

AGENCY AGREEMENT

December 8, 2020

Tryp Therapeutics Inc.
#335, 1632 Dickson Avenue
Kelowna, British Columbia V1Y 7T2

Attention: James Kuo
Chief Executive Officer

Ladies and Gentlemen:

Canaccord Genuity Corp. (the “**Agent**”) understands that Tryp Therapeutics Inc. (the “**Corporation**”) proposes to issue 17,400,000 units (the “**Units**”) at a price of \$0.25 per Unit (the “**Offering Price**”) for aggregate gross proceeds of \$4,350,000. Each Unit will consist of one common share (a “**Common Share**”) in the capital of the Corporation (each such Common Share issued as part of a Unit, a “**Unit Share**”) and one-half of one Common Share purchase warrant (each whole warrant, a “**Warrant**” and each whole Warrant underlying the Units, a “**Unit Warrant**”).

The Warrants shall be duly and validly created and issued pursuant to, and governed by, a warrant indenture (the “**Warrant Indenture**”) to be dated as of the Closing Date between the Corporation and Computershare Trust Company of Canada, in its capacity as warrant agent. Each Warrant will entitle the holder to purchase one Common Share (a “**Warrant Share**”) at an exercise price of \$0.50, subject to adjustment in certain circumstances. The Warrants shall have a term of 12 months from the Closing Date (as defined below), subject to rights of adjustment and acceleration in certain events, as set out in the Warrant Indenture. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

Upon and subject to the terms and conditions of this Agreement, the Agent agrees to act as, and the Corporation appoints the Agent as, the exclusive agent of the Corporation to offer the Units for sale and purchase on a “commercially reasonable efforts” basis and without underwriter liability. The Agent agrees to use commercially reasonable efforts to solicit offers to purchase the Units, but it is understood and agreed that the Agent shall act as agent only and is under no obligation to purchase any of the Units, although the Agent may subscribe for and purchase Units if it so desires.

In addition, by acceptance of this Agreement, the Corporation hereby grants to the Agent an option (the “**Agent’s Option**”), exercisable, in whole or in part, at the sole discretion of the Agent, to offer up to an additional 2,610,000 Units (the “**Agent’s Option Units**”) at the Offering Price for aggregate additional gross proceeds of up to \$652,500. If the Agent elects to exercise the Agent’s Option in whole or in part, the Agent shall notify the Corporation in writing not later than 5:00 p.m. (Toronto time) on the 30th day following the Closing Date, which notice shall specify the number of Agent’s Option Units to be purchased by the Agent and the date and time at which such Agent’s Option Units are to be purchased (the “**Agent’s Option Closing Time**”). Such date may be the same as the Closing Date but not (i) earlier than the Closing Date; nor (ii) less than three Business Days (as defined below) and not more than five Business Days (as defined below) after the date of such notice without the consent of the Corporation (each, an “**Agent’s Option Closing Date**”). The Agent’s Option Units may be purchased solely for the purpose of covering over-allotments made in connection with the Offering, if any, and for market stabilization purposes.

The offering of Units by the Corporation is referred to in this Agreement as the “**Offering**” and Units sold pursuant to this Agreement, including any Agent’s Option Units, are referred to as the “**Offered Units**”. The Offered Units shall have the material attributes described in, and contemplated by, the Final Prospectus (as defined below) which we understand will be filed concurrently with the execution and delivery of this Agreement.

In consideration of the services rendered by the Agent in connection with the Offering, the Corporation shall pay to the Agent at the Closing Time a cash commission equal to 8.0% of the gross proceeds from the sale of the Offered Units (the “**Agent’s Commission**”); provided that the Agent’s Commission shall be reduced to 4.0% in respect of certain president’s list purchasers designated by the Corporation and subject to agreement by the Agent (the “**President’s List Purchasers**”), subject to an aggregate maximum of \$1,000,000 of gross proceeds subscribed for by such President’s List Purchasers. As additional compensation for the services provided, the Corporation shall issue to the Agent at the Closing Time that number of compensation options (the “**Compensation Options**”) which is equal to (i) 8.0% of the aggregate number of Offered Units, other than Offered Units sold to President’s List Purchasers; plus (ii) 4.0% of the aggregate number of Offered Units sold to President’s List Purchasers. Each Compensation Option shall be exercisable to acquire one Unit (each, a “**Compensation Unit**”) comprised of one Common Share (each, a “**Compensation Unit Share**”) and one-half of one Warrant (each whole Warrant, a “**Compensation Unit Warrant**”) at an exercise price equal to the Offering Price for a period of 12 months following the date that the Common Shares are listed on the CSE (as defined below), pursuant to the terms of the certificate representing the Compensation Options (the “**Compensation Option Certificate**”). Each Compensation Unit Warrant will entitle the holder to acquire one Common Share (a “**Compensation Unit Warrant Share**”) at an exercise price of \$0.50. The Agent will also be entitled to a corporate finance fee for its advisory services provided to the Corporation in connection with the Offering and as such, the Corporation shall issue to the

Agent, at the Closing Time, that number of Units which is equal to 5.0% of the aggregate number of Offered Units (the “**Corporate Finance Fee Units**”). Each Corporate Finance Fee Unit shall be comprised of one Common Share (a “**Corporate Finance Fee Unit Share**”) and one-half of one Warrant (each whole Warrant, a “**Corporate Finance Fee Unit Warrant**”). Each Corporate Finance Fee Unit Warrant will entitle the holder to acquire one Common Share (a “**Corporate Finance Fee Warrant Share**”) at an exercise price of \$0.50. The Compensation Unit Warrants and the Corporate Finance Fee Unit Warrants shall be duly and validly created and issued pursuant to, and governed by, the Warrant Indenture, unless otherwise agreed to by the parties hereto.

The Corporation agrees that the Agent shall be permitted to appoint, at its sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions (in any case, a “**Selling Firm**”), as agents, to assist in the Offering and that the Agent may determine, and shall be solely responsible for, the remuneration payable to any such Selling Firm appointed. The Agent shall ensure that any Selling Firm appointed pursuant to this Agreement or with whom the Agent has a contractual relationship with respect to the Offering, if any, agrees with the Agent to comply with the covenants and obligations of the Agent herein, to the extent applicable.

TERMS AND CONDITIONS

The following are additional terms and conditions of this Agreement between the Corporation and the Agent.

1. Definitions

(1) Where used in this Agreement, or in any amendment to this Agreement, the following terms will have the following meanings, respectively:

“**affiliate**” means an affiliate as defined in National Instrument 45-106 – *Prospectus Exemptions*.

“**Agent**” has the meaning given to that term above.

“**Agent’s Commission**” has the meaning given to that term above.

“**Agent’s Counsel**” means Borden Ladner Gervais LLP.

“**Agent’s Option**” has the meaning given to that term above.

“**Agent’s Option Closing Date**” has the meaning given to that term above.

“**Agent’s Option Closing Time**” has the meaning given to that term above.

“**Agent’s Option Units**” has the meaning given to that term above.

“**Agreement**” means this agency agreement, including the schedules hereto, as modified, amended and/or supplemented from time to time.

“**Alternative Transaction**” has the meaning given to that term in Section 20 of this Agreement.

“**Anti-Money Laundering Laws**” has the meaning given to that term in Section 9(1)(rr) of this Agreement.

“**Authorizations**” means any approval, consent, exemption, ruling, authorization, notice, permit, including an import permit, export permit or acknowledgement that may be required from any Governmental Body pursuant to applicable Laws, or which is otherwise required under applicable Laws for the parties to perform the Corporation’s obligations under this Agreement or in relation to the Drug Products or other aspects of the Business, including any ethical review board approval or other authorization for a study or other authorizations related to the Drug Products or other aspects of the Business;

“**BCSC**” means the British Columbia Securities Commission.

“**Board of Directors**” means the board of directors of the Corporation.

“**Business**” means the business of development, manufacturing (directly or through a third party), clinical trial management and commercialization of the Drug Products or other drug products in the jurisdictions in which the Corporation operates, including in the context of any clinical trial, research, development or other work.

“**Business Assets**” means all tangible and intangible property and assets owned (either directly or indirectly), leased, licensed, loaned, operated or used by the Corporation in connection with the Business, including all real property, fixed assets, facilities, equipment, inventories, accounts receivable and the Corporation IP.

“**Business Day**” means a day which is not a Saturday, a Sunday or a day on which Canadian chartered banks are not open for business in Toronto, Ontario or Vancouver, British Columbia.

“**Canadian Securities Laws**” means, collectively, the applicable securities laws of each of the Qualifying Jurisdictions including the respective regulations and rules made under those securities laws together with all applicable published national and local instruments, policy statements, notices, blanket orders and rulings of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions.

“**CDS**” means CDS Clearing and Depository Services Inc.

“**CDSA**” means the *Controlled Drugs and Substances Act* (Canada).

“**Claim**” has the meaning given to that term in Section 15(1) of this Agreement.

“**Closing**” means the completion of the Offering.

“**Closing Date**” means December 16 or any earlier or later date as may be agreed to in writing by the Corporation and the Agent, each acting reasonably, provided such date is no later than December 31, 2020.

“**Closing Time**” means 11:00 a.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as may be agreed to by the Corporation and the Agent.

“**Common Share**” has the meaning given to that term above.

“**Communication**” has the meaning given to that term in Section 19(1) of this Agreement.

“**Comparables**” has the meaning given to it in Part 13 of NI 41-101.

“**Compensation Unit**” has the meaning given to that term above.

“**Compensation Unit Share**” has the meaning given to that term above.

“**Compensation Unit Warrant**” has the meaning given to that term above.

“**Compensation Unit Warrant Share**” has the meaning given to that term above.

“**Compensation Option Certificate**” has the meaning given to that term above.

“**Compensation Options**” has the meaning given to that term above.

“**Condition of the Corporation**” means the Business, affairs, operations, assets, Business Assets, liabilities (contingent or otherwise), prospects or capital of the Corporation taken as a whole.

“**controlled substance**” has the meaning given to that term in section 2(1) of the CDSA.

“**Corporate Finance Fee Units**” has the meaning given to that term above.

“**Corporate Finance Fee Unit Share**” has the meaning given to that term above.

“**Corporate Finance Fee Unit Warrant**” has the meaning given to that term above.

“**Corporate Finance Fee Warrant Share**” has the meaning given to that term above.

“**Corporation**” has the meaning given to that term above.

“**Corporation IP**” means the Intellectual Property Rights owned by the Corporation, whether through development, creation, conception or acquisition.

“**Corporation’s Auditors**” means the Corporation’s independent auditor, Smythe LLP.

“**Corporation’s Counsel**” means Pushor Mitchell LLP.

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

“**CSE**” means the Canadian Securities Exchange.

“**Distribution**” has the meaning given to that term under Canadian Securities Laws.

“**Drug Product**” means any drug product regulated for sale under the FDR-C or similar laws outside of Canada as a prescription drug for administration by a health care practitioner or use under the supervision of a health care practitioner, in the treatment of a defined indication, and that includes either psilocybin or razoxane as an active pharmaceutical ingredient.

“**Environmental Laws**” has the meaning given to that term in Section 9(1)(pp) of this Agreement.

“**FCPA**” has the meaning given to that term in Section 9(1)(qq) of this Agreement.

“**FDA**” mean the *Food and Drugs Act* (Canada).

“**FDR-C**” means part C of the *Food and Drugs Regulations* (Canada) of the FDA.

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

“**Final Passport System Decision Document**” means the receipt issued by the BCSC, in its capacity as principal regulator under the Passport System, evidencing that final receipts of the Securities Commissions in each of the Qualifying Jurisdictions have been issued in respect of the Final Prospectus.

“**Final Prospectus**” means the (final) long-form prospectus of the Corporation dated December 8, 2020 relating to the qualification for Distribution of the Offered Units in the Qualifying Jurisdictions.

“Governmental Body” means any:

- (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or instrumentality, domestic or foreign,
- (ii) any subdivision, agent, commission, board or authority of any of the foregoing,
- (iii) any formulary body with responsibility for determining listability of the Drug Products on any applicable formulary or for determining the pricing of the Drug Products for reimbursement, with jurisdiction to review the pricing of and payment for the Drug Products under applicable Laws,
- (iv) 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, or
- (v) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes Regulatory Authorities.

“Hazardous Materials” has the meaning given to that term in Section 9(1)(pp) of this Agreement.

“IFRS” means International Financial Reporting Standards.

“Indemnified Party” has the meaning given to that term in Section 15 of this Agreement.

“Indemnitor” has the meaning given to that term in Section 15 of this Agreement.

