

## AGENCY AGREEMENT

August 13, 2021

Neptra Foods Inc.  
c/o suite 1500 – 1055 West Georgia St.  
Vancouver, British Columbia, V6E 4N7

**Attention: David Wood, CEO, Neptra Foods Inc.**

Canaccord Genuity Corp. ("**Canaccord**" or the "**Agent**"), understands that Neptra Foods Inc. (the "**Corporation**") proposes to issue up to 13,829,787 common shares in the capital of the Corporation (the "**Common Shares**") at a price of \$0.47 per Common Share (the "**Offering Price**"), pursuant to the Final Prospectus (as defined below), for aggregate gross proceeds of up to \$6,500,000 (the "**Offering**").

The Agent understands that the Corporation: (i) has prepared and filed a Preliminary Prospectus (as defined below) and an Amended and Restated Preliminary Prospects (as defined below); (ii) has addressed the comments made by the Securities Commissions (as defined below) in respect of the Preliminary Prospectus and the Amended and Restated Preliminary Prospectus; and (iii) has been cleared by all of the Securities Commissions in the Qualifying Provinces (as defined below) to file the Final Prospectus. The Corporation has prepared and will file, concurrently with the execution of this Agreement, the Final Prospectus and all other necessary documents in order to qualify the Common Shares for Distribution (as defined below) to the public in each of the Qualifying Provinces, grant the Agent's Option (as defined below) and issue the Agent's Commission Shares (as defined below), Compensation Options (as defined below) and Corporate Finance Fee Shares (as defined below).

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 2,074,468 Common Shares (the "**Agent's Option Shares**"), such number representing 15% of the number of Common Shares sold in the base Offering, at the Offering Price for aggregate additional gross proceeds of up to \$975,000. 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 (as defined below), which notice shall specify the number of Agent's Option Shares to be purchased by the Agent and the date and time at which such Agent's Option Shares 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) 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 Shares may be purchased solely for the purpose of covering over-allotments made in connection with the Offering, if any, and for market stabilization purposes. In the event that the Agent's Option is exercised, all of the terms and conditions relating to the Closing (as defined below) shall apply to each Agent's Option Closing (as defined below) *mutatis mutandis*.

The offering of Common Shares by the Corporation is referred to in this Agreement as the "**Offering**" and Common Shares sold pursuant to this Agreement, including any Agent's Option Shares, are referred to as the "**Offered Shares**". The Offered Shares shall have the material attributes described in, and contemplated by, the Final Prospectus 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 6.0% of the gross proceeds from the sale of the Offered Shares, payable in cash or Common Shares, or any combination of cash or Common

Shares, all at the option of the Agent (the "**Agent's Commission**"); provided that the Agent's Commission shall be reduced to 2.0% 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 \$650,000 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) 6.0% of the aggregate number of Offered Shares; provided that the number of Compensation Options shall be reduced to 2.0% in respect of the President's List Purchasers. Each Compensation Option shall be exercisable to acquire one Common Share (each, a "**Compensation Share**") at an exercise price equal to the Offering Price for a period of 24 months following the Listing Date (as defined below), pursuant to the terms of the certificate(s) representing the Compensation Options (each, a "**Compensation Option Certificate**").

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 Common Shares which is equal to 4.0% of the aggregate number of Offered Shares (the "**Corporate Finance Fee Shares**").

Offers and sales of Offered Shares in the United States may only be made by the Agent, through their U.S. Affiliates (as defined below), if applicable, to Accredited Investors (as defined in Schedule C) or Qualified Institutional Buyers (as defined below), who acquire the Offered Shares directly from the Corporation through the agency efforts of the Agent through their duly-registered U.S. Affiliate(s), in transactions that are exempt from the registration requirements of the U.S. Securities Act (as defined below) and applicable U.S. Securities Laws.

