units sold under the Offering at the Offering Price. The Over-Allotment Option may be exercised by the Agents, in whole or in part, to acquire, as necessary, a combination of (i) Over-Allotment Units; (ii) additional Unit Shares (the "**Over-Allotment Shares**") at a price of \$0.7379 per Over-Allotment Share; or (iii) additional Warrants ("**Over-Allotment Warrants**") at a price of \$0.0242 per Over-Allotment Warrant, with each Over-Allotment Warrant entitling the holder thereof to acquire, subject to adjustment in certain circumstances, one Common Share (an "**Over-Allotment Warrant Share**") on the same terms as the Warrants.

The Corporation will also issue to the Agents at the Closing Time, such number of non-transferrable compensation options as is equal to 7.0% of the Units sold pursuant to the Offering

(the “**Agent Options**”). Each Agent Option will be exercisable for one Unit (an “**Agent Unit**”) at an exercise price of \$0.75 until the Expiry Date. Each Agent Unit will consist of one Common Share (an “**Agent Unit Share**”) and one-half of a Common Share purchase warrant (each whole such warrant, an “**Agent Unit Warrant**”). The Agent Unit Warrants will be issued under the Warrant Indenture, and have the same attributes as the Warrants to be comprised in the Units.

In consideration of the services to be rendered in connection with the Offering, the Corporation agrees to: (i) pay to the Lead Agent at the Closing Time a cash fee equal to \$50,000 plus GST (the “**Work Fee**”); and (ii) pay to the Agents at the Closing Time a cash fee equal to 7.0% of the gross proceeds of the Offering (the “**Commission**”).

Unless the context otherwise requires, all references to the “Offering”, “Units”, “Unit Shares”, “Warrants” and “Warrant Shares” will assume the exercise of the Agent Options and the issuance of Agent Units and will also include reference to all securities issuable upon exercise of the Over-Allotment Option, including the Over-Allotment Units and the securities underlying the Over-Allotment Units.

The Corporation agrees that the Agents will be permitted to appoint, at the sole cost and expense of the Agents, other duly qualified and registered dealers in their respective jurisdictions as its agents to assist in the Offering, and that the Agents may determine the remuneration payable to such other dealers appointed by them provided that no compensation in excess of the Commission and the Work Fee, and no compensation options in excess of the Agent Options will be payable by the Corporation and such remuneration will be the sole responsibility of the Agents.

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

Schedule “A” – List of Convertible Securities

Schedule “B” – List of Subsidiaries

The Offering is conditional upon and subject to the additional terms and conditions set forth below. The following are additional terms and conditions of the Agreement between the Corporation and the Agents:

DEFINITIONS

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

“**Agent Unit**” has the meaning given to it in the second page of this Agreement;

“**Agents**” has the meaning given to it in the first page of this Agreement;

“**Agent Options**” has the meaning given to it in the second page of this Agreement;

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

“**Applicable Laws**” means in relation to any person, the Business or the Offering, all applicable laws, statutes, Authorizations, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial,

departmental or regulatory judgements, orders, decisions, directives, rulings, subpoenas, or awards, and conditions of any grant or maintenance of any approval, permission, certification, consent, registration, authority or licence, any applicable federal or provincial pricing policies, and any other requirements of any Governmental Authority, by which such Person is bound or having application to the Business or the Offering and any amendments or supplements to, or replacements and substitutions of, any of the foregoing.

“Authorizations” means any approval, consent, exemption, ruling, authorization, notice, permit, including an import permit or export permit, or acknowledgement that may be required from any Governmental Authority pursuant to Applicable Law, or which is otherwise required under Applicable Law for the Parties to perform their obligations under this Agreement or in relation to a study, including any research exemption or dealer’s licence under the FDR-J, ethical review board approval or other authorization for a study, including authorizations related to exemptions under the CDSA or other authorizations related to the Business;

“Business” means the business of the growth, supply, distribution and sale of functional mushrooms, the delivery of psilocin, psilocybin or other restricted drugs or controlled substances, or other drug substances for therapeutic purposes, including the development, formulation and compounding of Drug Products including the above or other drug substances, including in the context of clinical trials, research, development, service delivery or other contexts, and the business of developing, cultivating fungal inputs for, and manufacturing natural health products and the performance of management services, pursuant to a written agreement, for physicians engaged in any of the foregoing activities;

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

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

“CDSA” means the *Controlled Drugs and Substances Act* (Canada) and the regulations promulgated thereunder;

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

“Closing Date” means February 24, 2021, or such other date as the Corporation and the Agents may agree;

“Closing Time” means 7:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agents may agree;

“Commission” has the meaning given to it on the first page of this Agreement;

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

“controlled substance” has the meaning ascribed thereto in section 2(1) of the CDSA;

“Corporation’s Auditors” means the auditors of the Corporation, currently Smythe LLP;

“Criminal Code” means the *Criminal Code* (Canada);

“CSE” has the meaning given to it on the first page of this Agreement;

“Disclosure Documents” means, collectively, all of the documentation which has been filed by or on behalf of the Corporation with the relevant Canadian Securities Regulators pursuant to the requirements of applicable Securities Laws, including the Prospectus, the Marketing Materials and all press releases filed by the Corporation on SEDAR;

“Drug Product” means any drug product regulated for sale or use under supervision of a health care practitioners and that includes an active pharmaceutical ingredient that is psilocin, psilocybin, psilocybin analogues and other restricted drugs or controlled substances in the jurisdictions in which the Corporation operates;

“FDA” means the *Food and Drugs Act* (Canada);

“FDR-J” means part J of the *Food and Drugs Regulations* (Canada) of the CDSA;

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

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

“Governmental Authority” means any provincial, territorial or federal, and as applicable in the circumstances, any foreign: (a) government; (b) court, arbitral or other tribunal or governmental or quasi governmental authority of any nature (including any governmental agency, political subdivision, instrumentality, branch, department, official, or entity); (c) body or other instrumentality exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature pertaining to government including Health Canada; (d) any formulary body with responsibility for determining listability of a Drug Product on any applicable formulary or for determining the pricing of Drug Products for reimbursement, with jurisdiction to review the pricing of and payment for Drug Products under Applicable Law; (e) any provincial, state, territorial or federal government or review board with jurisdiction over pricing of patented products or with jurisdiction over competition aspects of pricing of products; (f) any provincial, state, territorial or federal government or review board with jurisdiction over protecting and promoting public and animal health through regulation and supervision of therapeutic drug candidates intended for use in humans; or (g) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any foregoing, including any stock or other securities exchange, and, for certainty, includes the Securities Regulators;

“Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to (a) trademarks, trade dress, trade and business names, branding, brand names, logos, design rights, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing; (b) internet domain names registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (c) works of authorship,

expressions, designs and industrial design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (d) inventions, discoveries, trade secrets, business and technical information, know-how, databases, data collections, patent disclosures and other confidential or proprietary information; (e) plant or fungal varieties, strains or cultivars; and (f) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered, such registered rights including patent, registered plant breeders' rights, trademark, industrial design, copyright, including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the Applicable Law of any jurisdiction in any part of the world;

“Lead Agent” has the meaning given to it in the first page of this Agreement;

“Leased Premises” means the premises which the Corporation occupies as a tenant, which is material to the Corporation;

“Letter Agreement” means the letter agreement dated December 16, 2020 between the Lead Agent and the Corporation relating to the Offering;

“Marketing Materials” has the meaning ascribed to “marketing materials” in NI 41-101;

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

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

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

“Named Executive Officers” means, in respect of the Corporation, its Chief Executive Officer, Chief Financial Officer and each of the three most highly compensated executive officers, other than the Chief Executive Officer and Chief Financial Officer, who were serving as executive officers at the end of the most recently completed financial year and whose total salary and bonus exceeds \$150,000 as well as any additional individuals who would qualify as a Named Executive Officer, except that the individual was not serving as an executive officer of the Corporation at the end of the most recently completed financial year end;

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

“NI 44-101” means National Instrument 44-101 – *Short Form Prospectus Distributions*;

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

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

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

“Offering Documents” has the meaning ascribed thereto in subparagraph 5(a)(iii);

“Over-Allotment Option” has the meaning given to it on the first page of this Agreement;

“Over-Allotment Shares” has the meaning given to it on the first page of this Agreement;

“Over-Allotment Units” has the meaning given to it on the first page of this Agreement;

“Over-Allotment Warrants” has the meaning given to it on the first page of this Agreement;

“Over-Allotment Warrant Share” has the meaning given to it on the first page of this Agreement;

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

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

“Preliminary Prospectus” means the long form preliminary prospectus dated December 28, 2020, prepared by the Corporation relating to the distribution of the Units in the Qualifying Jurisdictions;

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

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

“Securities” means the Units, Unit Shares, Warrants, Agent Options and the Over-Allotment Units;

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

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

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

“Standard Listing Conditions” has the meaning ascribed thereto in subparagraph 4(a)(ii);

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

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

“Subsidiary” means the subsidiary of the Corporation listed in Schedule “B” hereto;

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

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

“United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“U.S. Exchange Act” means the United States Securities Exchange Act of 1934, as amended;

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

“Warrant” has the meaning given to it in the first page of this Agreement;

“Warrant Agent” has the meaning given to it in the first page of this Agreement;

“Warrant Indenture” has the meaning given to it in the first page of this Agreement;

“Warrant Share” has the meaning given to it in the first page of this Agreement; and

“Work Fee” has the meaning given to it in the second page of this Agreement.