“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 Body, 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) 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, trademark, industrial design and copyright, and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the applicable Laws of any jurisdiction which the Corporation operates.

“Investor Presentation” means the Template Version of the Investor Presentation filed with the Securities Commissions on December 1, 2020.

“Laws” means Canadian Securities Laws and all statutes, regulations, statutory rules, orders, bylaws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgement, order, decision, ruling or award and terms and conditions of any grant of approval, permission, authority or license of any Governmental Body, and the term “applicable” with respect to such Laws apply to such persons or its or their business, undertaking, property or securities and emanate from a Governmental Body having jurisdiction over the person or persons or its or their business, undertaking, property or securities.

“Lien” means any mortgage, charge, pledge, hypothec, claim, security interest, assignment, lien (statutory or otherwise), title retention agreement or other encumbrance of any nature, including any arrangement or condition which, in substance, secures payment or performance of an obligation.

“Lock-up Agreements” has the meaning given to that term in Section 11(1)(g) of this Agreement.

“Lock-up Period” has the meaning given to that term in Section 11(1)(g) of this Agreement.

“Locked-up Persons” has the meaning given to that term in Section 11(1)(g) of this Agreement.

“Losses” has the meaning given to that term in Section 15 of this Agreement.

“Marketing Materials” has the meaning given to it in Part 1 of NI 41-101.

“Marketing Materials of the Corporation” means, collectively, the Investor Presentation and the Template Version of the indicative term sheet filed with the Securities Commissions on November 12, 2020.

“Material Adverse Effect” means any event, change, fact, or state of being which could reasonably be expected to have a significant and adverse effect on the Business, affairs, capital, operation, properties, permits, assets, liabilities (absolute, accrued, contingent or otherwise),

condition (financial or otherwise) or prospects of the Corporation and its Subsidiaries considered on a consolidated basis.

“**misrepresentation**”, “**material fact**” and “**material change**” mean, with respect to circumstances to which the Canadian Securities Laws of a particular Qualifying Jurisdiction are applicable, a misrepresentation, material fact or material change, respectively, as defined under the Canadian Securities Laws of that Qualifying Jurisdiction and, if not so defined or in circumstances in which the particular Canadian Securities Laws of a particular Qualifying Jurisdiction are not applicable, mean a misrepresentation, material fact or material change, respectively, as defined under the *Securities Act* (British Columbia).

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

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

“**OFAC**” has the meaning given to that term in Section 9(1)(vv) of this Agreement.

“**Offered Units**” has the meaning given to that term above.

“**Offering**” means the Distribution of the Offered Units pursuant to this Agreement and as contemplated by the Prospectus.

“**Offering Documents**” means the Preliminary Prospectus, the Final Prospectus, the Marketing Materials of the Corporation and any Supplementary Material.

“**Offering Price**” has the meaning given to that term above.

“**Passport System**” means the passport system procedures provided for under Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*.

“**Permitted Liens**” means:

- (i) Liens for taxes and other governmental charges and assessments not yet due or delinquent or being contested in good faith by appropriate proceedings,
- (ii) Liens imposed by Law and incurred in the ordinary course for obligations not yet due or delinquent,
- (iii) Liens in respect of pledges or deposits under workers compensation, social security or similar laws, other than with respect to any amounts which are

due or delinquent, unless such amounts are being contested in good faith by appropriate proceedings,

- (iv) Liens for indebtedness arising in the ordinary course of business which is incurred to pay all or part of the purchase price of any personal or movable property, and
- (v) Liens described in the Offering Documents.

“**person**” includes any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, Governmental Body or other organization or entity, whether or not a legal entity, however designated or constituted.

“**Preliminary Passport System Decision Document**” means the receipt issued by the BCSC, in its capacity as principal regulator under the Passport System, evidencing that receipts of the Securities Commissions in each of the Qualifying Jurisdictions have been issued in respect of the Preliminary Prospectus.

“**Preliminary Prospectus**” means the preliminary long form prospectus of the Corporation dated November 12, 2020 relating to the qualification for Distribution of the Offered Units in the Qualifying Jurisdictions.

“**President’s List Purchasers**” has the meaning given to that term above.

“**Principals**” has the meaning given to that term in National Policy 46-201 – *Escrow for Initial Public Offerings*.

“**Prospectus**” means any one of the Preliminary Prospectus and the Final Prospectus.

“**Prospectus Amendment**” means any amendment to the Preliminary Prospectus or the Final Prospectus.

“**psilocybin**” means 3-[2-(dimethylamino)ethyl]-4-phosphoryloxyindole and any salt thereof.

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

“**razoxane**” means 4,4'-(Propane-1,2-diyl)bis(piperazine-2,6-dione) and any salt thereof.

“**Regulatory Authorities**” means the Securities Commissions and the CSE.

“**Securities Commission**” means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions.

“**Selling Firm**” has the meaning given to that term above.

“**Standard Term Sheet**” has the meaning given to that term under NI 41-101.

“**Subsidiary**” means a subsidiary as defined in Section 1.1 of National Instrument 45-106 – *Prospectus Exemptions*, and Subsidiaries means more than one such Subsidiary.

“**Supplementary Material**” means, collectively, any Prospectus Amendment (including the Marketing Materials of the Corporation incorporated by reference therein) required to be prepared and/or filed by the Corporation under Canadian Securities Laws.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Template Version**” has the meaning given to that term in NI 41-101.

“**Transfer Agent**” means Computershare Investor Services Inc.

“**Units**” has the meaning given to that term above.

“**Unit Share**” has the meaning given to that term above.

“**Unit Warrant**” has the meaning given to that term above.

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

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

“**Warrant**” has the meaning given to that term above.

“**Warrant Indenture**” has the meaning given to that term above.

“**Warrant Share**” has the meaning given to that term above.

(2) Capitalized terms used but not defined in this Agreement have the meanings given to them in the Final Prospectus.

- (3) Any reference in this Agreement to a section, paragraph, subsection, subparagraph, clause or subclause will refer to a section, paragraph, subsection, subparagraph, clause or subclause of this Agreement.
- (4) All words and personal pronouns relating to those words will be read and construed as the number and gender of the party or parties referred to in each case required and the verb will be construed as agreeing with the required word and/or pronoun.
- (5) In this Agreement, all references to money amounts are to Canadian currency.
- (6) The schedules to this Agreement are incorporated by reference in, and form an integral part of, this Agreement.
- (7) Where the phrase "to the knowledge of" is used in respect of the Corporation, such phrase will mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon the actual knowledge of management of the Corporation after appropriate inquiries and investigations in connection with such facts and circumstances that would ordinarily be made by senior officers in the discharge of their duties.

2. Appointment of Agent

- (1) The Corporation appoints the Agent as its exclusive agent in respect of the Offering and the Agent accepts the appointment and agrees to act as the exclusive agent of the Corporation in respect of the Offering to use its commercially reasonable efforts to sell the Offered Units in the Qualifying Jurisdictions. The Agent agrees to use its commercially reasonable efforts to sell the Offered Units, but it is hereby understood and agreed that the Agent shall act as agent only and is under no obligation to purchase any of the Offered Units, although the Agent may subscribe for the Offered Units if it so desires.
- (2) The Offering is subject to receipt of subscription proceeds of not less than \$4,350,000 (the "**Minimum Offering**"). All subscription funds received by the Agent will be held in trust by the Agent until funds representing the Minimum Offering have been received. Notwithstanding any other term of this Agreement, if the Minimum Offering is not attained on or before 90 days from the issuance of a Final Passport System Decision Document, the Offering will be discontinued and all subscription funds received by the Agent will be returned to purchasers without interest or deduction, unless a Prospectus Amendment has been filed and a receipt has been issued by the BCSC, in its capacity as principal regulator under the Passport System, for such Prospectus Amendment, in which case the Minimum Offering must be attained on or before 90 days from the issuance of the receipt for such Prospectus Amendment.

- (3) The Compensation Options and Corporate Finance Fee Units shall be qualified under and distributed pursuant to the Offering Documents to the extent permitted by NI 41-101. The Agent hereby acknowledges that:
- (a) NI 41-101 restricts the maximum number of securities being issued to an agent as compensation which may be qualified under a prospectus ("**Qualified Compensation Securities**") to not more than 10% of the number of securities being offered;
 - (b) for the purposes of the Offering, the Compensation Options (and the Compensation Unit Shares issuable upon exercise thereof and the Compensation Unit Warrant Shares issuable upon exercise of the Compensation Unit Warrants) in an amount of 5% and the Corporate Finance Fee Unit Shares (and the Corporate Finance Fee Warrant Shares issuable upon exercise of the Corporate Finance Fee Unit Warrants) in an amount of 5% of the aggregate number of Offered Units are Qualified Compensation Securities and are qualified for distribution by the Prospectus; and
 - (c) to the extent that the Agent is entitled to receive securities as compensation exceeding 10% of the Offered Units sold, those securities exceeding the 10% threshold will not be Qualified Compensation Securities, will not be qualified for distribution under the Prospectus, and will be subject to a four month hold period in accordance with Canadian Securities Laws.

3. Qualification of the Offered Units

- (1) The Corporation represents and warrants to the Agent that the Corporation has prepared and filed the Preliminary Prospectus with the Securities Commissions and has obtained a Preliminary Passport System Decision Document evidencing the issuance by the Securities Commissions of a receipt for the Preliminary Prospectus. The Corporation also represents and warrants to the Agent that the Corporation has filed the Marketing Materials of the Corporation with the Securities Commissions. The Corporation covenants that it shall as soon as possible and, in any event, by not later than 8:00 p.m. (Toronto time) on December 8, 2020, file in accordance with Canadian Securities Laws the Final Prospectus in form and substance satisfactory to the Agent together with all other documents and certificates required to be filed under Canadian Securities Laws in each of the Qualifying Jurisdictions and obtain a Final Passport System Decision Document therefor.
- (2) The Corporation shall co-operate in all respects with the Agent to allow and assist the Agent to participate in the preparation of the Final Prospectus and to conduct all due diligence investigations which the Agent reasonably requires in order to (i) fulfill its

obligations as an agent under Canadian Securities Laws and (ii) enable the Agent to responsibly execute the certificate contained in the Final Prospectus required to be executed by the Agent. The Corporation shall promptly provide copies of the Final Passport System Decision Document to the Agent and the Agent's Counsel as soon as it has been obtained.

- (3) The Corporation shall fulfill and comply with, to the satisfaction of the Agent, acting reasonably, all requirements of applicable Canadian Securities Laws to be fulfilled or complied with by it to qualify the Distribution of the Offered Units, the Compensation Options (and the Compensation Unit Shares issuable upon exercise thereof and the Compensation Unit Warrant Shares issuable upon exercise of the Compensation Unit Warrants) in an amount of 5% and the Corporate Finance Fee Unit Shares (and the Corporate Finance Fee Warrant Shares issuable upon exercise of the Corporate Finance Fee Unit Warrants) in an amount of 5% of the aggregate Offered Units in the Qualifying Jurisdictions through the Agent and other properly registered Selling Firms who have complied with the relevant provisions of Canadian Securities Laws.

4. Documents to be Delivered

- (1) On or prior to the time of filing of the Final Prospectus, the Corporation shall deliver to the Agent (except to the extent such documents have been previously delivered to the Agent or are available on SEDAR):
 - (a) a copy of the Preliminary Prospectus and the Final Prospectus signed as required by the Laws of each of the Qualifying Jurisdictions;
 - (b) a copy of all other documents and certificates that were required to be filed by the Corporation in connection with the filing of the Preliminary Prospectus under Canadian Securities Laws;
 - (c) a long form comfort letter of the Corporation's Auditors dated the date hereof, addressed to the Agent and the Board of Directors, in form and substance satisfactory to the Agent and the Agent's Counsel, verifying certain financial and accounting information relating to the Corporation and other numerical data in the Marketing Materials of the Corporation and the Final Prospectus, which comfort letter shall be based on a review by the Corporation's Auditors having a cut-off date of not more than two Business Days prior to the date of the letter and shall be in addition to the reports of the Corporation's Auditors contained in the Final Prospectus and the consent letter of the Corporation's Auditors addressed to the Securities Commissions; and

- (d) a letter from the CSE advising the Corporation that conditional approval of the listing of the Common Shares (including the Unit Shares, the Warrant Shares, the Compensation Unit Shares, the Compensation Unit Warrant Shares, the Corporate Finance Fee Unit Shares and the Corporate Finance Fee Warrant Shares) has been granted by the CSE, subject to the satisfaction of the customary conditions set out therein.
- (2) The Corporation shall also deliver to the Agent promptly after the filing of the Final Prospectus in the Qualifying Jurisdictions, but in any event prior to the Closing Time, a copy of all such documents and certificates that are required to be filed by the Corporation in connection with the Final Prospectus under Canadian Securities Laws.