The Agent acknowledges that none of the Agent's Commission Shares, Corporate Finance Fee Shares, Compensation Options or Compensation Shares have been registered under the U.S. Securities Act or the securities laws of any state of the United States. In connection with the issuance of the Agent's Commission Shares, Corporate Finance Fee Shares, Compensation Options and Compensation Shares, the Agent represents, warrants and covenants that: (i) it is acquiring such the Agent's Commission Shares, Corporate Finance Fee Shares, Compensation Options and Compensation Shares as principal for its own account and not for the account or benefit of any other person; (ii) it is not a U.S. person (as such term is defined in Rule 902(k) of Regulation S (as defined below)), and is not acquiring the Agent's Commission Shares, Corporate Finance Fee Shares, Compensation Options and Compensation Shares in the United States, or for the account or benefit of a U.S. person or a person located in the United States; and (iii) this Agreement was executed and delivered outside the United States. The Agent acknowledges and agrees that the Compensation Options may not be exercised in the United States or by or on behalf or for the account or benefit of a U.S. person or a person in the United States, unless the Compensation Options and the Compensation Shares deliverable upon exercise of the Compensation Options have been registered under the U.S. Securities Act and the applicable securities legislation of any such state of the United States or an exemption from such registration requirements is available. The Agent agrees that they will not engage in any "directed selling efforts (as such term is defined in Rule 902(c) of Regulation S) with respect to any Offered Shares, and will not offer or sell any Agent's Commission Shares, Corporate Finance Fee Shares, Compensation Options or Compensation Shares in the United States unless in compliance with an exemption or an exclusion from the registration requirements of the U.S. Securities Act and any applicable U.S. Securities Laws.

The Corporation agrees that the Agent shall be permitted to appoint, at their 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, and Applicable Securities Laws (as defined herein).

## **TERMS AND CONDITIONS**

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

### **ARTICLE 1** **DEFINITIONS**

1.1 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 Commission Shares**" means the Common Shares issuable in satisfaction of all or a part of the Agent's Commission.

"**Agent's Counsel**" means Bennett Jones LLP.

"**Agent's Option**" has the meaning given to that term above.

"**Agent's Option Closing**" means the closing of the purchase and sale of the Agent's Option Shares, pursuant to the exercise of the Agent's Option.

"**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 Shares**" 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 Article 18 of this Agreement.

"**Amended and Restated Preliminary Prospectus**" means the amended and restated preliminary long form prospectus of the Corporation dated June 28, 2021, relating to the qualification for Distribution of the Offered Shares in the Selling Jurisdictions.

"**Anti-Money Laundering Laws**" has the meaning given to that term in Section 6.1(wv) of this Agreement.

"**Applicable Securities Laws**" means collectively and as applicable, Canadian Securities Laws, U.S. Securities Laws, and all applicable securities laws, rules, regulations, policies and other instruments promulgated by the Securities Commissions in any of the other Selling Jurisdictions.

"**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, the manufacture, sale or marketing of the products of the Corporation and its Subsidiaries or in relation to other aspects of the Business, including any review, approval or other authorization for a study or other authorizations related to 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 operation of the business of the Corporation as described in the Prospectus in the jurisdictions in which the Corporation or any Subsidiary operate, including in the context of any 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 or any Subsidiary 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 Provinces 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 and all applicable rules and policies of the CSE.

"**CDS**" means CDS Clearing and Depository Services Inc.

"**CFIA**" means the Canadian Food Inspection Agency.

"**Claim**" has the meaning given to that term in Section 12.1 of this Agreement.

"**Closing**" means the completion of the issue and sale by the Corporation of the Common Shares, including the Agent's Option Shares, if applicable.

"**Closing Date**" means September 16, 2021 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 November 9, 2021.

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date and on the Agent's Option Closing Date, as applicable, or such other time on the Closing Date or the Agent's Option Closing Date as may be agreed to by the Corporation and the Agent.

"**Common Shares**" has the meaning given to that term above.

"**Communication**" has the meaning given to that term in Section 17.1 of this Agreement.

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

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

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

"**Compensation Share**" has the meaning given to that term above.

"**Compensation Securities**" means collectively, the Agent's Commission Shares, the Compensation Options, the Compensation Shares and the Corporate Finance Fee Shares;

"**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.

"**Convertible Security**" has the meaning given to that term in Section 6.1(e) of this Agreement.

"**Corporate Finance Fee Shares**" 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 and each Subsidiary, whether through development, creation, conception or acquisition.

"**Corporation's Auditors**" means the Corporation's independent auditor, Dale, Matheson, Carr-Hilton, Labonte LLP.

"**Corporation's Counsel**" means McMillan LLP.

"**Criminal Code**" means the *Criminal Code* (Canada).

"**CSE**" means the Canadian Securities Exchange.

"**Distribution**" means "**distribution**" or "**distribution to the public**" as those terms are defined under Canadian Securities Laws.

"**Environmental Laws**" has the meaning given to that term in Section 6.1(uu) of this Agreement.

"**FALCPA**" means the United States *Food Allergen Labeling and Consumer Protection Act* of 2004, Public Law 108-282, Title II, as amended.

"**FCPA**" means the United States *Foreign Corrupt Practices Act* of 1977 (U.S.), as amended, and the rules and regulations thereunder).