Any reference in this Agreement to a Section will refer to a section of this Agreement.

All words and personal pronouns relating thereto will be read and construed as the number and gender of the party or parties referred to in each case require and the verb will be construed as agreeing with the required word and/or pronoun.

Any reference in this Agreement to “\$” or to “dollars” will refer to the lawful currency of Canada, unless otherwise specified.

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the “knowledge” of the Corporation, or where any other reference is made herein to the “knowledge” of the Corporation, it will be deemed to refer to the actual knowledge of (i) Mike Stier, Chief Executive Officer, and (ii) Jacob Safarik, Chief Financial Officer, after having made due enquiry of appropriate and relevant subject matter having regard to the role and responsibilities of such person as an officer of the Corporation.

TERMS AND CONDITIONS

1. **Compliance with Securities Laws.** The Corporation represents and warrants to, and covenants and agrees with, the Agents, that the Corporation has prepared and filed the Preliminary Prospectus and obtained, pursuant to the Passport System, a receipt from the British Columbia Securities Commission (as principal regulator) evidencing the issuance by the Canadian Securities Regulators of a receipt for the Preliminary Prospectus and other related documents in respect of the proposed distribution of the Units. The Corporation will use its commercially reasonable efforts to resolve as soon as possible any comments of the Canadian Securities Regulators relating to the Preliminary Prospectus and will, as soon as possible

thereafter, file the Final Prospectus and obtain, pursuant to the Passport System, a receipt from the British Columbia Securities Commission (as principal regulator) evidencing the issuance or deemed issuance by the Canadian Securities Regulators of a receipt for the Final Prospectus and other related documents in respect of the proposed distribution of the Units. The distribution of the Units and the grant of the Agent Options and the Over-Allotment Option shall be qualified by the Prospectus under Securities Laws in the Qualifying Jurisdictions. The Corporation will file with the CSE all required documents and pay all required fees, and do all things required by the rules and policies of the CSE, in order to obtain the conditional acceptance of the Offering and the listing of the Unit Shares, Warrants, and Warrant Shares prior to the Closing Date.

2. **Due Diligence.** Prior to the filing of the Preliminary Prospectus and the Final Prospectus and continuing until the Closing, the Corporation shall have permitted the Agents to review each of the Preliminary Prospectus and the Final Prospectus and shall allow the Agents to conduct any due diligence investigations which they reasonably requires in order to fulfill their obligations as agents under the Securities Laws and in order to enable them to responsibly execute the certificate in the Preliminary Prospectus and the Final Prospectus required to be executed by them.

3. **Distribution and Certain Obligations of the Agent.**

- (a) The Agents shall, and shall require any investment dealer or broker (other than the Agent) with which any of the Agents have a contractual relationship in respect of the distribution of the Units or who are otherwise offered selling group participation by any of the Agents (each, a “**Selling Firm**”) to agree to comply with the Securities Laws in connection with the distribution of the Units and shall offer the Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and the Agreement. The Agents shall, and shall require any Selling Firm to, offer for sale to the public and sell the Units, only in those jurisdictions where they may be lawfully offered for sale or sold. The Agents shall: (i) use all reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Units as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Agents and the Selling Firms have ceased distribution of the Units and provide a breakdown of the number of Units distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.
- (b) The Agents shall, and shall require any Selling Firm to agree to, distribute the Units in a manner which complies with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Securities, or solicit the purchase of the Units from the Corporation by substituted purchasers, or distribute the Prospectus or any Supplementary Material in connection with the distribution of the Units and will not, directly or indirectly, offer, sell or deliver any Units or deliver the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions. Subject to the foregoing, the Agents and any Selling Firm shall be entitled to offer and sell the Units in such other jurisdictions in accordance with any applicable securities and other laws in such jurisdictions in which any of the Agents and/or Selling Firms offer the Units provided that the

Corporation is not required to file a prospectus or other disclosure document or become subject to continuing obligations in such other jurisdictions, in accordance with the provisions of the Agreement.

- (c) For the purposes of this paragraph 3, the Agents shall be entitled to assume that the Units are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus shall have been obtained from the applicable Canadian Securities Regulators (including a receipt for the Final Prospectus issued under the Passport System) following the filing of the Final Prospectus unless otherwise notified in writing.

4. Deliveries on Filing and Related Matters.

- (a) The Corporation shall deliver to each of the Agents:
 - (i) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a “long form” comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agents, acting reasonably, addressed to the Agents and the directors of the Corporation from the Corporation’s Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letter shall be based on a review by the Corporation’s Auditors within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to any auditors’ consent letter or comfort letter addressed to the Canadian Securities Regulators; and
 - (ii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the terms of the Offering and the application for the listing and posting for trading on the CSE of the Common Shares has been approved subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the CSE, including meeting the minimum distribution requirements of the CSE (the “**Standard Listing Conditions**”).
- (b) During the distribution of the Units:
 - (i) the Corporation and the Agents shall approve in writing, a template version of any Marketing Materials reasonably requested to be provided by any of the Agents to any potential investor of Units, such Marketing Materials to comply with Securities Laws. The Corporation shall file a template version of such Marketing Materials with the Canadian Securities Regulators as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Agents, and in any event on or before the day the Marketing Materials are first provided to any potential investor of Units, and such filing shall constitute the Agents’ authority to use such Marketing Materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 44-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Corporation.

The Corporation shall prepare and file with the Canadian Securities Regulators a revised template version of any Marketing Materials provided to potential investors of Units where required under Securities Laws;

- (ii) the Corporation and the Agents covenant and agree:
 - (A) not to provide any potential investor of Units or any Selling Firm with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Corporation with the Canadian Securities Regulators on or before the day such Marketing Materials are first provided to any potential investor of Units; and
 - (B) not to provide any potential investor with any materials or information in relation to the distribution of the Units or the Corporation other than: (a) such Marketing Materials that have been approved and filed in accordance with this section 4(b); (b) the Preliminary Prospectus and the Final Prospectus; and (c) any Standard Term Sheets approved in writing by the Corporation and the Agents.
- (c) The Corporation shall also prepare and deliver promptly to the Agents signed copies of all Supplementary Material required to be filed by the Corporation in compliance with the Securities Laws.
- (d) Delivery of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material by the Corporation shall constitute the representation and warranty of the Corporation to the Agents that, as at their respective dates of filing:
 - (i) all information and statements (except information and statements relating solely to any of the Agents and provided by the such Agent in writing) contained in the Preliminary Prospectus or the Final Prospectus or any Supplementary Material, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Units;
 - (ii) no material fact or information has been omitted therefrom (except facts or information relating solely to any of the Agents) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and
 - (iii) except with respect to any information relating solely to any of the Agents and provided by such Agent in writing, such documents comply in all material respects with the requirements of the Securities Laws.

Such deliveries shall also constitute the Corporation's consent to the Agents' use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material in connection with the distribution of the Units in the Qualifying Jurisdictions unless otherwise advised in writing.