5. Prospectus Amendments and other Supplementary Materials

- (1) Subject to compliance with Section 8, in the event that the Corporation is required by Canadian Securities Laws to prepare and file any Prospectus Amendment, the Corporation shall promptly deliver to the Agent duly signed copies of any Prospectus Amendment and any other document required to be filed under Section 8(2). The Prospectus Amendment shall be in form and substance satisfactory to the Agent, acting reasonably. Concurrently with the delivery of any Prospectus Amendment, the Corporation shall deliver to the Agent with respect to such Prospectus Amendment, letters and opinions similar to those referred to in Section 4(1)(b) through Section 4(1)(d).
- (2) Subject to compliance with Section 8, in the event that the Corporation is required by Canadian Securities Laws to prepare and file any Supplementary Material other than a Prospectus Amendment, the Corporation shall promptly deliver to the Agent such Supplementary Material. Such Supplementary Material shall be in form and substance satisfactory to the Agent, acting reasonably.

6. Delivery Constitutes Representation and Consent

- (1) Delivery of the Preliminary Prospectus, the Final Prospectus and any other Supplementary Material shall constitute, at the respective times of delivery,
 - (a) a representation and warranty by the Corporation to the Agent that:
 - (i) all information and statements (except information and statements relating solely to the Agent furnished to the Corporation in writing specifically for use therein) contained in the Preliminary Prospectus, the Final Prospectus and any other Supplementary Material are true and correct in all material respects and contain no misrepresentation and constitute full, true and plain

disclosure of all material facts relating to the Corporation and the Offered Units as required by Canadian Securities Laws (except facts or information provided in writing by, and relating solely to, the Agent);

- (ii) no material fact or information has been omitted from such disclosure (except facts or information provided in writing by, and relating solely to, the Agent) that is required to be stated in such disclosure or that is necessary to make a statement contained in such disclosure not misleading in the light of the circumstances under which it was made;
 - (iii) the statistical, industry and market-related data included in the Preliminary Prospectus, the Final Prospectus and any other Supplementary Material are based on or derived from sources that are believed by the Corporation to be reliable and accurate in all material respects, and the Corporation has, where required, obtained the consent to the use of such data or information from such sources or has otherwise satisfied itself that the use of such data or information is permitted; and
 - (iv) the Preliminary Prospectus, the Final Prospectus and any Prospectus Amendment comply in all material respects with Canadian Securities Laws; and
- (b) the consent of the Corporation to the use of the Prospectus and any other Supplementary Material by the Agent and the Selling Firms for the Distribution of the Offered Units in the Qualifying Jurisdictions in compliance with the provisions of this Agreement and Canadian Securities Laws.

7. Commercial Copies

- (1) The Corporation shall cause commercial copies of the Final Prospectus to be delivered to the Agent, without charge, in such numbers and in such cities as the Agent may reasonably request by written or oral instructions to the printer of such documents. Such delivery shall be effected as soon as possible after filing of the Final Prospectus, but in any event on or before 12:00 p.m. (Toronto time) on the second Business Day following the date the Corporation receives the Final Passport System Decision Document (for deliveries in Toronto) and 12:00 p.m. (local time) on the third Business Day following the date Final Passport System Decision Document (for deliveries in Canada, other than in Toronto). The Corporation shall similarly cause to be delivered commercial copies of any Prospectus Amendment.

8. Material Change

- (1) Commencing on the date hereof and until the completion of the Distribution of the Offered Units, the Corporation shall promptly notify the Agent in writing of:
 - (a) any change (actual, anticipated, contemplated, proposed or threatened, financial or otherwise) in the Condition of the Corporation;
 - (b) any change in any material fact (which shall include the disclosure of any previously undisclosed material fact) contained in the Final Prospectus or any Supplementary Material; or
 - (c) the discovery of any material fact that would have been required to be disclosed in the Final Prospectus or any Supplementary Material had it been discovered on or prior to the date of such document,

which is, or may be, of such a nature as to render the Final Prospectus or any Supplementary Material misleading or untrue or would result in a misrepresentation therein or would result in the Final Prospectus or any Supplementary Material not complying (to the extent such compliance is required) with Canadian Securities Laws.

- (2) The Corporation will promptly (and in any event within any applicable time limitation) comply with all legal requirements under Canadian Securities Laws required as a result of an event described in Section 8(1) in order to continue to qualify the Distribution of the Offered Units, the Compensation Options (and the Compensation Unit Shares issuable upon exercise thereof and the Compensation Unit Warrant Shares issuable upon exercise of the Compensation Unit Warrants) in an amount of 5% and the Corporate Finance Fee Unit Shares (and the Corporate Finance Fee Warrant Shares issuable upon exercise of the Corporate Finance Fee Unit Warrants) in an amount of 5% of the aggregate Offered Units in each of the Qualifying Jurisdictions, including the prospectus amendment provisions of Canadian Securities Laws, and the Corporation will prepare and file to the satisfaction of the Agent, acting reasonably, any Supplementary Material which, in the opinion of the Agent, may be necessary or advisable.
- (3) In addition to the provisions of Section 8(1) and Section 8(2), the Corporation will, in good faith, discuss with the Agent any change, event or fact contemplated in Section 8(1) which is of such a nature that there may be reasonable doubt as to whether notice should be given to the Agent under Section 8(1) and will consult with the Agent with respect to the form and content of any Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such Supplementary Material will be filed with any Securities Commission prior to the review and approval by the Agent and the Agent's

Counsel. The Corporation shall also co-operate in all respects with the Agent to allow and assist the Agent to participate in the preparation of any Supplementary Material and to conduct all due diligence investigations during the period of Distribution which the Agent reasonably requires in order to (i) fulfill its obligations as Agent under Canadian Securities Laws and (ii) enable the Agent to responsibly execute any certificate related to such Supplementary Material required to be executed by the Agent and complete the Offering.

- (4) Commencing on the date hereof and until the completion of the Distribution, the Corporation shall promptly notify the Agent in writing of:
- (a) any request by any Securities Commission that the Corporation make any amendment to the Preliminary Prospectus, the Final Prospectus, any Supplementary Material or that the Corporation provide any additional information in respect of the Offering; and
 - (b) the receipt by the Corporation or any written communication from any Securities Commission or any other Governmental Body relating to the Prospectus or the Distribution of the Offered Units.

9. Representations, Warranties and Covenants of the Corporation

- (1) The Corporation represents and warrants to the Agent, and acknowledges that the Agent is relying on such representations and warranties, that:
- (a) except as disclosed in the Final Prospectus, since August 31, 2020: (i) there has not been any material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the Condition of the Corporation, (ii) there have been no transactions entered into by the Corporation which are material with respect to the Corporation, other than those in the ordinary course of business, and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Corporation on any class of its shares;
 - (b) as at the date hereof, the Corporation (i) is a corporation existing under the laws of British Columbia and is and will at the Closing Time be current and up-to-date with all material filings required to be made and in good standing under the *Business Corporations Act* (British Columbia), (ii) has all requisite corporate power and capacity to own, lease and operate its properties and assets, including its Business Assets, and to conduct its Business as now carried on by it or proposed to be carried on by it, and (iii) has, and at the Closing Time will have, all requisite corporate power and authority to issue and sell the Offered Units, to create and issue the Compensation Options, to create and issue the Corporate Finance Fee Units and to

execute, deliver and perform its obligations under this Agreement, the Warrant Indenture and the Compensation Option Certificate;

- (c) no act or proceeding has been taken by or against the Corporation in connection with its liquidation, winding-up or bankruptcy, or, to its knowledge, are pending;
- (d) as of the date hereof, the Corporation has authorized share capital consisting of an unlimited number of Common Shares, of which an aggregate of 39,291,722 Common Shares are issued and outstanding; and an unlimited number of preferred shares, none of which are issued and outstanding;
- (e) the Corporation has no Subsidiaries;
- (f) the form of Compensation Option Certificate respecting the Compensation Options has been approved and adopted by the Board of Directors and does not conflict with any applicable Law and complies with the rules and regulations of the CSE;
- (g) all of the issued and outstanding Common Shares of, or other equity interests in, the Corporation have been duly and validly authorized and issued, are fully paid and non-assessable, and are free and clear of any Liens;
- (h) the Unit Shares, at or prior to the Closing Time, the Warrant Shares, upon the exercise of the Unit Warrants, the Compensation Unit Shares, upon the exercise of the Compensation Options, the Compensation Unit Warrant Shares, upon the exercise of the Compensation Unit Warrants, the Corporate Finance Fee Unit Shares, at or prior to the Closing Time, and the Corporate Finance Fee Warrant Shares, upon the exercise of the Corporate Finance Fee Unit Warrants, shall be duly and validly authorized for issuance and sale pursuant to this Agreement and when issued and delivered by the Corporation pursuant to this Agreement, 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 or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;
- (i) the Unit Warrants, the Compensation Unit Warrants and the Corporate Finance Fee Unit Warrants have been duly authorized for issuance and sale pursuant to this Agreement and the Warrant Indenture and the maximum number of Warrant Shares, Compensation Unit Warrant Shares and Corporate Finance Fee Warrant Shares issuable upon due exercise of the Unit Warrants, the Compensation Unit Warrants and the Corporate Finance Fee Unit Warrants, respectively, have been duly authorized for issuance upon due exercise of such Warrants in accordance with

the terms of the Warrant Indenture and, when so issued, will be validly issued, fully paid and non-assessable. Such Common Shares, upon due exercise of any Warrants, will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

- (j) the Compensation Options have been duly authorized for issuance pursuant to this Agreement and the Compensation Option Certificate and the maximum number of Compensation Unit Shares issuable upon due exercise of the Compensation Options have been duly authorized for issuance upon due exercise of such Compensation Options and, when so issued, will be validly issued, fully paid and non-assessable. Such Common Shares, upon due exercise of any Compensation Options, will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;
- (k) the holders of the Warrants, the Compensation Unit Warrants and the Corporate Finance Fee Unit Warrants are entitled to the benefit of the Warrant Indenture (subject to the terms of the Warrant Indenture), and no registration, filing or recording of, or with respect to, the Warrant Indenture is necessary in order to preserve or protect the validity or enforceability of the Warrant Indenture or the Warrants, the Compensation Unit Warrants and the Corporate Finance Fee Unit Warrants issued under the Warrant Indenture;
- (l) all necessary corporate action has been taken by the Corporation (i) to authorize the execution, delivery and performance of this Agreement, the Warrant Indenture and the Compensation Option Certificate, (ii) to authorize the execution and filing, as applicable, of the Offering Documents, (iii) to validly issue and sell the Offered Units; (iv) to validly issue the Unit Shares and the Corporate Finance Fee Unit Shares as fully paid and non-assessable Common Shares, (v) to validly issue the Unit Warrants, the Compensation Options and the Corporate Finance Fee Unit Warrants, (vi) to validly issue the Compensation Unit Warrants, upon due exercise of the Compensation Options, and (vii) to validly issue the Warrant Shares, the Compensation Unit Shares, the Compensation Unit Warrant Shares and the Corporate Finance Fee Warrant Shares upon due exercise of the Unit Warrants, the Compensation Options, the Compensation Unit Warrants and the Corporate Finance Fee Unit Warrants, as applicable, as fully paid and non-assessable Common Shares.
- (m) this Agreement, the Warrant Indenture and the Compensation Option Certificate have been duly authorized, executed and delivered by the Corporation and each of this Agreement, the Warrant Indenture and the Compensation Option Certificate

constitute a valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except (i) as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights of creditors generally, (ii) as limited by the application of equitable principles when equitable remedies are sought, (iii) that rights to indemnity and contribution may be limited under applicable Law, and (iv) that provisions that attempt to sever any provision which is prohibited or unenforceable under applicable Law without affecting the enforceability or validity of the remainder of the agreement would be determined only in the discretion of the court;