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

"**FDR**" means the Food and Drugs Regulations (Canada) of the FDA.

"**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 Provinces have been issued in respect of the Final Prospectus.

"**Final Prospectus**" means the (final) long-form prospectus of the Corporation dated August 13, 2021, to be prepared and filed by the Corporation in connection with the Distribution of the Offered Shares in the Qualifying Provinces.

**"Governmental Body"** means any:

- (a) 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,
- (b) any subdivision, agent, commission, board or authority of any of the foregoing,
- (c) 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
- (d) 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 6.1(uu) of this Agreement.

**"IFRS"** means International Financial Reporting Standards.

**"including"** means including without limitation.

**"Indemnified Party"** has the meaning given to that term in Article 12 of this Agreement.

**"Indemnitor"** has the meaning given to that term in Article 12 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 June 28, 2021.

**"Laws"** means Canadian Securities Laws, U.S. 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.

"**Leased Properties**" has the meaning given to that term in Section 6.1(tt) of this Agreement.

"**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.

"**Listing**" means the listing and posting for trading of the Common Shares on the CSE.

"**Listing Date**" means the date on which the Listing occurs, whether concurrently with, or following, the Closing Date.

"**Lock-up Agreements**" has the meaning given to that term in Section 8.1(h) of this Agreement.

"**Locked-up Persons**" has the meaning given to that term in Section 8.1(h) of this Agreement.

"**Losses**" has the meaning given to that term in Article 12 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 June 28, 2021.

"**Material Adverse Effect**" means any change, event, violation, inaccuracy, circumstance or effect that, individually or in the aggregate with other changes, events, violations, inaccuracies, circumstances or effects, is or would reasonably be expected to have a significant and adverse effect on the business, affairs, operations, assets (including intangible assets), liabilities (contingent or otherwise), capitalization, prospects, condition (financial or otherwise) or results of operations of the Corporation and its Subsidiaries taken as a whole, except to the extent of that any such change, event, violation, inaccuracy, circumstance or effect is a result of or arose in connection with: (i) any change in regulatory accounting requirements applicable to public companies in Canada; (ii) any change in (A) global, national or regional political conditions (including the outbreak of war or acts of terrorism); (B) general economic, business, regulatory or market conditions; or (C) global or national financial or capital markets; or (iii) any natural disaster.

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

"**NFL Acquisition**" means the Corporation's acquisition of all of the issued and outstanding securities of Nepra Foods, Ltd., as described in the Offering Documents under the subheading "*Material Transactions and Recent Developments – NFL Acquisition*".

"**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 6.1(xx) of this Agreement.

"OFAC Person" has the meaning given to that term in Section 6.1(xx) of this Agreement.

"Offered Shares" has the meaning given to that term above.

"Offering" means the Distribution of the Offered Shares pursuant to this Agreement and as contemplated by the Prospectus.

"Offering Documents" means the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus, the Marketing Materials, any U.S. Private Placement Memorandum 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:

- (a) Liens for taxes and other governmental charges and assessments not yet due or delinquent or being contested in good faith by appropriate proceedings,
- (b) Liens imposed by Law and incurred in the ordinary course for obligations not yet due or delinquent,
- (c) 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,
- (d) 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
- (e) 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 receipts 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 Provinces have been issued in respect of the Preliminary Prospectus and the Amended and Restated Preliminary Prospectus.

"Preliminary Prospectus" means the preliminary long form prospectus of the Corporation dated April 20, 2021, relating to the qualification for Distribution of the Offered Shares in the Qualifying Provinces.

"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*.

"**Proportionate Voting Shares**" has the meaning given to that term in Section 6.1(d) of this Agreement.

"**Prospectus**" means any one of the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and the Final Prospectus.

"**Prospectus Amendment**" means any amendment to the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus or the Final Prospectus.

"**Public Record**" has the meaning given to that term in Section 6.1(bbbb) of this Agreement.

"**Purchasers**" means, collectively, the purchasers of the Common Shares pursuant to the Offering including, if applicable, the Agent.

"**Qualified Compensation Securities**" has the meaning given to that term in Section 2.3(a) of this Agreement.

"**Qualified Institutional Buyer**" means a "**qualified institutional buyer**" as such term is defined in Rule 144A under the U.S. Securities Act.

"**Qualifying Provinces**" means, collectively, Alberta, British Columbia and Ontario.

"**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act.

"**Regulatory Authorities**" means the Securities Commissions and the CSE.