- (e) The Corporation shall cause commercial copies of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material to be delivered to the Agents without charge, in such numbers and in such cities as the Agents may reasonably request by written instructions to the Corporation's financial printer of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material given forthwith after the Agents have been advised that the Corporation has complied with the Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in any event, within two Business Days of receipt by the Corporation of printing and delivery instructions from the Agents.
- (f) Prior to the filing of the Final Prospectus with the Canadian Securities Regulators, the Corporation will use commercially reasonable efforts to file or cause to be filed with the CSE all necessary documents and will use commercially reasonable efforts to take or cause to be taken all necessary steps to ensure that the Corporation has obtained all necessary approvals for the Unit Shares, the Warrants and Warrant Shares to be conditionally listed on the CSE, subject only to the Standard Listing Conditions.

5. **Material Changes.**

- (a) During the period prior to the Agents notifying the Corporation of the completion of the distribution of the Units, the Corporation shall promptly inform the Agents (and if requested by the Agents, confirm such notification in writing) of the full particulars of:
 - (i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations or capital of the Corporation and the Subsidiary taken as a whole;
 - (ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Preliminary Prospectus or the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such documents; and
 - (iii) any change in any material fact contained in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material (collectively, the "**Offering Documents**") or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with Securities Laws.
- (b) The Corporation will comply with Part 6 of NI 41-101 and with the comparable provisions of the other Securities Laws, and the Corporation will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Units for distribution in each of the Qualifying Jurisdictions.

- (c) In addition to the provisions of subparagraphs 5(a) and 5(b) hereof, the Corporation shall in good faith discuss with the Agents any change, event or fact contemplated in subparagraphs 5(a) and 5(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agents under subparagraph 5(a) hereof and shall consult with the Agents with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agents and their counsel, acting reasonably and without undue delay.
- (d) If during the period of distribution of the Units there shall be any change in Securities Laws which, in the opinion of the Agents, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Agents, the Corporation shall, to the satisfaction of the Agents, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

6. **Covenants of the Corporation.** The Corporation hereby covenants to the Agents that the Corporation:

- (a) will file the Final Prospectus and other documents required under the applicable Securities Laws with the Securities Regulators as soon as practicable and obtain a receipt therefor;
- (b) will advise the Agents, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to the Passport System and will provide evidence reasonably satisfactory to the Agents of each such filing and copies of such receipts;
- (c) will advise the Agents, promptly after receiving notice or obtaining knowledge thereof, of:
 - (i) the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;
 - (ii) the institution, threatening or contemplation of any proceeding for any such purposes;
 - (iii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation (including the Common Shares) has been issued by any Securities Regulator or the institution, threatening or contemplation of any proceeding for any such purposes; or
 - (iv) any requests made by any Canadian Securities Regulators for amending or supplementing the Preliminary Prospectus or the Final Prospectus or for additional information, and will use its commercially reasonable efforts to

prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

- (d) from and including the date of the Agreement through to and including the Closing Time, do all such acts and things necessary to ensure that the representations and warranties of the Corporation contained in the Agreement or any certificates or documents delivered by the Corporation pursuant to the Agreement remain materially true and correct and not do any such act or thing that would render any representation or warrant of the Corporation contained in the Agreement or any certificates or documents delivered by it pursuant to the Agreement materially untrue or incorrect;
- (e) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Corporation is not a "reporting issuer", will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws of each of the Qualifying Jurisdictions to the date which is 24 months following the Closing Date;
- (f) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Corporation is not listed on the CSE, the Corporation will use its commercially reasonable efforts to maintain the listing of the Common Shares on the CSE or such other recognized stock exchange or quotation system as the Agents, may approve, acting reasonably, to the date that is 24 months following the Closing Date so long as the Corporation meets the minimum listing requirements of the CSE or such other exchange or quotation system;
- (g) during the distribution of the Units, the Corporation will consult with the Agents and promptly provide to the Agents drafts of any press releases of the Corporation for review by the Agents and the Agents' counsel prior to issuance, provided that any such review will be completed in a timely manner;
- (h) the Corporation will have made or obtained, as applicable, using commercially reasonable efforts at or prior to the Closing Time, all consents, approvals, permits, authorizations or filings as may be required by the Corporation under applicable Securities Laws necessary for the consummation of the transactions contemplated herein, other than customary post-closing filings required to be submitted within the applicable time frame pursuant to applicable Securities Laws and the rules of the CSE;
- (i) the Corporation will, provided it receives payment therefor, ensure that, at the Closing Time, the Unit Shares (including any Over-Allotment Shares) and Warrant Shares (including any Over-Allotment Warrant Shares) have been duly and validly issued as fully paid and non-assessable Common Shares;
- (j) the Corporation will ensure that, at the Closing Time, the Warrants and, if applicable, the Over-Allotment Warrants, shall be validly created and issued and

shall have attributes corresponding in all material respects to the description set forth in the Warrant Indenture;

- (k) the Corporation will ensure that, at the Closing Time, the Agent Options shall be validly created and issued and shall have attributes corresponding in all material respects to the description set forth in the certificates representing the Agent Options;
- (l) the Corporation will ensure, at all times following the issue of the Warrants, the Over-Allotment Warrants (if any), the Agent Options and the Agent Unit Warrants, until the expiry date thereof, that a sufficient number of applicable Common Shares are allotted and reserved for issuance upon the due exercise of the Warrants, the Over-Allotment Warrants, the Agent Options and the Agent Unit Warrants;
- (m) the Corporation will duly appoint the Warrant Agent as the warrant agent under the Warrant Indenture at or prior to the Closing Time;
- (n) the Corporation will use its commercially reasonable efforts to obtain the listing of the Unit Shares and Warrant Shares (including any Over-Allotment Shares and Over-Allotment Warrant Shares) and the Agent Unit Shares and Agent Unit Warrant Shares on the CSE prior to the Closing Date;
- (o) will use its commercially reasonable efforts to obtain a listing of the Warrants on the CSE promptly on or following the Closing Date, subject to satisfaction of Standard Listing Conditions, including public distribution requirements;
- (p) the Corporation will have, at or prior to the Closing Time, fulfilled or caused to be fulfilled, each of the conditions set out in Section 9 hereof; and
- (q) will use the net proceeds of the Offering in the manner and subject to the qualifications described in the Prospectus under the heading "Use of Proceeds".

7. **Representations and Warranties of the Corporation.** The Corporation represents and warrants to the Agents that each of the following representations and warranties is true and correct on the date of the Agreement:

- (a) Incorporation and Organization: Each of the Corporation and the Subsidiary has been incorporated or formed, as the case may be, is organized and is a valid and subsisting corporation or partnership, as the case may be, under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its Business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.
- (b) Extra-provincial Registration: Each of the Corporation and the Subsidiary is licensed, registered or qualified as an extra-provincial, foreign corporation or an extra-provincial partnership, as the case may be, in all jurisdictions where the character of the property or assets thereof owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and is carrying on the business thereof in material compliance with all applicable laws, rules and regulations of each such jurisdiction.

- (c) Authorized Capital: The Corporation is authorized to issue an unlimited number of Common Shares of which, as of February 12, 2021, 41,113,006 Common Shares were issued and outstanding as fully paid and non-assessable shares.
- (d) Subsidiary: The Subsidiary is the only subsidiary of the Corporation. The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations other than the Subsidiary and the Corporation beneficially owns, directly or indirectly, the percentage indicated on Schedule "B" hereto of the issued and outstanding shares in the capital of the Subsidiary which are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of the Subsidiary or any other security convertible into or exchangeable for any such shares.
- (e) Listing: The Corporation has made application so that at the time of issue the Unit Shares and Warrant Shares will have been conditionally approved for listing on the CSE, subject only to the Standard Listing Conditions.
- (f) Rights to Acquire Securities: Other than as disclosed in Schedule "A" hereto, no person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued common shares or other securities of the Corporation.
- (g) No Pre-emptive Rights: The issue of the Units will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject.
- (h) Transfer Agent: The Transfer Agent has been appointed by the Corporation as the registrar and transfer agent for the Common Shares.
- (i) Warrant Agent: The Warrant Agent has been appointed by the Corporation as the warrant agent for the Warrants pursuant to the Warrant Indenture.
- (j) Issue of Securities. The Unit Shares and the Over-Allotment Shares, at or prior to the Closing Time, and the Warrant Shares, Agent Unit Shares, the Agent Unit Warrant Shares and the Over-Allotment Warrant Shares, upon the exercise of the Warrants, the Agent Options, the Agent Unit Warrants and the Over-Allotment Warrants, respectively, shall be duly and validly authorized for issuance and sale pursuant to this Agreement or the Warrant Indenture, as applicable, and when issued and delivered by the Corporation, against payment of the consideration therefor, will be validly issued as fully paid and non-assessable Common Shares and will not be issued in violation of any preemptive rights or contractual rights to purchase securities issued by the Corporation. The Unit Warrants and the Over-Allotment Warrants, at or prior to the Closing Time will have been duly authorized

for issuance and sale in accordance with the terms of the Warrant Indenture, and the Agent Unit Warrants, upon the exercise of the Agent Options, shall be duly and validly authorized for issuance and sale in accordance with the terms of the Warrant Indenture and the maximum number of Common Shares issuable upon due exercise of the Unit Warrants, the Over-Allotment Warrants and the Agent Unit Warrants, as applicable, will have been reserved for issuance upon due exercise of such Warrants in accordance with the terms of the Warrant Indenture. At the Closing Time, the Agent Options will have been duly authorized for issuance pursuant to this Agreement.