- (n) the execution, delivery and performance by the Corporation of this Agreement, the Warrant Indenture and the Compensation Option Certificate, as applicable, and the fulfilment of the terms of such documents by the Corporation and the issuance, sale and delivery of the Offered Units to be issued and sold by the Corporation, the issuance and delivery of the Compensation Options to be issued by the Corporation, and the issuance and delivery of the Corporate Finance Fee Units to be issued by the Corporation does not require the consent, approval, Authorization, registration or qualification of or with any court, Governmental Body or other third party, except: (i) those which have been obtained (or will be obtained prior to the Closing Time), or (ii) those as may be required (and will be obtained prior to the Closing Time) under applicable Canadian Securities Laws;
- (o) the issuance and delivery of the Offered Units pursuant to this Agreement is not subject to any pre-emptive right in favour of any person that has not been complied with or waived; on the issuance thereof, the Offered Units will not be subject to any right of first refusal, or similar right in favour of any person, that is imposed under any contract, agreement or understanding to which the Corporation is a party;
- (p) other than as disclosed in the Final Prospectus, no person (except for the Agent hereunder) has an agreement (oral or written) or option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement for the subscription or issuance by Corporation of any unissued shares of the Corporation, or for the purchase or acquisition, outside of the ordinary course of business, of any of the Business Assets or material property of any kind of the Corporation;
- (q) upon the completion of the transactions contemplated hereunder, any shareholders agreement or similar agreement to which the Corporation is a party or under which it is bound will be terminated or will automatically (based on the terms thereof) expire (except for lock-up, confidentiality and other provisions for the benefit of the Corporation that, by their terms, survive termination or expiry);

- (r) except for contracts, agreements or understandings expired in accordance with their terms prior to the date of this Agreement, there are no contracts, agreements or understandings between the Corporation and any person granting such person the right to require the Corporation to file a registration statement under the U.S. Securities Act or to file a prospectus under Canadian Securities Laws with respect to any securities of the Corporation owned or to be owned by such person or to require the Corporation to include such securities in the Offering to which the Final Prospectus relates;
- (s) the Corporation is not in violation or default of, nor will the execution and delivery of this Agreement, the Warrant Indenture, the Compensation Option Certificate and the Offering Documents and the performance by the Corporation of its obligations hereunder and thereunder, including the issuance, sale and delivery of the Offered Units and the issuance and delivery of the Compensation Options and the Corporate Finance Fee Units will not result in a breach or violation of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under, or result in the imposition of any Lien upon any property or assets of the Corporation, including the Business Assets, pursuant to:
 - (i) any of the terms, conditions or provisions of the articles of the Corporation, or any resolution of its directors or shareholders;
 - (ii) any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound;
 - (iii) any Law applicable to the Corporation;
 - (iv) any judgement, decree, order or award of any court, Governmental Body or arbitrator having jurisdiction over any of the Corporation, of which the Corporation is aware; or
 - (v) any agreement, license or Authorization necessary for the conduct of their businesses, to which any of the Corporation is party or bound or to which any of the Business, operations, property or assets of the Corporation is subject;
- (t) the attributes of the Offered Units will be consistent in all material respects with the description thereof in the Offering Documents;

- (u) the Corporation is not in violation of any Laws, in any material respect;
- (v) 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-C, the FDR-J, the *Criminal Code*, and provincial, territorial and municipal laws relating to controlled substances and other aspects of working with the Drug Products, the *Controlled Substances Act*, the *Racketeering and Influenced and Corrupt Practices Act*, the *Travel Act*, the *Bank Secrecy Act*, the *Agricultural Improvement Act of 2018*, any applicable state corporate practice of medicine statutes or any applicable anti-money laundering statute), which may change from time to time. The Corporation has obtained, is in compliance with, has complied with, will continue to comply with or will have complied with, in all material respects with all applicable Laws, including all Authorizations, prior to the Closing Time in connection with the Offering. All Authorizations issued to date are valid and in full force and effect and the Corporation has not received any correspondence or notice from the Office of Controlled Substances, other offices of Health Canada or any Governmental Body alleging or asserting material non-compliance with any applicable Law or Authorization. The Corporation has not 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 Laws including the FDA, the FDR-C or the FDR-J and has no knowledge or reason to believe that any such Governmental Body is considering taking or would have reasonable ground to take any such action. The Corporation is not aware of any non-compliance with any applicable Law, including the CDSA, the FDA, the FDR-C, the FDR-J, the *Criminal Code* or any provincial, territorial or municipal legislation that the Corporation has reason to believe could result in a Material Adverse Effect;
- (w) all research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted or contemplated by the Corporation in connection with the Business are being or will be conducted in compliance, in all material respects, with all industry, laboratory safety, management and training standards in the jurisdiction where such activities take place which are applicable to the Business, and all such processes, procedures and practices required in connection with such activities are or will be in place as necessary at the applicable time, and are or will be being complied with in all material respects;

- (x) the Corporation possesses all licences, permits, franchises, certificates, registrations and Authorizations necessary to conduct its Business and own its property and assets, including the Business Assets, and is not in default or breach of any of the foregoing;
- (y) the Corporation is not in breach of, conflict with, or default under, and no event or omission has occurred which after notice or lapse of time or both, would constitute a breach of, conflict with, or default under, or would result in the acceleration or maturity of any material indebtedness or other material liabilities or obligations under any mortgage, hypothec, note, indenture, contract, agreement (written or oral), instrument, lease, licence or other document to which it is a party or is subject or by which it is bound;
- (z) there is no action, suit or proceeding before or by any Governmental Body now pending or, to the knowledge of the Corporation, threatened against the Corporation or any of its properties or assets that is required to be disclosed in the Offering Documents or that would reasonably be expected to have a Material Adverse Effect on the Condition of the Corporation or the consummation of the transactions contemplated in this Agreement;
- (aa) no Governmental Body has issued any order preventing or suspending the trading of the Corporation's securities, the use of the Offering Documents or the Distribution of the Offered Units and the Corporation is not aware of any investigation, order, inquiry or proceeding which has been commenced or which is pending, contemplated or, to the knowledge of the Corporation, threatened by any such authority;
- (bb) the financial statements contained in the Offering Documents fairly present in all material respects the consolidated financial position, results of operations, comprehensive income, shareholders equity and cash flow of the Corporation, respectively, as at the dates and for the periods indicated and does not contain a misrepresentation. Such financial statements have been prepared in conformity with IFRS on a basis consistent throughout the periods indicated and are in accordance with the books and records of the Corporation;
- (cc) except as disclosed in the Offering Documents, there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Corporation with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital

expenditures, capital resources, or significant components of revenues or expenses of the Corporation or that would reasonably be expected to be material to an investor in making a decision to purchase the Offered Units;

- (dd) except as disclosed in the Offering Documents, the Corporation does not have any outstanding debentures, notes, mortgages or other indebtedness that is material to the Corporation;
- (ee) other than as disclosed in the Offering Documents, the Corporation does not have any contingent liabilities that would be required to be disclosed under IFRS, in excess of the liabilities that are either reflected or reserved against in the Corporation's financial statements which would reasonably be expected to be material to the Condition of the Corporation;
- (ff) the Corporation maintains, or will establish and maintain by the time following the Closing by which it will be required to do so under Canadian Securities Laws, a system of internal controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the financial statements to be fairly presented in accordance with IFRS and to maintain accountability for assets; (iii) access to its assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) material information relating to the Corporation is made known to those within the Corporation responsible for the preparation of the financial statements during the period in which the financial statements have been prepared;
- (gg)
 - (i) except with respect to the tax return of the Corporation for the fiscal year ended August 31, 2020 or for matters which would not reasonably be expected to have a Material Adverse Effect on the Condition of the Corporation, all returns, declarations, reports, estimates, information returns, elections and statements ("**Returns**") of the Corporation related to income tax required to be filed in any jurisdiction pursuant to any applicable Law have been filed, all such Returns are complete and accurate, and all amounts shown on such Returns or otherwise assessed in respect of such Returns which are due and payable have been paid, except tax assessments

against which appeals have been or will be promptly taken and as to which adequate reserves have been provided;

- (ii) all other tax Returns of the Corporation required to be filed in any jurisdiction pursuant to any applicable Law have been filed, all such Returns are complete and accurate, and all amounts shown on such Returns or otherwise assessed in respect of such Returns which are due and payable have been paid, except for such amounts, if any, as are being contested in good faith and as to which adequate reserves have been provided;
 - (iii) the Corporation has made instalments of taxes as and when required; and
 - (iv) the Corporation has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any person, including any employee, officer, director, or non-resident person, the amount of all taxes and other deductions required by applicable Law to be withheld and has duly and timely remitted the withheld amount to the appropriate taxing or other authority, has duly and timely paid all taxes and similar amounts payable by the Corporation in respect of such amounts paid or credited (including, for greater certainty, payroll-related contributions and premiums payable by the Corporation as an employer), and has duly and timely issued tax reporting slips or Returns in respect of any amount so paid or credited by it as required by applicable Law;
- (hh) the Offering Documents disclose to the extent required by applicable Canadian Securities Laws each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision case, drug, sick leave, disability, salary, continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former director, officer, employee or consultant of the Corporation;
- (ii) except as disclosed in the Offering Documents, there are no material bonuses payable outside the ordinary course of business by the Corporation to any current or former employee, officer or director of the Corporation after the Closing Date relating to their employment with the Corporation prior to the Closing Date;

- (jj) except as disclosed in the Offering Documents, the Corporation has no pension, retirement or similar plans relating to current or former employees, officers or directors of the Corporation, whether written or oral;
- (kk) to the knowledge of the Corporation:
 - (A) no executive officer of the Corporation named in the Offering Documents has advised the Corporation of any current plans to terminate his or her employment,
 - (B) except as would not result in a Material Adverse Effect on the Condition of the Corporation, no member of management of the Corporation, including the executive officers described in the Offering Documents, is subject to any secrecy or non-competition agreement or any other agreement or restriction of any kind that would impede in any way the ability of such member of management to carry out fully all activities of such employee in furtherance of the Business of the Corporation, and
 - (C) no member of management of the Corporation, including the executive officers named in the Offering Documents or any other former executive, has any claim with respect to any Corporation IP;
- (ll) except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on the Condition of the Corporation, (i) the Corporation is in compliance with the provisions of applicable federal, provincial, state, local and foreign Laws and regulations respecting employment; (ii) no labour dispute (including any strike, lock-out or work slow-down or stoppage) with the current or former employees of the Corporation exists or is pending or, to the knowledge of the Corporation is threatened or imminent, and the Corporation has no knowledge of any existing or imminent labour disturbance by the employees of the Corporation's partners, vendors, value-added resellers or agents that would impact the Corporation; (iii) the labour relations of the Corporation are satisfactory; and (iv) no union has been accredited or otherwise designated to represent any employees of the Corporation and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the premises of the Corporation and none is currently being negotiated by the Corporation;

- (mm) except for Corporation IP, which is addressed separately, the Corporation has good, valid and marketable title to and has all necessary rights in respect of all of its Business Assets as owned, leased, licensed, loaned or used by the Corporation or over which it has rights, free and clear of Liens, other than: (i) those disclosed in the Offering Documents; (ii) those which would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect on the Condition of the Corporation; or (iii) Permitted Liens, and no other rights or assets are necessary for the conduct of the Business of the Corporation as currently conducted or as proposed to be conducted, the Corporation knows of no claim or basis for any claim that might or could have a Material Adverse Effect on the rights of the Corporation to use, transfer, license, sell, operate or otherwise exploit such Business Assets and the Corporation does not have any obligation to pay any commission, license fee or similar payment to any person in respect thereof, other than as disclosed in the Offering Documents;
- (nn) all agreements with third party contractors for the provision of products or services in connection with the Business and the Business Assets have been entered into and are being performed by the Corporation and, to the knowledge of the Corporation, by all other third parties thereto, in compliance with their terms and all standard, mandatory or necessary industry standards;
- (oo) the Corporation does not own any real property and has not entered into any agreement to acquire any real property;
- (pp) except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect on the Condition of the Corporation: (i) the Corporation is not in violation of any applicable Law relating to pollution or occupational health and safety, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including Laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, “**Hazardous Materials**”) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, “**Environmental Laws**”), (ii) to the knowledge of the Corporation, there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, Liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Laws against the Corporation and (iii) to the knowledge of the Corporation, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental

Body or agency, against or affecting the Corporation relating to Hazardous Materials or any Environmental Laws;

- (qq) neither the Corporation nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or other person acting on behalf of the Corporation has, in the course of its actions for, or on behalf of, the Corporation: (i) made any direct or indirect unlawful payment to any foreign official (as defined in the *Foreign Corrupt Practices Act of 1977* (U.S.), as amended, and the rules and regulations thereunder) (collectively, the “**FCPA**”) or to any foreign public official (as defined in the *Corruption of Foreign Public Officials Act* (Canada), as amended (the “**CFPOA**”)); (ii) violated or is in violation of any provision of the FCPA or the CFPOA; or (iii) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment. The Corporation has instituted, maintain and enforce, and will continue to maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption Laws;
- (rr) the operations of the Corporation are and have been conducted in material compliance with all applicable anti-money laundering Laws of the jurisdictions in which the Corporation conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Body to which they are subject (collectively the “**Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Body or any arbitrator involving the Corporation with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened;
- (ss) neither the Corporation nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“**OFAC**”), nor is the Corporation located, organized or resident in a country or territory that is the subject or target of such sanctions; and the Corporation will not directly or indirectly use the proceeds of this Offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, or any joint venture partner or other person or entity, for the purpose of facilitating or financing the activities of or business with any person, or in any country or territory, that currently is the subject of any sanction administered by OFAC or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as agent, advisor, investor or otherwise) of sanctions administered by OFAC;

- (tt) neither the Corporation nor, to the Corporation's knowledge, any employee or agent of the Corporation, has made any contribution or other payment to any official of, or candidate for, any federal, provincial, state or foreign office in violation of any Law or of the character required to be disclosed in the Prospectus;
- (uu) the Corporation is the legal and beneficial owner of; has good and marketable title to, and the right to use and exploit; and owns all rights, title and interest in all Corporation IP free and clear of all Liens except for Permitted Liens, covenants, conditions, options to purchase and restrictions or other adverse claims or interest of any kind or nature, and the Corporation has no knowledge of any claim of adverse ownership in respect thereof. No consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Corporation IP and none of the Corporation IP includes any licensed Intellectual Property Rights (including open source software), or any improvements to licensed Intellectual Property Rights, that would give any person rights to license the Corporation IP or materially restrict the Corporation's use of or ability to exploit the Corporation IP;
- (vv) except in each case as disclosed in the Offering Documents: (i) no action, suit, proceeding or claim is pending, nor has the Corporation received any notice or claim (whether written, oral or otherwise), challenging the ownership, validity or right to use any of the Corporation IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect to Corporation IP that is material to the Business of the Corporation; (ii) to the knowledge of the Corporation, no Corporation IP that is material to the Business of the Corporation is being used or enforced by the Corporation in a manner that would result in its abandonment, cancellation or unenforceability; and (iii) to the knowledge of the Corporation, no person is infringing upon, violating or misappropriating any material Corporation IP and the Corporation is not a party to any action or proceeding that alleges that any person has infringed, violated or misappropriated any Corporation IP;
- (ww) except in each case as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Condition of the Corporation and/or where it was commercially reasonable to take or omit to take any action: (i) all applications for registration of Corporation IP have been properly filed and have been diligently prosecuted, maintained and pursued by the Corporation in the ordinary course of business; (ii) no application for registration of Corporation IP has been finally rejected or denied by the applicable reviewing authority; (iii) all material registrations of Corporation IP are in good standing and are recorded in

the name of the Corporation in the appropriate offices to preserve the rights thereto; (iv) all fees or payments required to keep the Corporation IP in force or in effect have been paid; and (v) no registration of Corporation IP has expired, become abandoned, been cancelled or expunged, been dedicated to the public, or has lapsed for failure to be renewed or maintained;

- (xx) except in each case as disclosed in the Offering Documents:
- (i) to the extent any Corporation IP that is material to the Business was invented, developed, modified, created, conceived, supported or reduced to practice, in whole or in part, by current or past employees or independent contractors of the Corporation, the Corporation has obtained written agreements providing for confidentiality, non-disclosure and assignment of inventions executed by all of such employees and independent contractors, including confirmatory assignments naming by serial number, title and any other relevant identifying information, any specific Corporation IP assets that are registered or for which registration is pending; and
 - (ii) the Corporation treats its software products, including all source code therein, as confidential and proprietary business information and have taken commercially reasonable steps to protect the source code as trade secrets;
- (yy) to the knowledge of the Corporation, (i) the conduct of the Business of the Corporation as now conducted does not infringe, violate, misappropriate or otherwise conflict with any material Intellectual Property Rights of any person; and (ii) the Corporation is not a party to any action or proceeding, and there is no action or proceeding threatened, that alleges that the Corporation has infringed, violated or misappropriated any material Intellectual Property Rights of any person;
- (zz) the Corporation has security measures and safeguards in place to protect personal information it collects from patients, 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, or will have such security measures and safeguards in place prior to possessing such information. To the knowledge of the Corporation, the Corporation has complied with all applicable privacy and consumer protection legislation, applicable to the Corporation and each applicable health information Law and has not collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy Laws, whether collected directly or from third parties, in an unlawful manner. The 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 as required by applicable Laws. Except as disclosed in the Offering Documents, there has been no loss, damage, or unauthorized access, intrusions, use modification, or other misuse of any information collected, controlled or held by the Corporation. To the knowledge of the Corporation, no person has provided any notice, made any claim, or commenced any proceeding with respect to loss, damage, or unauthorized access, use or modification, or other misuse of any such information by the Corporation; and there is no reasonable basis for any such notice, claim or proceeding. The execution and delivery this Agreement and the performance of the transactions contemplated hereby does not violate any privacy policy, terms of use, agreement or applicable Laws relating to the use, dissemination, or transfer of any information;

- (aaa) except as described in or contemplated in the Offering Documents or as provided under the Laws applicable to the Corporation, the Corporation is not currently, and will not be immediately following the Closing, prohibited from paying any dividends or from making any other distributions on its share capital or repaying any loans, advances or other indebtedness;
- (bbb) except as disclosed in the Offering Documents, to the knowledge of the Corporation, none of the directors or officers or employees of the Corporation, any person who owns or exercises control over, directly or indirectly, more than 10% of the Common Shares, or any associate or affiliate of any of the foregoing, has, or has had within the last three years, any material interest, direct or indirect, in any transaction, or in any proposed transaction (within the meaning of Item 11 of Form 51-102F5 – *Information Circular*), that has materially affected or will materially affect the Corporation;
- (ccc) to the knowledge of the Corporation, none of the Corporation’s directors or officers is now, or has ever been, subject to an order or ruling of any securities Regulatory Authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on any stock exchange;
- (ddd) the minute books and corporate records of the Corporation made available to the Agent’s Counsel or its local agent counsel in connection with due diligence investigations of the Corporation for the period from the date of incorporation to the date of examination thereof contain all material proceedings of the shareholders and the Board of Directors (and any committees of the Board of Directors) of the Corporation;

- (eee) other than the Agent and the Selling Firms, there is no person acting or purporting to act at the request of the Corporation, who is entitled to any commission, finder's fee, advisory fee, Agent's Commission or agency fee in connection with, or as a result of, the Offering;
- (fff) the Corporation's Auditors are independent public accountants as required under Canadian Securities Laws and there has not been any disagreement (within the meaning of NI 51-102) with the present or any former auditors of the Corporation;
- (ggg) upon completion of the Offering, the Board of Directors will have validly appointed an audit committee and the Board of Directors and its audit committee will have adopted a charter that satisfies the requirements of National Instrument 52-110 – *Audit Committees*;
- (hhh) other than as disclosed in the Offering Documents, no acquisition has been made by the Corporation during the three most recently completed financial years of the Corporation that would be a significant acquisition for the purposes of Canadian Securities Laws, and no proposed acquisition by the Corporation has progressed to a state where a reasonable person would believe that the likelihood of the Corporation completing the acquisition is high and that, if completed by the Corporation at the date of the Offering Documents, would be a significant acquisition for the purposes of Canadian Securities Laws, in each case, that would require the prescribed disclosure in the Offering Documents pursuant to such Laws;
- (iii) the Corporation has a reasonable basis for disclosing any forward-looking information contained in the Offering Documents and is not, as of the date hereof, required to update such forward-looking information pursuant to NI 51-102;
- (jjj) the Corporation currently intends to use the net proceeds from the issue and sale of the Offered Units in accordance with the disclosure set out under the heading "Use of Proceeds" in the Offering Documents;
- (kkk) there are no reports or information that, in accordance with the requirements of the Securities Commissions and Canadian Securities Laws, must be made publicly available in connection with the Offering that have not been made publicly available as required; there are no documents required to be filed with any Securities Commissions in connection with the Offering Documents that have not been filed, or will be filed on or before the Closing Date, as required by the Canadian Securities Laws, there are no contracts or documents which are required by the Canadian

Securities Laws to be described as material contracts in the Offering Documents which have not been so described;

- (III) the Corporation has not taken and will not take, any action which constitutes stabilization or manipulation of the price of any security of the Corporation;
- (mmm) the Unit Shares, the Warrant Shares, the Compensation Unit Shares, the Compensation Unit Warrant Shares, the Corporate Finance Fee Unit Shares and the Corporate Finance Fee Warrant Shares are conditionally approved for listing and trading on the CSE, subject to applicable CSE policies and the satisfaction of the listing conditions set forth in the conditional approval letter of the CSE dated December 7, 2020, a copy of which has been provided to the Agent; and
- (nnn) the Transfer Agent at its principal office in Toronto has been duly appointed as the registrar and transfer agent of the Corporation with respect to the Common Shares.

10. Distribution of the Offered Units

- (1) The Agent will not solicit, directly or indirectly, offers to purchase or sell the Offered Units so as to require registration thereof or filing of a prospectus or other similar document with respect thereto under the Laws of any jurisdiction (other than the Qualifying Jurisdictions) including the United States and various states of the United States and will require each Selling Firm to agree with the Agent not to so solicit or sell. For purposes of this Section 10(1), the Agent shall be entitled to assume that the Offered Units are qualified for Distribution in any Qualifying Jurisdiction in respect of which a Final Passport System Decision Document for the Final Prospectus shall have been obtained following the filing of the Final Prospectus.
- (2) The Agent shall:
 - (a) deliver, or cause to be delivered, a copy of the Final Prospectus and any Prospectus Amendment to the Final Prospectus to each purchaser under the Offering;
 - (b) complete, and use their reasonable commercial efforts to cause each Selling Firm to complete, the Distribution of the Offered Units under the Final Prospectus as soon as reasonably practicable after the Closing Time;
 - (c) promptly notify the Corporation when, in the opinion of the Agent, the Agent and the Selling Firms have completed Distribution of the Offered Units and, within twenty-five (25) days after completion of the Distribution, provide the Corporation with a

written breakdown of the number of Offered Units Distributed in each Qualifying Jurisdiction;

- (d) execute and provide, in a timely fashion, all such other notices and documents as may be required by the Securities Commissions or the CSE in connection with the sale of the Offered Units pursuant to the Prospectus and this Agreement;
 - (e) use their reasonable commercial efforts to ensure that the float and distribution requirements set forth in section 1.2 of Policy 2 – Qualifications for Listing of the CSE are satisfied at Closing; and
 - (f) offer and sell the Offered Units only in the Qualifying Jurisdictions, in accordance with applicable Laws, and effect such Distribution upon the terms and conditions set out in the Prospectus and this Agreement, and shall require each Selling Firm to agree with the Agent to offer and sell the Offered Units only in the same manner.
- (3) During the Distribution of the Offered Units:
- (a) the Corporation shall prepare, in consultation with the Agent, any Marketing Materials (including any Template Version thereof) to be provided to potential investors in the Offered Units, and approve in writing (which approval may be provided by email) any such Marketing Materials (including any Template Version thereof), as may reasonably be requested by the Agent, such Marketing Materials to comply with Canadian Securities Laws and to be acceptable in form and substance to the Agent and the Agent’s Counsel, acting reasonably;
 - (b) the Agent shall approve in writing (which approval may be provided by email) any such Marketing Materials (including any Template Version thereof), as contemplated by Canadian Securities Laws, prior to any Marketing Materials being provided to potential investors in the Offered Units and filed with the Securities Commissions; and
 - (c) the Corporation shall, to the extent required by Canadian Securities Laws, file any such Marketing Materials (including any Template Version thereof) with the Securities Commissions as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Agent and in any event on or before the day the Marketing Materials are first provided to any potential investor in the Offered Units. Any Comparables and any disclosure relating to such Comparables shall be removed from the publicly available Template Version of any Marketing Materials in accordance with NI 41-101 prior to filing such Template Version with the Securities Commissions.