- (k) Consents, Approvals and Conflicts: None of the offering and sale of the Units, the execution and delivery of the Agreement, the Warrant Indenture or the Prospectus, the compliance by the Corporation with the provisions of the Agreement or the Warrant Indenture or the consummation of the transactions contemplated herein and therein including, without limitation, the issue of the Unit Shares, Warrants, Agent Options and Over-Allotment Option upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Agents with the provisions of the Agreement, require the consent, approval, Authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under the Securities Laws of any of the Qualifying Jurisdictions, or (C) such as may be required under the policies of the CSE and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation or any Subsidiary is a party or by which any of them or any of the properties or assets thereof is bound, or the articles or by-laws or any other constating document of the Corporation or any Subsidiary or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation or any Subsidiary, or any statute or any judgment, decree, order, rule, policy or regulation of any court, governmental authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or any Subsidiary or any of the properties or assets thereof.
- (l) Authority and Authorization: The Corporation has all requisite corporate power and capacity to enter into the Agreement and Warrant Indenture and to do all acts and things and execute and deliver all documents as are required hereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and the Corporation has taken, or will have taken before Closing, all necessary corporate action to authorize the execution, and delivery of, and performance of its obligations under, the Agreement and the Warrant Indenture and to observe and perform its obligations under the Agreement and the Warrant Indenture in accordance with the provisions thereof including, without limitation, the issue of the Unit Shares, Warrants, Agent Options and Over-Allotment Option upon the terms and conditions set forth herein.
- (m) No Material Adverse Change: Subsequent to December 31, 2020, there has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change except as disclosed in the Prospectus.

- (n) No Material Change: There is not presently any material change or change in any material fact relating to the Corporation or the Subsidiary which has not been fully disclosed to the public.
- (o) Prospectus: The Prospectus, when filed, will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to prevent a statement that is made from being false or misleading in the circumstances in which it is made and, together with all of the information incorporated by reference in the Prospectus, will constitute full, true and plain disclosure of all material facts relating to the Corporation and the securities to be issued pursuant to the Offering and comply with Securities Laws.
- (p) Forward-Looking Information: With respect to forward looking statements in the Prospectus, subject to the assumptions and risk factors disclosed in the Disclosure Documents, the Corporation has no reason to believe that the actual results forecast or projected by such statements will not be achieved in materially the manner disclosed and the Corporation does not expect to modify such forward looking statements in any materially adverse manner during the period of distribution of the Units.
- (q) Eligibility for Investment: The Unit Shares and Warrants will, on the Closing Date, be qualified investments under the Income Tax Act (Canada) (the "ITA") and the regulations thereunder, as in effect on the date hereof, as disclosed in the Prospectus.
- (r) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms hereof, except in any case as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (s) Public Disclosure: The Corporation is in compliance in all material respects with all its disclosure obligations under the Securities Laws of the Qualifying Jurisdictions. Each of the Disclosure Documents is, as of the date thereof, in compliance in all material respects with the Securities Laws of the Qualifying Jurisdictions and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date thereof. There is no fact known to the Corporation which the Corporation has not publicly disclosed which results in a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform its obligations under the Agreement.

- (t) Material Contracts: All contracts and agreements material to the Corporation taken as a whole other than those entered into in the ordinary course of business and its Business as presently conducted and taken as a whole have been disclosed in the Prospectus. To the knowledge of the Corporation, no counterparty to any material obligation, agreement, covenant or condition contained in any material contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Corporation or the Subsidiary is a party is in default in the performance or observance thereof.
- (u) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened.
- (v) Accounting Controls: The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of the Corporation; (ii) that transactions are recorded as necessary to permit the preparation of consolidated financial statements for the Corporation in conformity with International Financial Reporting Standards and to maintain asset accountability; (iii) that access to assets of the Corporation and the Subsidiary is permitted only in accordance with the general or a specific authorization of management or directors of the Corporation; (iv) that the recorded accountability for assets of the Corporation and the Subsidiary is compared with the existing assets of the Corporation and the Subsidiary at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Corporation's assets that could have a material effect on its financial statements or interim financial statements.
- (w) Financial Statements: The Financial Statements and all notes thereto (i) comply as to form in all material respects with the requirements of the applicable Securities Laws of the Qualifying Jurisdictions, (ii) present fairly, in all material respects, the financial position, the results of operations and cash flows and the shareholders' equity and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in conformity with International Financial Reporting Standards, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation which are deemed material individually or in the aggregate, and, except as disclosed in the Disclosure Documents there has been no change in accounting policies or practices of the Corporation since December 31, 2020.
- (x) Auditors: The Corporation's Auditors who audited the Financial Statements and who provided their audit report thereon were, at the time of providing such audit report, independent public accountants as required under applicable Securities Laws of the Qualifying Jurisdictions and there has not been a reportable event (within the meaning of NI 51-102) between the Corporation and any such auditor.

The Corporation's Auditors at the date of this Agreement are independent public accountants as required under applicable Securities Laws of the Qualifying Jurisdictions and there has not been a reportable event (within the meaning of NI 51-102) between the Corporation and such auditor.

- (y) Audit Committee: The audit committee of the Corporation is comprised and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators.
- (z) Changes in Financial Position: Other than as disclosed in the Prospectus, since December 31, 2020, none of:
 - (i) the Corporation or its Subsidiary has paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;
 - (ii) the Corporation or its Subsidiary has incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and
 - (iii) the Corporation or its Subsidiary has entered into any material transaction or made a significant acquisition.
- (aa) Insolvency: Neither the Corporation nor the Subsidiary has committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.
- (bb) No Contemplated Changes: None of the Corporation or its Subsidiary has approved or has entered into any agreement in respect of, or has any knowledge of:
 - (i) the purchase of any material property or assets or any interest therein or, other than as disclosed in the Prospectus, the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or its Subsidiary whether by asset sale, transfer of shares or otherwise; or
 - (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or its Subsidiary or otherwise) of the Corporation or its Subsidiary.
- (cc) Taxes and Tax Returns: The Corporation and its Subsidiary have filed in a timely manner all necessary material tax returns and notices that are due and has paid

all applicable material taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and none of the Corporation or its Subsidiary is aware of any material tax deficiencies or interest or penalties accrued or accruing, or to the knowledge of the Corporation alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of the Corporation, pending against the Corporation or its Subsidiary which could result in a material liability in respect of taxes, charges or levies of any governmental authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any governmental authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation and its Subsidiary has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.

- (dd) Compliance with Applicable Law. The Corporation acknowledges that the Business is subject to restrictions, requirements and prohibitions under Applicable Laws in force (including the CDSA, the FDA, the FDR-J and the Criminal Code), and provincial, territorial and municipal laws relating to controlled substances, which may change from time to time. The Corporation and the Subsidiary are in compliance with and have complied in all material respects with all Applicable Laws, including obtaining all material Authorizations, prior to the Closing Time. All Authorizations issued to date are valid and in full force and effect and neither the Corporation nor any Subsidiary has received any correspondence or notice from the Office of Controlled Substances, other offices of Health Canada or any Governmental Authority alleging or asserting non compliance with any Applicable Law or Authorization. Neither the Corporation nor any Subsidiary have received any notice of proceedings or actions relating to the revocation, suspension, limitation or modification of any Authorizations or any notice advising of the refusal to grant any Authorization that has been applied for or is in process of being granted under Applicable Law and has no knowledge or reason to believe that any such Governmental Authority is considering taking or would have reasonable ground to take any such action. Neither the Corporation nor any Subsidiary is aware of any non-compliance with any Applicable Law, including the CDSA, the FDA, the FDR-J, the Criminal Code or any provincial, territorial or municipal legislation that the Corporation or any Subsidiary have reason to believe could result in a Material Adverse Effect;
- (ee) No Notice of Non-Compliance: no notice with respect to any of the matters referred to in subsection 7(dd), including any alleged violations by the Corporation with respect thereto has been received by the Corporation, and to the best of the knowledge of the Corporation, no writ, injunction, order or judgement is outstanding, and no legal proceeding under or pursuant to any environmental laws

or relating to the ownership, use, maintenance or operation of the property and assets of the Corporation is in progress, pending or threatened, which could reasonably be expected to have a material adverse effect on the Corporation and to the Corporation's knowledge there are no grounds or conditions which exist, on or under any property now or previously owned, operated or leased by the Corporation, on which any such legal proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the giving of notice or both, would give rise.

- (ff) Agreements and Actions: Neither the Corporation nor its Subsidiary are in violation of any term of any constating document thereof. Neither the Corporation nor its Subsidiary are in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect, neither the Corporation nor its Subsidiary are in default in the payment of any material obligation owed which is now due, if any, and there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Corporation after due inquiry, pending which, either in any case or in the aggregate, might result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of the Agreement or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto.
- (gg) Insurance: The Corporation maintains insurance against loss of, or damage to, its material assets and all of the policies in respect of such insurance are in amounts and on terms that in the view of the Corporation's management are reasonable for companies of a similar size operating in the integrative health industry and are in good standing in all material respects and not in default in any material respect.
- (hh) Legislation: The Corporation is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Corporation.
- (ii) No Defaults: Neither the Corporation nor its Subsidiary is in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation or its Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect.
- (jj) Compliance with Employment Laws: The Corporation and its Subsidiary are in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact concerning the Corporation or its Subsidiary or result in a Material Adverse Effect, and has not and is not engaged in any unfair labour practice, there is no labour strike, dispute, slowdown, stoppage, material complaint or grievance pending or, to the best of the knowledge of the Corporation after due inquiry, threatened

against the Corporation or its Subsidiary, no union representation question exists respecting the employees of the Corporation or its Subsidiary and no collective bargaining agreement is in place or currently being negotiated by the Corporation or any Subsidiary, neither the Corporation nor its Subsidiary have received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Corporation or its Subsidiary carries on business or has employees, other than as disclosed in the Prospectus, no employee has any agreement as to the length of notice required to terminate his or her employment with the Corporation or its Subsidiary in excess of 24 months or equivalent compensation and all benefit and pension plans of the Corporation and its Subsidiary are funded in accordance with applicable laws and no past service funding liability exist thereunder.

- (kk) Employee Plans: Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or its Subsidiary for the benefit of any current or former officer, director, employee or consultant of the Corporation has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan.
- (ll) Key Person Compensation: The directors, officers and key employees of the Corporation and the compensation arrangements with respect to the Corporation's Named Executive Officers are as disclosed or consistent with the disclosure in the Disclosure Documents and except as disclosed in the Disclosure Documents there are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Corporation.
- (mm) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Corporation or its Subsidiary have been accurately reflected in the books and records of the Corporation.
- (nn) Work Stoppage: There has not been, and there is not currently, any labour trouble which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect.
- (oo) Environmental Compliance: neither the Corporation nor the Subsidiary have been in material violation of, in connection with the ownership, use, maintenance or operation of its property and assets, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licences, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "**Environmental Laws**"). Each of the Corporation and the Subsidiary has occupied its properties and has received, handled, used, stored, treated, shipped and disposed of all pollutants, contaminants, hazardous or toxic materials, controlled or dangerous substances or wastes in compliance with all applicable environmental laws and has received

all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses. There are no orders, rulings or directives issued against the Corporation or the Subsidiary and there are no orders, rulings or directives pending or threatened against the Corporation or the Subsidiary under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to any property or assets of the Corporation.

- (pp) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation after due inquiry, threatened against any of the property or assets thereof, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which may result in a Material Adverse Effect or materially adversely affects the ability of any of them to perform the obligations thereof and none of the Corporation or any Subsidiary is subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may result in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under the Agreement.
- (qq) Proceedings: Except as otherwise disclosed in the Disclosure Documents and the Prospectus, to the knowledge of the Corporation, none of the directors or officers of the Corporation is or has ever been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere.
- (rr) Intellectual Property
- (i) The Corporation owns or possesses the right to use all Intellectual Property Rights necessary for the conduct of the Business, and the Corporation is not aware of any bona fide claim to the contrary or any challenge by any other Person to the rights of the Corporation and the Subsidiary with respect to the foregoing. To the knowledge of the Corporation, the Business of the Corporation and that of the Subsidiary, as now conducted does not infringe the Intellectual Property Rights of any Person. To the knowledge of the Corporation, the Business of the Corporation and that of the Subsidiary, as currently proposed to be conducted within a two year period from the effective date of this Agreement will not infringe the Intellectual Property Rights of any Person. No bona fide claim has been made against the Corporation or the Subsidiary alleging the infringement by the Corporation or the Subsidiary of any Intellectual Property Rights of any Person;
- (ii) The Corporation has not received any written notice nor is the Corporation aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property Rights or of any facts or circumstances that would render any Intellectual Property Rights invalid or unregistrable and which infringement, conflict (if subject to an unfavourable decision, ruling or finding), invalidity or unregistrability would have a Material Adverse Effect;

- (iii) The Corporation has not received any written notice with respect to any Intellectual Property Rights asserting that such Intellectual Property Rights are inadequate to protect the interests of the Corporation;
 - (iv) The Corporation has taken or proposes to take commercially reasonable steps to protect its Intellectual Property Rights in those jurisdictions where, in the reasonable opinion of the Corporation, each carries on a sufficient business to justify such filings;
 - (v) there are no material restrictions on the ability of the Corporation to use its Intellectual Property Rights in the ordinary course of its business. None of the rights of the Corporation in its Intellectual Property Rights will be impaired or affected in any way by the transactions contemplated by this Agreement;
 - (vi) The Corporation has not received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Intellectual Property Rights or suggesting that any other Person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor to the knowledge of the Corporation, is there a reasonable basis for any claim that any Person other than the Corporation has any claim of legal or beneficial ownership or other claim or interest in any Intellectual Property Rights; and
 - (vii) all registrations of Intellectual Property Rights owned by the Corporation are in good standing and are recorded in the name of the Corporation in the appropriate offices to preserve the rights thereto. All such registrations and applications have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of Intellectual Property Rights has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained.
- (ss) Licences: The Corporation has provided the Agents with copies of all exemptions, licenses and amendments thereto (the “**Licenses**”) issued by Health Canada to the Corporation and its Subsidiary with respect to its Business and there is no other material documentation outside of the application package submitted to Health Canada in connection therewith. The Corporation and its Subsidiary are in compliance with the terms and conditions of all such Licenses and all other licences required in connection with their respective businesses and the Corporation does not anticipate any variations or difficulties in renewing such Licenses or any other required licence or permit. The Offering (including the proposed use of proceeds of the Offering) will not have any adverse impact on the Licenses or require the Corporation or the Subsidiary to obtain any new license in respect of its Business.
- (tt) Health Canada Permits: Except as disclosed to the Agents and to the Corporation’s knowledge, neither the Corporation nor its Subsidiary is required to obtain any permits or licences other than the Licenses or any other permits from

Health Canada or any similar federal, provincial or municipal regulatory body or self-regulatory body in connection with the current conduct of its Business.