- (4) The Corporation and the Agent agree, during the Distribution of the Offered Units, not to provide any potential investors in the Offered Units with any materials or information in relation to the Distribution of the Offered Units or the Corporation other than: (i) Marketing Materials that have been approved and filed in accordance with this Section 10; (ii) any Standard Term Sheets (provided they are in compliance with Canadian Securities Laws); and (iii) the Offering Documents.
- (5) Notwithstanding Section 10(3) and Section 10(4), following the approval and filing of any Template Version of any Marketing Materials in accordance with Section 10(3), the Agent may provide a limited-use version of such Marketing Materials to potential investors in the Offered Units in accordance with Canadian Securities Laws.
- (6) Agent's Representations and Warranties:
 - (a) The Agent hereby represents and warrants to the Corporation, and acknowledges that the Corporation is relying upon each of such representations and warranties in entering into the transactions contemplated hereby, as follows:
 - (i) the Agent is, and will remain, until the completion of the Offering, appropriately registered under applicable Laws so as to permit it to lawfully fulfil its obligations hereunder and the Agent is registered as a dealer (other than as an exempt market dealer) in each of the Qualifying Jurisdictions;
 - (ii) the Agent has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated under this Agreement on the terms and conditions set forth herein; and
 - (iii) this Agreement has been duly authorized, executed and delivered by the Agent and constitutes a legal, valid and binding obligation of the Agent enforceable against the Agent in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, except as limited by the application of equitable principles when equitable remedies are sought and except as rights to indemnity, contribution and waiver of contribution may be limited by applicable Laws.

11. Covenants of the Corporation

- (1) The Corporation covenants and agrees with the Agent, and acknowledges that the Agent is relying on such covenants, that:

- (a) it will advise the Agent, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material have been filed and receipts therefor have been obtained and will provide evidence satisfactory to the Agent of each filing and the issuance of receipts;
- (b) it will advise the Agent, promptly after receiving notice or obtaining knowledge, of: (i) the issuance by any Regulatory Authority of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Prospectus Amendment; (ii) the suspension of the qualification of the Offered Units for Distribution or sale in any of the Qualifying Jurisdictions; (iii) the institution or threatening of any proceeding for any of those foregoing purposes; or (iv) any requests made by any Securities Commission for amending or supplementing the Prospectus, or for additional information, and will use its reasonable commercial efforts to prevent the issuance of any such order and, if any such order is issued, to obtain the withdrawal of the order promptly;
- (c) it will ensure that, at the Closing Time, the Unit Shares and Corporate Finance Fee Unit Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and the Warrants, Compensation Options, and Corporate Finance Fee Unit Warrants have been duly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Compensation Option Certificate, and the Warrant Indenture, as applicable;
- (d) it will ensure that, upon due exercise of the Warrants, Compensation Options, Compensation Unit Warrants and Corporate Finance Fee Unit Warrants in accordance with their terms, the Warrant Shares, Compensation Unit Shares, Compensation Unit Warrant Shares and Corporate Finance Fee Warrant Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;
- (e) it will obtain all consents, approvals, Authorizations or filings as may be required under Canadian Securities Laws or otherwise necessary for the execution and delivery of and the performance by the Corporation of its obligations hereunder and under the Offering Documents, other than customary post-Closing filings required to be submitted within the applicable time frame pursuant to Canadian Securities Laws and the rules of the CSE;
- (f) it will ensure that all required documentation for the listing of the Unit Shares, the Warrant Shares, upon the exercise of the Unit Warrants, the Compensation Unit

Shares, upon the exercise of the Compensation Options, the Compensation Unit Warrant Shares, upon the exercise of the Compensation Unit Warrants, and the Corporate Finance Fee Warrant Shares, upon the exercise of the Corporate Finance Fee Unit Warrants, have been filed with the CSE on or prior to the Closing Date, subject to the satisfaction of customary listing conditions set out in the conditional approval letter of the CSE for the Offering, a copy of which has been made available to the Agent, and CSE policies;

- (g) it will (i) obtain from each of the Corporation's Principals and each employee of the Corporation that holds Common Shares, each of which is identified in Schedule A, and (ii) use commercially reasonable efforts to obtain from all other holders of its Common Shares (collectively, the "**Locked-up Persons**"), a lock-up agreement with the Agent whereby such Locked-up Persons agree that they will not, directly or indirectly, offer, sell, contract to sell, grant or sell any option to purchase, purchase any option or contract to sell, hypothecate, pledge, transfer, assign, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with (or agree to or publicly announce any intention to do any of the foregoing) whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or other securities of the Corporation convertible into, exchangeable for or exercisable to acquire, Common Shares, directly or indirectly, unless (i) they first obtain the prior consent of the Agent, such consent not to be unreasonably withheld, conditioned or delayed, or (ii) there occurs a take-over bid or similar transaction involving a change of control of the Corporation (each, a "**Lock-up Agreement**"). The periods for which the Common Shares held by each Locked-up Person shall be subject to the restrictions of the applicable Lock-up Agreement (the "**Lock-up Periods**") are set forth below:

Locked-Up Persons	Lock-up Period
Principals	12 months
Holders of the Corporation's Common Shares who do not meet the definition of Principals (collectively, the " Non-Principals ")	8 months Common Shares shall be released in 25% increments at 2, 4, 6 and 8 months.

Each Lock-Up Period shall begin on the date the Common Shares are listed on the CSE. If, at any time following the date the Common Shares are listed on the CSE, the daily volume-weighted average trading price of the Common Shares on the CSE

is greater than \$0.50 per Common Share for the preceding 10 consecutive trading days, all Common Shares or other securities of the Corporation convertible into, exchangeable for or exercisable to acquire Common Shares, directly or indirectly, held by Non-Principals that remain subject to a Lock-up Agreement shall be immediately released from the restrictions of such Lock-up Agreement without any further action on the part of the Non-Principals;

- (h) the Corporation will use the net proceeds of the Offering in the manner described in the Final Prospectus;
- (i) it will, prior to the Closing Date:
 - (i) promptly notify the Agent (and, if requested by the Agent, confirm such notification in writing) of any material change or change in a material fact (in either case, whether actual, anticipated, contemplated or threatened, financial or otherwise) or any event or development involving a prospective material change or a change in a material fact or any other material change in the Business, affairs, operations, assets, liabilities (contingent or otherwise), capital, ownership, control or management of the Corporation which would constitute a material change to, or a change in a material fact concerning the Corporation or any other change which is of such a nature; and
 - (ii) promptly, and in any event, within any applicable time limitation period, comply with all applicable filings and other requirements under applicable Canadian Securities Laws as a result of such change. During such period, the Corporation shall in good faith discuss with the Agent as promptly as possible any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice in writing need be given to the Agent pursuant to this Section 11(1)(i); and
- (j) it will use its reasonable commercial efforts to promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Agent may reasonably require from time to time for the purpose of giving effect to this Agreement and the transactions contemplated by the Final Prospectus and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement and the transactions contemplated by the Final Prospectus.

12. Conditions of Closing

- (1) The obligations of the Agent under this Agreement shall be subject to the following conditions, which conditions are for the sole benefit of the Agent and may be waived in writing in whole or in part by the Agent, in its sole discretion:
 - (a) the Agent shall have received at the Closing Time favourable legal opinions, addressed to the Agent, in form and substance satisfactory to the Agent and to the Agent's Counsel, acting reasonably, dated the Closing Date from the Corporation's Counsel as to the Laws of Canada and the Qualifying Jurisdictions, which counsel in turn may rely upon the opinions of local or special counsel where they deem such reliance proper (or alternatively make arrangements to have such opinions directly addressed to the Agent), and all such counsel may also rely as to matters of fact, on certificates of public officials and senior officers of the Corporation, and letters from representatives of the CSE and the Transfer Agent, to the effect that (or as to, as applicable), based upon customary assumptions and subject to customary qualifications:
 - (i) the Corporation is a corporation incorporated, existing and in good standing under the Laws of the Province of British Columbia and has all requisite corporate power, capacity and authority to carry on its business and to own, lease and operate its property and assets (including as described in the Offering Documents);
 - (ii) the authorized and issued share capital of the Corporation, prior to the issue of the Offered Units;
 - (iii) the Corporation has all necessary corporate power, capacity and authority to (i) execute (if applicable) and deliver each of the Offering Documents and to file each of the Offering Documents in the Qualifying Jurisdictions, (ii) execute, deliver and perform its obligations under this Agreement, the Warrant Indenture and the Compensation Option Certificate, as applicable, (iii) to create, issue and sell the Unit Shares and Unit Warrants comprising the Offered Units, and (iv) to issue the Compensation Options, the Compensation Unit Shares, the Compensation Unit Warrants, the Compensation Unit Warrant Shares, the Corporate Finance Fee Unit Shares and the Corporate Finance Fee Unit Warrants comprising the Corporate Finance Fee Units, and the Corporate Finance Fee Warrant Shares;

- (iv) the attributes of the Offered Units are consistent in all material respects with the description of the Offered Units in the Final Prospectus;
- (v) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Offering Documents and the filing thereof under Canadian Securities Laws in each of the applicable Qualifying Jurisdictions;
- (vi) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement, the Warrant Indenture and the Compensation Option Certificate, as applicable, and the performance of its obligations under this Agreement, the Warrant Indenture and the Compensation Option Certificate have been duly executed and delivered by the Corporation and each of this Agreement, the Warrant Indenture and the Compensation Option Certificate constitute legal, valid and binding obligations of the Corporation enforceable against it in accordance with their terms, subject to bankruptcy, insolvency and other Laws affecting the rights of creditors generally and subject to such other standard assumptions and qualifications including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution set out in this Agreement, the Warrant Indenture and the Compensation Option Certificate may be limited by applicable Laws;
- (vii) the execution and delivery of this Agreement, the Warrant Indenture and the Compensation Option Certificate and the fulfilment of the terms of this Agreement, the Warrant Indenture and the Compensation Option Certificate by the Corporation and the (i) issuance, sale and delivery of the Unit Shares and Unit Warrants comprising the Offered Units, and (ii) issuance and delivery of the Compensation Options, the Compensation Unit Shares, the Compensation Unit Warrants, the Compensation Unit Warrant Shares, the Corporate Finance Fee Unit Shares and the Corporate Finance Fee Unit Warrants comprising the Corporate Finance Fee Units, and the Corporate Finance Fee Warrant Shares, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with the articles of the Corporation, any resolutions of the shareholders or directors of the Corporation, or any applicable corporate law or Canadian Securities Laws;

- (viii) the Unit Shares have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (ix) the Corporate Finance Fee Unit Shares have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (x) the Unit Warrants have been validly created and issued by the Corporation;
- (xi) the Compensation Options have been validly created and issued by the Corporation;
- (xii) the Corporate Finance Fee Unit Warrants have been validly created and issued by the Corporation;
- (xiii) the Compensation Unit Warrants, upon exercise of the Compensation Options in accordance with the terms of the Compensation Option Certificate, will be validly created and issued by the Corporation;
- (xiv) the Warrant Shares, the Compensation Unit Shares, the Compensation Unit Warrant Shares and the Corporate Finance Fee Warrant Shares have been duly and validly authorized, allotted and reserved for issuance, and upon due exercise of the Unit Warrants, the Compensation Options, the Compensation Unit Warrants and the Corporate Finance Fee Unit Warrants, as applicable, in accordance with their respective terms, the Warrant Shares, the Compensation Unit Shares, the Compensation Unit Warrant Shares and the Corporate Finance Fee Warrant Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (xv) the form of definitive share certificate representing the Common Shares has been duly approved and adopted by the Corporation, complies with applicable Law, the articles of the Corporation and the resolution of the Board of Directors relating thereto and meets the requirements of the CSE;
- (xvi) the form of Compensation Option Certificate has been duly approved and adopted by the Corporation, complies with applicable Law, the articles of the Corporation and the resolution of the Board of Directors relating thereto and meets the requirements of the CSE;
- (xvii) the statements made under the heading “Eligibility for Investment” in the Final Prospectus are accurate, subject to the assumptions, qualifications, limitations and restrictions set out therein;

- (xviii) the Transfer Agent, at its principal office in Vancouver, British Columbia has been duly appointed as the transfer agent and registrar of the Corporation for the Common Shares;
 - (xix) Computershare Trust Company of Canada, at its principal office in Vancouver, British Columbia, has been duly appointed as the trustee for the Unit Warrants, the Compensation Unit Warrants and the Corporate Finance Fee Unit Warrants under the Warrant Indenture;
 - (xx) Subject to the fulfillment by the Corporation of the conditions of the CSE, the Unit Shares, the Warrant Shares, the Compensation Unit Shares, the Compensation Unit Warrant Shares, the Corporate Finance Fee Unit Shares and the Corporate Finance Fee Warrant Shares have been conditionally approved for listing on the CSE;
 - (xxi) all documents have been filed and all requisite proceedings have been taken and all Authorizations of appropriate Regulatory Authorities under Canadian Securities Laws have been obtained to qualify the Distribution of the Offered Units, the Compensation Options (and the Compensation Unit Shares issuable upon exercise thereof and the Compensation Unit Warrant Shares issuable upon exercise of the Compensation Unit Warrants) in an amount of 5% and the Corporate Finance Fee Unit Shares (and the Corporate Finance Fee Warrant Shares issuable upon exercise of the Corporate Finance Fee Unit Warrants) in an amount of 5% of the aggregate Offered Units in each of the Qualifying Jurisdictions through investment dealers or brokers duly registered under the Canadian Securities Laws of each such Qualifying Jurisdiction who have complied with the relevant provisions of the Canadian Securities Laws of such Qualifying Jurisdiction; and
 - (xxii) such other matters as the Agent may reasonably request.
- (b) the Agent shall have received at the Closing Time a bring-down comfort letter dated the Closing Date from the Corporation's Auditors addressed to the Agent and the Board of Directors, in form and substance satisfactory to the Agent and the Agent's Counsel, similar to the comfort letter to be delivered to the Agent pursuant to Section 4(1)(c) with such changes as may be necessary to bring the information therein forward to a date which is no earlier than two Business Days prior to the Closing Date, which changes shall be acceptable to the Agent;