- (uu) Health Canada Correspondence: Neither the Corporation nor its Subsidiary has received any notice or communication from any customer or Health Canada alleging a defect or claim in respect of any products supplied or sold by the Corporation or the Subsidiary to a customer and, to the Corporation's knowledge, there are no circumstances that would give rise to any reports, recalls, public disclosure, announcements or customer communications that are required to be made by the Corporation or its Subsidiary in respect of any products or services supplied or sold by the Corporation or its Subsidiary.
- (vv) Applicable Laws. The Corporation is not aware of any Applicable Law of any Governmental Authority having lawful jurisdiction over the Corporation presently in force or any publicly disseminated or announced pending or contemplated change to any Applicable Law of any Governmental Authority having lawful jurisdiction over the Corporation presently in force, that the Corporation anticipates it will be unable to comply with or which could reasonably be expected to materially adversely affect the Business or the business environment or legal environment under which the Corporation operates.
- (ww) Leased Premises. The Corporation occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which a Corporation occupies the Leased Premises is in good standing and in full force and effect in all material respects. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein, will not afford any of the parties to such leases or any other Person the right to terminate such leases or result in any additional or more onerous obligations under such leases.
- (xx) Title to Assets. Other than the Leased Premises, the Corporation is the absolute legal and beneficial owner of all of its material assets, and no other property or assets are necessary for the conduct of its Business as currently conducted. Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds its assets (including any interest in, or right to earn an interest in, any Intellectual Property Rights) are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and such properties and assets are in good standing in all material respects under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licenses and other agreements pursuant to which the Corporation derives the interests thereof in such property are in good standing in all material respects. The Corporation does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Corporation to use, transfer or otherwise exploit their respective assets, none of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation is subject to any right of first refusal or purchase or acquisition right, and, the Corporation does not have a responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any Person with respect to the property and assets thereof.

- (yy) Business Activities: All product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Corporation and its Subsidiary, as applicable, in connection with their business is being conducted in accordance with best industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to the Corporation's current and proposed business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects.
- (zz) Security Measures: The Corporation has security measures and safeguards in place consistent with those that would be applicable to a corporation in the same or similar industry and at the same or similar status to protect personal information it collects from customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Corporation and the Subsidiary have each complied, in all material respects, with all applicable privacy and consumer protection legislation and none has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Corporation has taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse.
- (aaa) Unlawful Payments: Neither the Corporation nor its Subsidiary nor, to the best knowledge of the Corporation, any director, officer, agent, employee or other person associated with or acting on behalf of the Corporation or its Subsidiary, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- (bbb) Anti-Money Laundering:
- (i) The operations of the Corporation and the Subsidiary are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation and the Subsidiary conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or the Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened; and

- (ii) the Corporation or, to the best knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Corporation will not directly or indirectly use any proceeds of the distribution of the Units or lend, contribute or otherwise make available such proceeds to the Corporation or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States.
- (ccc) Non-Arm's Length Transactions: Except as disclosed in the Prospectus, neither the Corporation nor its Subsidiary owes any amount to, nor has the Corporation or its Subsidiary any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at "arm's length" (as such term is defined in the ITA) with any of them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation or its Subsidiary. Except as disclosed in the Disclosure Documents, except usual employee or consulting arrangements made in the ordinary and normal course of business, neither the Corporation nor its Subsidiary is a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm's length with the Corporation and the Subsidiary. Except as described in the Prospectus, no officer, director or employee of the Corporation or its Subsidiary has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation or its Subsidiary except for claims in the ordinary and normal course of the business of the Corporation or its Subsidiary such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation.
- (ddd) Minute Books: The minute books of the Corporation and the Subsidiary, all of which have been or will be made available to the Agents or counsel to the Agents, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material in the context of the Corporation and the Subsidiary on a consolidated basis.
- (eee) Due Diligence Session. (i) Except to the extent superseded by subsequent disclosure to the Agents or as disclosed in the Final Prospectus, the responses given by the Corporation and its officers at all oral due diligence sessions conducted by the Agents in connection with the Offering, as they relate to matters of fact, have been and shall continue to be true and correct in all material respects as at the time such responses have been or are given, as the case may be, and such responses taken as a whole have not and shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such response were given or shall be given, as the case may be; and (ii) where the responses reflect the opinion or view of the Corporation or its officers (including responses or portions of such responses which are forward-looking or otherwise relating to projections, forecasts, or estimates of future performance or results (operating, financial or otherwise)), such opinions or

views have been and will be honestly held and believed to be reasonable at the time they are given.

- (fff) Commission: Other than the Agents, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by the Agreement.

8. **Closing Deliveries.** The purchase and sale of the Units shall be completed at the Closing Time at the offices of Miller Thomson LLP in Vancouver, British Columbia, or at such other place as the Agents and the Corporation may agree. At the Closing Time the Corporation shall duly and validly deliver to the Agents confirmation of an electronic deposit of the Units with CDS Clearing and Depository Services Inc. ("**CDS**") as directed by the Agents, through the non-certificated inventory system of CDS or as otherwise directed by the Agents in writing, against payment by the Agents to the Corporation, at the direction of the Corporation, in lawful money of Canada by wire transfer an amount equal to the aggregate purchase price for the Units being issued and sold hereunder less the Commission, the Work Fee, and all of the estimated out-of-pocket expenses of the Agents payable by the Corporation to the Agents in accordance with paragraph 16 hereof.

9. **Agents' Conditions to Closing.** The obligation of the Agents to pay the proceeds from the Offering to the Corporation at the Closing Time shall be subject to the following conditions (it being understood that the Agents may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its rights in respect of any other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing):

- (a) all actions required to be taken by or on behalf of the Corporation, including without limitation the passing of all requisite resolutions of directors of the Corporation to approve the Prospectus, to obtain the approval of the CSE to the Offering and to validly offer, sell and distribute the Units, to pay the Commission, Work Fee, and to grant the Agent Options and Over-Allotment Option will have been taken;
- (b) the Corporation will have made all necessary filings with and obtained all necessary approvals, consents and acceptances of the Canadian Securities Regulators for the Prospectus and to permit the Corporation to complete its obligations hereunder;
- (c) no order ceasing or suspending trading in any securities of the Corporation, or prohibiting the trade or distribution of any of the securities of the Corporation will have been issued and no proceedings for such purpose, to the best of the knowledge of the Corporation, will be pending or threatened;
- (d) the Agents not having exercised any rights of termination set forth in the Agreement;
- (e) the Corporation will have, as of the Closing Time, complied with all of its material covenants and agreements contained in the Agreement;
- (f) the Agents will have received certificates representing the Agent Options, registered as directed by the Agents;

- (g) the Agents shall have received an opinion, dated the Closing Date and subject to customary qualifications, of Miller Thomson LLP, the Corporation's legal counsel, addressed to the Agents as to all legal matters customarily and reasonably requested by the Agents relating to the Corporation, its Business and the creation, issuance and sale of the Units and Agent Options. The Agents acknowledge and agree that local counsel may provide legal opinions relating to the distribution of the Units and Agent Options in certain Qualifying Jurisdictions;
- (h) the Agents shall have received a legal opinion dated the Closing Date from Miller Thomson LLP, counsel to the Corporation, as to the incorporation, capacity, ownership, subsistence and authorized and issued capital of the Subsidiary, and such other legal matters reasonably requested by the Agents;
- (i) the Agents shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing the Agreement, or any document delivered hereunder;
- (j) the Agents shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Agents, addressed to the Agents to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:
 - (i) the representations and warranties of the Corporation in the Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Corporation has performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time;
 - (ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Common Shares in the Qualifying Jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and, to the knowledge of the officers, no proceedings, investigations or enquiries for that purpose have been instituted or are pending;
 - (iii) the articles and notice of articles of the Corporation delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof;
 - (iv) the minutes or other records of various proceedings and actions of the Corporation's Board of Directors relating to the Offering and delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof; and
 - (v) subsequent to the respective dates as at which information is given in the Prospectus, there has not been a Material Adverse Change other than as disclosed in the Prospectus or any Supplementary Material, as the case may be.

- (k) the Agents shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Agents, addressed to the Agents and the directors of the Corporation from the Corporation's auditors confirming the continued accuracy of the comfort letter to be delivered to the Agents pursuant to subparagraph 4(a)(i) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Agents;
- (l) the Offering, including the issuance of the Units and Agents Options shall have been received all necessary approvals, and the Unit Shares, the Warrants and the Warrant Shares shall have been approved for listing on the CSE, subject only to the official notices of issuance and fulfilment of the Standard Listing Conditions;
- (m) the Agents shall have received a certificate of good standing in respect of the Corporation;
- (n) the Agents shall have received certificates or lists, issued under the Securities Laws of the Qualifying Jurisdictions stating or evidencing that the Corporation is not in default under such Securities Laws;
- (o) the Agents shall have received executed Insider Agreements (as defined below);
- (p) the Agents shall have received a certificate from the Warrant Agent confirming its appointment as warrant agent in respect of the Warrants pursuant to the Warrant Indenture; and
- (q) the Agents shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date.

10. **Closing of the Over-Allotment Option**

- (a) The Over-Allotment Option may be exercised for a period of 30 days from and including the Closing Date. The Lead Agent, on behalf of the Agents, shall provide written notice to the Corporation of its election to exercise the Over-Allotment Option, which notice will set forth: (i) the aggregate number of Over-Allotment Units to be purchased; and (ii) the closing date for the Over-Allotment Units, provided that such closing date shall not be less than two Business Days and no more than seven Business Days following the date of such notice, and in any event not later than the 30th day following the Closing Date
- (b) The purchase and sale of the Over-Allotment Units, if required, shall be completed at such time and place as the Agents and the Corporation may agree, and in accordance with Section 8 and 9. The applicable terms, conditions and provisions of this Agreement (including the provisions of Section 9 relating to closing deliveries) shall apply *mutatis mutandis* to the Closing of the issuance of any Over-Allotment Units pursuant to any exercise of the Over-Allotment Option. At the Closing Time of the Over-Allotment Option, the Corporation shall duly and validly deliver to the Agents confirmation of an electronic deposit of the Units with CDS as directed by the Agents, through the non-certificated inventory system of CDS or as otherwise directed by the Agents in writing, against payment by the Agents

to the Corporation, at the direction of the Corporation, in lawful money of Canada by wire transfer an amount equal to the aggregate purchase price for the Units being issued and sold hereunder less the Commission and all of the additional estimated out-of-pocket expenses of the Agents payable by the Corporation to the Agents in accordance with paragraph 16 hereof.

- (c) In the event that the Corporation shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the Offering Price and to the number of Over-Allotment Units issuable on exercise thereof such that the Agents are entitled to arrange for the sale of the same number and type of securities that the Agents would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

11. **All Terms to be Conditions.** The Corporation agrees that all terms and conditions set out in this Agreement shall be construed as conditions and any breach or failure by the Corporation to comply with any such conditions in favour of the Agents in any material respect shall entitle the Agents (or any of them) to terminate their obligation to complete the Offering, by written notice to that effect given to the Corporation prior to the Closing Time. The Corporation shall use commercially reasonable efforts to cause all conditions in this Agreement to be satisfied. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such conditions without prejudice to the rights of the Agents in respect of any such conditions or any other or subsequent breach or non-compliance, provided that to be binding on an Agent any such waiver or extension must be in writing and signed by such Agent.

12. **Termination Events.** Each Agent may terminate its obligations relating to the Units on or before Closing if:

- (a) the Agent is not satisfied, in their sole discretion, acting reasonably, with the results of their due diligence review and investigations
- (b) there shall occur any material change or any change in any material fact or a new material fact shall arise, or there should be discovered any previously undisclosed material fact required to be disclosed in the Preliminary Prospectus or the Final Prospectus or any amendment thereto in each case which, in the reasonable opinion of the Agent, has or would be expected to have a Material Adverse Effect on the market price or value of any of the securities of the Corporation, including, without limitation, the Unit Shares and Warrants;
- (c) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is instituted, announced or threatened or any order is issued by any Governmental Authority, including, without limitation, the CSE, or otherwise in respect of the Corporation or any of its directors and officers (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Agent); or there is any change of law, or the interpretation or administration thereof; or any order to cease, halt or suspend trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Corporation is made by a Governmental Authority and that law or order is still in effect, which in the reasonable opinion of the Agent operates to prevent or restrict the Offering or the trading in the Common Shares or which in the reasonable

opinion of the Agent, would be expected to have a Material Adverse Effect on the market price or value of any of the securities of the Corporation, including, without limitation, the Unit Shares and Warrants;

- (d) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence (including any natural catastrophe) or any outbreak or escalation of national or international hostilities or any crisis or calamity or act of terrorism or similar event or any governmental action, change of applicable law or regulation (or the interpretation or administration thereof), inquiry or other occurrence of any nature whatsoever, including by a result of the novel coronavirus (COVID-19) pandemic only to the extent that there are material adverse impacts related thereto after December 15, 2020, which, in each case, in the opinion of such Agent, seriously adversely affects, or involves, or might reasonably be expected to seriously adversely affect, or involve, the financial markets in Canada or the United States or the business, operations or affairs of the Corporation and its Subsidiary (taken as a whole) or the market price or value of any of the securities of the Corporation, including, without limitation, the Unit Shares and Warrants;
- (e) the Offering cannot, in the opinion of the Agent, be profitably marketed due to the state of the financial markets;
- (f) the Agent become aware of, as a result of their due diligence review, or otherwise, of any Material Adverse Change, or a change in material fact or any material fact with respect to the Corporation (in the sole opinion of the Agents) which has not been disclosed to the Agent prior to the date hereof;
- (g) the Corporation is in breach of a material term, condition or covenant of the Agreement;
- (h) any representation or warranty made by the Corporation in the Agreement is false or has become false in any material respect; or
- (i) the Agents and the Corporation agree in writing to terminate the Agreement.

Each Agent shall be entitled to terminate and cancel their obligations to the Corporation hereunder in accordance with this paragraph 12 by written notice to that effect given to the Corporation at any time prior to the Closing.

13. Exercise of Termination Right. If the Agreement is terminated by an Agent pursuant to paragraph 12, there shall be no further liability to the Corporation on the part of the Agent or of the Corporation to the Agent, except in respect of any liability which may have arisen or may thereafter arise under paragraphs 14, 15, 16, 20, 21 and 22. The right of the Agents to terminate their obligations under the Agreement is in addition to such other remedies they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by the Agreement.

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

15. **Indemnity.** The Corporation (the “**Indemnitor**”) agrees to indemnify and save harmless the Agents, their affiliates and their respective directors, officers, employees, partners, agents, and shareholders (the “**Personnel**”) harmless from and against any and all expenses, losses (other than loss of profits), claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Agents, to which the Agents and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitor by the Agents and their Personnel hereunder or otherwise in connection with the matters referred to in the Agreement, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

- (i) the Agents or their Personnel have been negligent or dishonest or have committed any fraudulent act in the course of such performance; and
- (ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the negligence, dishonesty or fraud referred to in (i).

If for any reason (other than the occurrence of any of the events itemized in (i) and (ii) above), the foregoing indemnification is unavailable to the Agents or insufficient to hold them harmless, then the Indemnitor shall contribute to the amount paid or payable by the Agents as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agents on the other hand but also the relative fault of the Indemnitor and the Agents, as well as any relevant equitable considerations; provided that the Indemnitor shall, in any event, contribute to the amount paid or payable by the Agents as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the fees received by the Agents hereunder.

The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Agents by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Indemnitor and/or the Agents and any Personnel of the Agents shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Agents, the Agents shall have the right to employ its own counsel in connection therewith and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by its Personnel in connection therewith) and out-of-pocket expenses incurred by its Personnel in connection therewith shall be paid by the Indemnitor as they occur.

Promptly after receipt of notice of the commencement of any legal proceeding against the Agents or any of their Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agents will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed.

No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Agents or their Personnel affected, such consent not to be unreasonably withheld. No admission of liability shall be made, and the Indemnitor shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent, such consent not to be unreasonably withheld. The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agents and shall be binding upon and ensure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Indemnitor, the Agents and any of the Personnel of the Agents.

The Corporation hereby constitutes the Agents as trustees for each of the other indemnified parties, including the Personnel, of the Corporation's covenants under this indemnity with respect to such persons and the Agents agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

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

17. **Syndication of Agents.** The Agents' obligations under this Agreement shall be several and not joint. The sale of the Units subject to the Offering shall be on a "best efforts" agency basis without underwriter liability and the respective obligations and rights and benefits hereunder shall be as to the following percentages:

Mackie Research Capital Corporation ⁽¹⁾	65%
Canaccord Genuity Corp.	20%
Stifel Nicolaus Canada Inc.	<u>15%</u>
	100%

(1) Lead Agent and sole bookrunner

18. **Action by Agents.** All steps which must or may be taken by the Agents in connection with the Closing of the Offering, with the exception of the matters relating to termination contemplated by Section 12 and 13 and matters relating to indemnity contemplated by Section 15 or as otherwise specified herein, may be taken by the Lead Agent, on behalf of the other Agents, and the execution of this Agreement by the other Agents and by the Corporation shall constitute the Corporation's authority and obligation for accepting notification of any such steps from the Lead

Agent. The Lead Agent shall fully consult with the other Agents with respect to all notices, waivers, extensions or other communications to or with the Corporation.