- (c) the Agent shall have received at the Closing Time certificates dated the Closing Date, signed by the appropriate officers of the Corporation, addressed to the Agent and the Agent's Counsel, with respect to:
 - (i) the constating documents of the Corporation;
 - (ii) the resolutions of the directors of the Corporation relevant to the sale of the Offered Units, the issuance and delivery of the Compensation Options and the Corporate Finance Fee Units, and the authorization of the Offering Documents and the transactions contemplated herein and therein; and
 - (iii) the incumbency and signatures of signing officers for the Corporation;
- (d) the Agent shall have received at the Closing Time a certificate or certificates dated the Closing Date and signed on behalf of the Corporation by the Chief Executive Officer and the Chief Financial Officer of the Corporation or any other officer acceptable to the Agent addressed to the Agent certifying, to the best of the information, knowledge and belief of each person so signing, after having made due inquiry and after having carefully examined the Final Prospectus and any Supplementary Material, that except as disclosed in the Final Prospectus or any Supplementary Material:
 - (i) since the date of the Final Prospectus:
 - (A) there has been no change (actual, anticipated, contemplated, or threatened, whether financial or otherwise) in the Condition of the Corporation; and
 - (B) no transaction out of the ordinary course of business has been entered into or is pending by the Corporation, which is material to the Corporation;
 - (ii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Common Shares or any other securities of the Corporation has been issued or made by any Governmental Body and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Corporation, contemplated or threatened by any Governmental Body;

- (iii) the Corporation has complied in all material respects with all the terms and conditions of this Agreement on its part to be complied with at or prior to the Closing Time;
 - (iv) the representations and warranties of the Corporation contained in this Agreement are true and correct as of the Closing Date with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby; and
 - (v) such other matters as the Agent may reasonably request.
- (e) the Agent shall have received a fully executed Compensation Option Certificate;
 - (f) the Agent shall have received a fully executed Warrant Indenture;
 - (g) the Agent shall have received from each of the Locked-up Persons identified in Schedule A an executed Lock-up Agreement in a form satisfactory to the Agent, acting reasonably;
 - (h) the Agent shall have received a certificate of status and/or compliance, where issuable under applicable Law, for the Corporation dated within one Business Day prior to the Closing Date;
 - (i) the Agent shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at the end of the Business Day on the date prior to the Closing Date;
 - (j) the Agent shall have received at the Closing Time such other certificates, statutory declarations, agreements or materials, in form and substance satisfactory to the Agent and the Agent's Counsel, acting reasonably, as the Agent and the Agent's Counsel may reasonably request;
 - (k) the Agent shall have received evidence of the approval (or conditional approval) of the listing and posting for trading of the Unit Shares, the Warrant Shares, the Compensation Unit Shares, the Compensation Unit Warrant Shares, the Corporate Finance Fee Unit Shares and the Corporate Finance Fee Warrant Shares on the CSE, subject only to satisfaction by the Corporation of standard listing conditions;
 - (l) all Authorizations or filings as may be required by any Governmental Body, or any other third party necessary to complete the sale of the Offered Units as contemplated herein shall have been made or obtained;

- (m) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the securities underlying the Offered Units or any of the Corporation's issued securities shall have been issued and no proceeding for such purpose shall be pending or, to the knowledge of the Corporation, threatened by any Regulatory Authority;
- (n) all conditions precedent provided for in the Warrant Indenture relating to the creation, issuance, certification and delivery of the Warrants shall have been satisfied and no default under the Warrant Indenture will have occurred and be continuing; and
- (o) each of the representations and warranties of the Corporation contained in this Agreement shall be true and correct as of the Closing Time, to the satisfaction of the Agent, acting reasonably, as if made at and as of each such Closing Time and the Corporation shall have fulfilled each of the covenants contained in this Agreement to the satisfaction of the Agent, acting reasonably.

13. Closing

- (1) The Closing will be completed electronically, or at any other place determined in writing by the Corporation and the Agent, at the Closing Time. At the Closing Time, the Corporation will deliver to the Agent:
 - (a) the Offered Units sold pursuant to the Offering and the Corporate Finance Fee Units, in the form of an electronic deposit pursuant to the non-certificated inventory system maintained by CDS or in such other form as directed by the Agent in writing;
 - (b) a fully executed physical copy of the Compensation Option Certificate; and
 - (c) such further documentation as may be contemplated herein or as the Agent or the applicable Securities Commissions or the CSE may reasonably require, against payment by the Agent of the aggregate Offering Price for the Offered Units, net of the Agent's Commission payable to the Agent in respect of the Offered Units pursuant to this Agreement, by wire transfers of immediately available funds to such account of the Corporation as the Corporation shall direct in writing. The direction referred to in this Section 13(1) shall be delivered to the Agent in writing not less than 48 hours prior to the Closing Time.
- (2) In the event the Agent's Option is exercised in accordance with its terms, the Corporation will, at or prior to each Agent's Option Closing Time, deliver to the Agent:

- (a) the Agent's Option Units sold pursuant to the Agent's Option, in the form of an electronic deposit pursuant to the non-certificated inventory system maintained by CDS or in such other form as directed by the Agent in writing;
- (b) the items listed in Section 12(1)(d), in each case dated the Agent's Option Closing Date together with such further documentation as may be contemplated herein or as the Agent reasonably requires or the applicable Securities Commissions or the CSE require, against payment by the Agent of the aggregate Offering Price for such Agent's Option Units, net of the Agent's Commission payable to the Agent in respect of such Agent's Option Units pursuant to this Agreement, by wire transfers of immediately available funds to the Corporation, to such account of the Corporation as the Corporation shall direct in writing. The direction referred to in this Section 13(2) shall be delivered to the Agent in writing not less than 48 hours prior to the Agent's Option Closing Time.

14. Termination

- (1) If after the date hereof and prior to the Closing Time:
 - (a) any inquiry, action, suit, investigation or other proceeding, whether formal or informal, is instituted, announced or threatened or any order is made by any federal, provincial or other Governmental Body in relation to the Corporation, or there is any change of Law, or interpretation or administration thereof, which, in the opinion of the Agent, acting reasonably, operates to prevent or restrict the Distribution of the Offered Units in any of the Qualifying Jurisdictions or would prevent or restrict trading in the Common Shares;
 - (b) there should develop, occur, be discovered, or come into effect or existence, any event, action, state, condition (including, without limitation, terrorism or accident) or financial occurrence of national or international consequence, or any action by government, law or regulation, enquiry or any other occurrence of any nature whatsoever, or any change in the operations, capital, condition (financial or otherwise), results of operations, Business or business prospects of the Corporation, or the properties, assets, prospects, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation, which, in the sole opinion of the Agent, acting reasonably, materially adversely affects, or involves, or might be reasonably expected to materially adversely affect or involve, the financial markets generally, or the Business, operations or affairs of the Corporation, or the market price, value or marketability of the Offered Units;

- (c) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence, acts of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions or any action, Law or regulation, inquiry or other occurrence of any nature whatsoever (including as a result of the COVID-19 pandemic) which, in the reasonable opinion of the Agent, seriously adversely affects or involves, or may 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 Subsidiaries taken as a whole or the market price, value or marketability of the Offered Units; or
- (d) the state of the financial markets in Canada or the United States is such that, in the reasonable opinion of the Agent, the Offered Units cannot be profitably marketed;

then the Agent shall be entitled, at its option, in accordance with Section 14(3), to terminate its obligations under this Agreement by written notice to that effect given to the Corporation at any time prior to the Closing Time.

- (2) All terms and conditions in Section 12 shall be construed as conditions and shall be complied with so far as they relate to acts to be performed or caused to be performed by the Corporation, the Corporation will use its commercially reasonable efforts to cause such conditions to be complied with, and any breach or failure by the Corporation to comply with any such conditions shall entitle the Agent to terminate its obligations under this Agreement by notice to that effect given to the Corporation at or prior to the Closing Time. The Agent 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 such terms and conditions or any other or subsequent breach or non-compliance.
- (3) The rights of termination contained in this Section 14 are in addition to any other rights or remedies the Agent may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agreement. In the event of any termination pursuant to such rights of termination, there shall be no further liability on the part of the Agent to the Corporation or on the part of the Corporation to the Agent except in respect of any liability that may have arisen or may thereafter arise under Section 15.

15. Indemnity

- (1) The Corporation and its Subsidiaries or affiliated companies, as the case may be (collectively, the “**Indemnitor**”) hereby agrees to indemnify and hold the Agent and/or any of its affiliates and other syndicate members and their affiliates and each of their respective directors, officers, employees, partners, agents, shareholders, advisors, each other person, if any, controlling the Agent or any of its Subsidiaries (collectively, the “**Indemnified Parties**” and individually an “**Indemnified Party**”) harmless to the maximum extent permitted by Law from and against any and all losses, claims, actions (including shareholder actions, derivative or otherwise), suits, proceedings, damages, liabilities or expenses of whatever nature or kind (excluding loss of profits), whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, and the fees, disbursements, expenses and taxes of their counsel (collectively, the “**Losses**”) that may be incurred in investigating or advising with respect to and/or defending or settling third party action, suit, proceeding, investigation or claim (collectively, the “**Claims**”) that may be made or threatened against the Indemnified Parties or to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such Losses and/or Claims arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement, including in connection with Claims relating to or arising from the following:
- (a) any information or statement (except any information or statement relating solely to or provided by the Agent) contained in the Offering Documents, which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation or any omission or any alleged omission to state therein any fact or information (except facts or information relating solely to the Agent and provided by the Agent) required to be stated therein or necessary to make any of the statements therein not misleading in light of the circumstances in which they are made;
 - (b) the omission or alleged omission to state in any certificate of the Corporation or of any officers of the Corporation delivered in connection with the Offering any material fact (except facts or information relating solely to the Agent and provided by the Agent) required to be stated therein where such omission or alleged omission constitutes or is alleged to constitute a misrepresentation;
 - (c) any order made or any inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority, stock exchange or by any other

competent authority, based upon any misrepresentation (as defined in the Securities Act (British Columbia)) or alleged misrepresentation (except a misrepresentation relating solely to the Agent and provided by the Agent) in the Offering Documents (except any document or material delivered or filed solely by the Agent) based upon any failure or alleged failure to comply with Canadian Securities Laws (other than any failure or alleged failure to comply by the Agent) preventing and restricting the trading in or the sale of the Offered Units in any of the Selling Jurisdictions;

- (d) the non-compliance or alleged non-compliance by the Corporation with any material requirement of Canadian Securities Laws, including the Corporation's non-compliance with any statutory requirement to make any document available for inspection; or
- (e) material breach of any representation, warranty or covenant of the Corporation contained in this Agreement or the failure of the Corporation to comply in all material respects with any of its obligations hereunder or thereunder,

and to reimburse each Indemnified Party forthwith, upon demand for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim. 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 such Losses were solely caused by the gross negligence, wilful misconduct or fraud of the Indemnified Party

- (2) If for any reason (other than a determination as to any of the events referred to above) the foregoing indemnity is unavailable to an Indemnified Party, or is insufficient to hold them harmless, then the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor or its shareholders on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party as well as any relevant equitable considerations, provided that the Indemnitor shall in any event contribute to the Losses paid or payable by the Indemnified Party as a result of such Claim, the amount (if any) equal to: (i) such amount paid or payable; minus (ii) the amount of the Agent's Commission actually received by the Agent pursuant to this Agreement. In the event that the Indemnitor may be entitled to contribution from the Indemnified Parties under the provisions of any statute or Law, the Indemnitor shall be limited to contribution in any amount not exceeding the lesser of the portion of the Losses giving rise to such contribution for which the Agent is responsible and the amount of the Agent's Commission received by the Agent. However, no party shall be entitled to contribution under this subsection to the extent that a court of competent

jurisdiction in a final judgment that has become non-appealable shall determine that such Losses for which contribution is being sought hereunder, were directly caused by the gross negligence, wilful misconduct or fraud of such party.