19. **Lock-up.** The Corporation agrees that it will cause its directors, senior officers and shareholders with over 5% pro-forma ownership of the Corporation's outstanding shares (collectively, the "**Insiders**") to deliver signed agreements (the "**Insider Agreements**"), in form and content acceptable to the Agents and their counsel, acting reasonably, to the Lead Agent on or before the Closing Time, pursuant to which the Insiders agree, for a period beginning on the Closing Date and ending 120 days after the Closing Date, not to directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, securities of the Corporation held by them, directly or indirectly, without prior consent of the Lead Agent, which consent will not be unreasonably withheld or delayed, provided that the Lead Agent's consent shall not be required in connection with (a) the exercise of previously issued options or other convertible securities, (b) transfers among a shareholder's affiliates for tax or other planning purposes, or (c) a tender or sale by a shareholder of securities of the Corporation in or pursuant to a take-over bid or similar transaction involving a change of control of the Corporation.

20. **Standstill.** Except for any equity securities which may be issued pursuant to this Agreement or from time to time (i) as agreed to in employee and consultant compensation agreements; (ii) pursuant to contractual obligations of the Corporation which exist as of the date hereof; (iii) any issuance of securities pursuant to the exercise or conversion, as the case may be, of convertible securities of the Corporation; (iv) grants of rights and options under the Corporation's stock option plan; (v) the occurrence of a take-over bid or similar transaction involving a change of control of the Corporation; and (vi) any issuance of securities in arm's length acquisitions, the Corporation agrees not to offer, nor to announce the offering of, nor to make any agreement to issue any additional equity or debt securities or securities convertible or exercisable into equity or debt securities of the Corporation for a period commencing on the December 16, 2020 and ending 120 days following the Closing, without the prior written consent of the Lead Agent, such consent not to be unreasonably withheld, conditioned or delayed.

21. **Right of First Refusal.** Provided that there is a Closing of the Offering and to the extent that within the 18-month period thereafter, the Corporation requires any of the following additional services, the Lead Agent is hereby granted a right of first refusal to provide such services as referenced below, the terms, and conditions relating to such services to be outlined in a separate agreement and the fees for such services to be in addition to fees payable hereunder: (i) lead manager, lead underwriter or lead agent and sole book-runner for any equity or equity-linked debt financing undertaken by the Corporation; (ii) the provision of a formal valuation or fairness opinion; and (iii) any financial advisory assistance, whether in respect of any acquisition, divestiture or business combination proposal, or otherwise.

The Corporation will promptly notify the Lead Agent in writing (the "**ROFR Notice**") of the terms of any such required services. The right of first refusal must be exercised by the Lead Agent within 7 days following the receipt of the ROFR Notice by notifying the Corporation that it will provide such services on the terms set out in the ROFR Notice. If the Lead Agent fails to give the applicable notice within 7 days, the Corporation will then be free to make other arrangements to obtain such services from another source on the same terms or on terms no less favourable to

the Corporation. The right of first refusal in this Section 21 will terminate in respect of any ROFR Notice but will continue in respect of any subsequent service which would be subject to this Section if, on receipt of any ROFR Notice from the Corporation, the Lead Agent fails to exercise the right.

22. **Alternative Transaction.** If, after the Corporation has executed this Agreement, the Corporation decides not to proceed with the Offering for any reason(s) within the scope of its control and during the period of 12 months after the termination of this Agreement the Corporation enters into a binding agreement in respect of an "Alternative Transaction" (as defined below), the Corporation agrees to pay all Expenses in accordance with Section 16 and any and all Commission, to the extent such Expenses and Commission have not already been paid by the Corporation. The Commission that would otherwise be payable, and any unpaid Expenses shall be payable immediately following the completion of the Alternative Transaction. Notwithstanding the foregoing, no amount shall be payable by the Corporation pursuant to this section in the event the Offering has not closed as a result of the Agent failing to meet a minimum \$10,000,000 offering size on or before March 15, 2021, and in such case the Corporation shall be entitled to terminate this Agreement, unless such failure to complete the Offering is primarily as a result of the delay on the part of the Corporation.

An "Alternative Transaction" means any equity or debt financing, 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 of the Corporation or any similar transaction involving the Corporation with any arm's length party.

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

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

(a) If to the Corporation, to:

Optimi Health Corp.
201-1448 Commercial Drive
Vancouver, British Columbia V5L 3X9

Email: mike@optimihealth.com
Attention: Mike Stier, CEO

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

Miller Thomson LLP
400 – 425 Granville Street
Vancouver, British Columbia V7Y 1G5

Email: bfast@millerthomson.com
Attention: Brian Fast

(b) to the Agents, to:

Mackie Research Capital Corporation
1920 – 1075 West Georgia Street
Vancouver, British Columbia V6E 3C9

Email: jstupar@mackieresearch.com
Attention: Jovan Stupar

Canaccord Genuity Corp.
161 Bay Street, Suite 3000
Toronto, Ontario M5J 2S1

Email: gsaunders@cgf.com
Attention: Graham Saunders

Stifel Nicolaus Canada Inc.
145 King Street West, Suite 300
Toronto, Ontario M5H 1J8

Email: hfricker@stifel.com
Attention: Harris Fricker

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

MLT Aikins LLP
2600 – 1066 West Hastings Street
Vancouver, British Columbia V6E 3X1

Email: ksorochan@mltaikins.com
Attention: Kevin Sorochan

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being emailed and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

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

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

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

28. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

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

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

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

32. **No Fiduciary Duty.** The Corporation hereby: (i) acknowledges and agrees that the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and the Agents and any affiliate through which they may be acting, on the other; (ii) acknowledges and agrees that the Agents are acting as agents but not as fiduciary of the Corporation; (iii) acknowledges and agrees that the Corporation's engagement of the Agents in connection with the Offering and the process leading up to the Offering is as agents and not in any other capacity; (iv) acknowledges and agrees that the Agents have certain statutory obligations as registrants under Securities Laws and have certain relationships with their clients; and (v) consents to the Agents acting hereunder while continuing to act for their clients. To the extent that the Agents' statutory obligations as registrants under Securities Laws or relationships with their client conflicts with their obligations hereunder, the Agents shall be entitled to fulfil their statutory obligations as registrants under Securities Laws and their duties to their clients. Nothing in the Agreement shall be interpreted to prevent the Agents from fulfilling their statutory obligations as registrants under Securities Laws or acting for their clients. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Agents have advised or is currently advising the Corporation on related or other matters). The Agents have not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by the Agreement and the Corporation agrees that it will not claim that the Agents have rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Agents owe a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

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

34. **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of the Agreement.

35. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

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

[signature pages follow]

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

Yours very truly,

MACKIE RESEARCH CAPITAL CORPORATION

Per: "Jovan Stupar" (signed)
Authorized Signing Officer

CANACCORD GENUITY CORP.

Per: "Graham Saunders" (signed)
Authorized Signing Officer

STIFEL NICOLAUS CANADA INC.

Per: "Harris Fricker" (signed)
Authorized Signing Officer

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

DATED as of the 12th day of February, 2021.

OPTIMI HEALTH CORP.

Per: “Mike Stier” (signed)
Authorized Signing Officer

SCHEDULE "A"

OUTSTANDING RIGHTS TO ACQUIRE SECURITIES

Issue Date	Expiry	Exercise Price	Number of Warrants	Notes
July 6, 2020	July 6, 2022	\$0.10	10,000,000	
January 12, 2021	September 11, 2022	\$0.40	17,963,005	Issued on conversion of the special warrants
Total number of warrants outstanding			27,963,005	

Issue Date	Expiry	Exercise Price	Number of Options
October 9, 2020	October 9, 2025	\$0.50	500,000
January 25, 2021	January 25, 2026	\$0.50	40,000
Total number of options outstanding			540,000

Issue Date	Expiry	Exercise Price	Number of RSRs	Notes
October 9, 2020	N/A	N/A	500,000	
Total number of RSRs outstanding			500,000	

SCHEDULE "B"

SUBSIDIARIES