- (3) Promptly after receipt of notice of the commencement of any legal proceeding against an Indemnified Party 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 Agent will notify the Corporation in writing of the commencement thereof. The omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to an Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required results in the forfeiture by the Indemnitor of substantive rights or defences. The Indemnitor shall be entitled, at its own expense, to participate in and assume the defence of any Claim, provided such defence is conducted by counsel of good standing acceptable to the Indemnified Party and the Indemnitor shall throughout the course thereof provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of all discussions and significant actions proposed in respect thereof. If such defence is not assumed by the Indemnitor, the Indemnified Parties shall throughout the course thereof provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of all discussions and significant actions proposed in respect thereof.
- (4) Notwithstanding the foregoing paragraph, any Indemnified Party shall also have the right to employ separate counsel in each relevant jurisdiction in any such Claim and participate in the defence thereof, and the fees and expenses of such counsel shall be borne by the Indemnified Party unless:
 - (a) the employment of separate counsel has been specifically authorized in writing by the Corporation;
 - (b) the Corporation has failed, within a reasonable period of time after receipt of notice, to assume the defense of such Claim;
 - (c) the named parties to any such Claim include both the Indemnitor and any of the Indemnified Parties and such Indemnified Parties have been advised by their counsel that representation of both parties by the same counsel would be inappropriate due to an actual or a potential conflict of interest; or

- (d) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Indemnitor such that there may be a conflict of interest between the parties;

in which case such fees and expenses of such counsel to the Indemnified Parties shall be for the Indemnitor's account.

- (5) The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or any Indemnified Party by any governmental commission or Regulatory Authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or any such authority shall investigate the Indemnitor and/or any Indemnified Party and the personnel of such Indemnified Party shall be required to testify in connection therewith or shall be required to participate or respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Indemnified Parties, the Indemnified Party 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 Indemnified Party monthly for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Indemnitor as they occur.
- (6) A party hereunder shall not, without the other party's prior written consent, such consent not to be unreasonably withheld or delayed, settle, compromise or consent to the entry of any judgment or make an admission of liability with respect to any Claims or seek to terminate any Claims in respect of which indemnification may be sought hereunder. Neither party hereunder shall be liable for any such settlement of any Claim unless it has consented in writing to such settlement, such consent not to be unreasonably withheld.
- (7) The Indemnitor agrees to reimburse the Agent monthly for the time spent by the Agent's personnel in connection with any Claim at their reasonable per diem rates. The Indemnitor also agrees that if any Claim is brought against, or an investigation commenced in respect of the Corporation or the Corporation and an Indemnified Party, and personnel of the Indemnified Party shall be required to participate or respond in respect of or in connection with this Agreement, such Indemnified Party shall have the right to employ its own counsel in connection therewith and the Indemnitor will reimburse such Indemnified Party monthly for the time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of such Indemnified Party's counsel.

- (8) The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.
- (9) The Indemnitor agrees to waive any right the Indemnitor may have of first requiring the Indemnified Party to proceed against or enforce any right, power, remedy, security or claim payment from any other person before claiming under this indemnity. The Indemnitor hereby acknowledges that the Agent is acting as trustee for each of the other Indemnified Parties of the Indemnitor's covenants under this indemnity and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.
- (10) 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 Indemnified Parties who are not signatories hereto and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation and the Indemnified Parties.

16. Expenses of the Offering

- (1) Whether or not the Offering is completed, the Corporation shall be responsible for all of the Agent's reasonable expenses and fees incurred in connection with the Offering, including, but not limited to:
 - (i) all expenses of or incidental to the issue, sale or Distribution of the Offered Units;
 - (ii) the fees of the Agent's legal counsel (such legal fees not to exceed \$150,000 without prior written consent of the Corporation, such consent not to be unreasonably withheld) plus all reasonable disbursements and applicable taxes on such fees and disbursements;
 - (iii) all non-legal costs incurred in connection with the preparation of documentation relating to the Offering;
 - (iv) the fees and disbursements of accountants and auditors, technical consultants, translators and other applicable experts; and
 - (v) the costs and expenses related to roadshows and marketing activities, printing, filing, Distribution, stock exchange approval and other regulatory compliance.

- (2) The fees and expenses referred to in this Section 16 may be subject to HST which shall be payable by the Corporation. In addition, the fees and expenses referred to in this Section 16 shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agent. At the option of the Agent, the fees and expenses referred to in this Section 16 may be deducted from the gross proceeds otherwise payable to the Corporation on Closing. The Agent acknowledges and confirms receipt from the Corporation of a \$50,000 deposit to be applied against the fees and expenses of the Agent referred to in this Section 16.
- (3) A reasonably detailed accounting of the fees and expenses referred to in this Section 16 shall be delivered to the Corporation no less than two (2) Business Days prior to the Closing Date. A final accounting of such fees and expenses shall be delivered to the Corporation within five (5) business days following the Closing Date.

17. Standstill

- (1) During the period beginning on the Closing Date and ending on the date that is 90 days after the date the Common Shares are listed on the CSE, the Corporation agrees that it and any successor corporation shall not, directly or indirectly, without the prior written consent of the Agent, such consent not to be unreasonably withheld, conditioned or delayed, directly or indirectly, offer, issue, sell, grant, secure, pledge or agree or publicly announce any intention to do so, in any manner whatsoever, any Common Shares or securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Corporation, other than:
 - (a) pursuant to the Offering;
 - (b) pursuant to the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to October 20, 2020;
 - (c) the issuance of Common Shares or other equity securities of the Corporation upon the exercise of convertible securities, warrants, options or obligations outstanding at October 20, 2020; or
 - (d) in connection with any arm's length acquisition transaction or other corporate acquisitions by the Corporation.

18. Survival of Representations, etc.

- (1) The representations, warranties, obligations and agreements of the Corporation and the Agent contained in this Agreement and in any certificate delivered pursuant to this

Agreement or in connection with the purchase and sale of the Offered Units shall survive the purchase of the Offered Units and shall continue in full force and effect for a period ending on the latest date under applicable Canadian Laws that a holder of the Offered Units may be entitled to commence an action or exercise a right of rescission with respect to a misrepresentation contained in the Prospectus or any Prospectus Amendments, other than in respect of the indemnification obligations of the Corporation set forth in Section 15 or in respect of any Claim that may be pending at that time with respect to any representation, warranty, obligation or agreement of the Corporation contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Units, which in each case shall survive indefinitely, and, in each case, shall continue in full force and effect unaffected by any subsequent disposition of the Offered Units by the Agent or the termination of the Agent's obligations and shall not be limited or prejudiced by any investigation made by or on behalf of the Agent in connection with the preparation of the Offering Documents or the Distribution of the Offered Units.

19. Notice

- (1) Unless herein otherwise expressly provided, any notice, request, direction, consent, waiver, extension, agreement or other communication (a "**Communication**") that is or may be given or made hereunder shall be in writing addressed as follows:
 - (a) in the case of the Corporation:

Tryp Therapeutics Inc.
#335, 1632 Dickson Avenue
Kelowna, British Columbia V1Y 7T2

Attention: James Kuo
Email Address: jkuo@trypterapeutics.com

with a copy in the case of a Communication to the Corporation to:

Pushor Mitchell LLP
301 – 1665 Ellis Street
Kelowna, British Columbia V1Y 2B3

Attention: Keith Inman
Email Address: inman@pushormitchell.com

(b) In the case of the Agent:

Canaccord Genuity Corp.
Brookfield Place
161 Bay Street, Suite 3000
Toronto, ON M5J 2S1

Attention: Graham Saunders
Email Address: gsaunders@cgf.com

with a copy in the case of Communication to the Agent to:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto, Ontario M5H 4E3

Attention: Andrew Powers
Email: apowers@blg.com

- (2) Each Communication shall be personally delivered to the addressee or sent by electronic mail to the addressee and a Communication which is personally delivered or delivered by electronic mail shall, if delivered before 5:00 p.m. (Toronto time) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered.

20. Alternative Transaction

If the Corporation does not complete the Offering, but the Corporation or any affiliate or Subsidiary thereof completes any debt or equity financing transaction (excluding a bank loan from commercial lenders) prior to the date that is 180 days from the date of this Agreement (an “**Alternative Transaction**”) in respect of which the Agent is not the sole lead underwriter, placement agent, arranger or initial purchaser, or in respect of which the Agent does not receive at least the same amount of compensation pursuant to such Alternative Transaction as to which they would have been entitled under the Offering, the Agent shall be entitled to receive immediately upon the completion of such Alternative Transaction the lesser of (i) the amount of compensation assuming completion of the Offering (including any proceeds raised from the sale of Agent’s Option Units); and (ii) the commissions, including both cash and any warrants issued to the agents or underwriters in the Alternative Transaction calculated based on the amount raised pursuant to the Alternative Transaction; provided, however, that the Agent shall not be entitled to any amount under this Section 20: (i) in the event that the Agent voluntarily terminates this Agreement (other

than as a result of a material breach by the Corporation of its obligations hereunder); or (ii) if the Corporation voluntarily terminates this Agreement as a result of a material breach by the Agent of its obligations hereunder. If the Corporation and the Agent, acting reasonably and in good faith, are unable to complete the Offering due to market conditions or otherwise and the Corporation voluntarily terminates this Agreement, the Agent shall only be entitled to the compensation described above in connection with proceeds raised in an Alternative Transaction from investors introduced to the Corporation by the Agent in the process of the Offering.

21. No Advisory or Fiduciary Responsibility

The Corporation hereby acknowledges that (a) the purchase and sale of the Offered Units pursuant to this Agreement, including the determination of the Offering Price, is an arm's-length commercial transaction between the Corporation, on the one hand, and the Agent and any affiliate through which it may be acting, on the other, (b) the Agent is acting solely as principal and not as an agent or fiduciary of the Corporation, (c) the Corporation's engagement of the Agent in connection with the Offering and the process leading up to the Offering is as independent contractor and not in any other capacity, (d) the Agent and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporation, (e) the Agent has not assumed an advisory or fiduciary responsibility in favour of the Corporation with respect to the Offering or the process leading thereto (irrespective of whether such Agent has advised or is concurrently advising the Corporation on other matters) or any other obligation to the Corporation except the obligations expressly set forth in this Agreement, and (f) the Corporation has consulted its own legal, regulatory, accounting, tax and financial advisors to the extent it deemed appropriate. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Agent has advised or is currently advising the Corporation on related or other matters). The Corporation agrees that it will not claim that the Agent has rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Corporation, in connection with the Offering or the process leading thereto.

22. Governing Law

This Agreement shall be governed and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

23. Time

Time shall be of the essence of this Agreement.

24. Headings

Headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

25. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns. No party shall assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto.

26. Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this agreement and shall be severable from this Agreement.

27. Public Announcements

The Corporation agrees that it shall not make any public announcements regarding the transactions contemplated hereunder without the prior written consent of the Agent, such consent not to be unreasonably withheld. The Corporation agrees that, following the Closing, the Agent may place tombstone and other advertisements relating to their role in connection with the Offering in financial, news or business publications. Without limiting any of the foregoing, if requested by the Agent, the Corporation will include a mutually acceptable reference to the Agent in any press release or other public announcement made by the Corporation regarding the matters described in this Agreement.

28. Entire Agreement

This Agreement and the other documents referred to in this Agreement constitute the entire agreement between the Agent and the Corporation relating to the subject matter of this Agreement and supersede all prior agreements among those parties with respect to their respective rights and obligations in respect of the transactions contemplated under this Agreement including, without limitation, the engagement letter between the Corporation and the Agent dated October 20, 2020.

29. Counterparts

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by facsimile or by email in PDF and all such counterparts and electronic copies shall constitute one and the same agreement.

[Signature Pages Immediately Follow]

If this Agreement accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing the enclosed copies of this Agreement where indicated and returning them to us.

Yours very truly,

CANACCORD GENUITY CORP.

Per: “Graham Saunders” (signed)
Graham Saunders
Vice Chairman, Managing Director,
Head of Capital Markets Origination

The foregoing offer is accepted and agreed to by the undersigned as of the date of this Agreement first written above.

TRYP THERAPEUTICS INC.

Per: “James Kuo” (signed)
James Kuo
Chief Executive Officer

**SCHEDULE A
LOCKED-UP PERSONS**

1. James Kuo
2. William Garner
3. James Gilligan
4. Terese Gieselman
5. Peter Molloy
6. Gage Jull