"**Sanctioned Country**" has the meaning given to that term in Section 6.1(xx) of this Agreement.

"**Sanctions**" has the meaning given to that term in Section 6.1(xx) of this Agreement.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Commissions**" means, collectively, the applicable securities commission or other securities regulatory authority in each of the Selling Jurisdictions, and "**Securities Commission**" means any one of them.

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

"**Selling Jurisdictions**" means collectively, the Qualifying Provinces, the United States and any other jurisdictions outside of Canada and the United States as mutually agreed to by the Corporation and the Agent.

"**SFCA**" means the *Safe Food for Canadians Act* S.C. 2012, c. 24.

"**SFCR**" means the *Safe Food for Canadians Regulations* SOR/2018-108.

"**Standard Listing Conditions**" has the meaning given to that term in Section 4.1(d) of this Agreement.

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

"**Subsidiaries**" means those subsidiaries listed in Schedule "A" of this Agreement.

"**subsidiary**" means a subsidiary as defined in Section 1.1 of National Instrument 45-106 – *Prospectus Exemptions*.

"**Supplementary Material**" means, collectively, any Prospectus Amendment (including the Marketing Materials of the Corporation) required to be prepared or filed with any of the Securities Commissions by the Corporation under Applicable Securities Laws and any supplement to any U.S. Private Placement Memorandum.

"**Tax Act**" means the *Income Tax Act* (Canada).

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

"**Transfer Agent**" means Olympia Trust Company.

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

"**U.S. Affiliate**" of any Agent means the U.S. registered broker-dealer affiliate of such Agent.

"**U.S. Exchange Act**" means the *United States Securities Exchange Act* of 1934, as amended, including the rules and regulations promulgated thereunder.

"**U.S. Private Placement Memorandum**" means the U.S. private placement memorandum delivered together with the applicable Prospectus to offerees and Purchasers of the Offered Shares in the United States or to or for the account or benefit of a U.S. person or a person in the United States, including any Supplementary Material thereto.

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

"**U.S. Securities Laws**" means all applicable securities laws in the United States, including, without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, including the rules and policies of the SEC, and any applicable state securities laws.

- 1.2 Capitalized terms used but not defined in this Agreement have the meanings given to them in the Final Prospectus.
- 1.3 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.
- 1.4 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.
- 1.5 In this Agreement, all references to money amounts are to Canadian currency.
- 1.6 The schedules to this Agreement are incorporated by reference in, and form an integral part of, this Agreement.

- 1.7 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.

## **ARTICLE 2**

### **APPOINTMENT OF THE AGENT**

- 2.1 Upon and subject to the terms and conditions set forth herein, the Agent hereby agrees to act, and upon acceptance hereof the Corporation hereby appoints the Agent, as the Corporation's exclusive agent to offer for sale, on a "commercially reasonable efforts" agency basis, without underwriter liability, the Common Shares and to arrange for Purchasers resident in the Qualifying Provinces where the Common Shares may be lawfully offered and sold, provided that any Common Shares offered or sold in any jurisdictions outside of the Qualifying Provinces are lawfully offered and sold on a basis exempt from the prospectus, registration or similar requirements of any such jurisdictions, including continuous disclosure obligations, under Applicable Securities Laws outside of the Qualifying Provinces. It is understood and agreed that the Agent is under no obligation to purchase any of the Common Shares as principal, although the Agent may subscribe for and purchase Common Shares if they so desire. The Agent agrees to comply, and agree to assist the Corporation in complying, with all Applicable Securities Laws in connection with the Offering.
- 2.2 The Offering is subject to receipt of subscription proceeds of not less than \$2,500,000 (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.
- 2.3 The Agent's Commission Shares, Compensation Options and Corporate Finance Fee Shares 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, (i) the Agent's Commission Shares, issuable to the Agent (at the Agent's sole option) in satisfaction of all or a part of the Agent's Commission, (ii) the Compensation Options (and the Compensation Shares issuable upon exercise thereof), issuable to the Agent, in an amount of 6.0% of the aggregate number of Offered Shares; provided that the number of Compensation Options shall be reduced to 2.0% in respect of the President's List Purchasers and (iii) the Corporate Finance Fee Shares, issuable to the Agent, in an amount of 4.0% of the aggregate number of Offered Shares 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 Shares 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.

**ARTICLE 3**  
**QUALIFICATION OF THE OFFERED SHARES**

- 3.1 The Corporation represents and warrants to the Agent that the Corporation has prepared and filed the Preliminary Prospectus and the Amended and Restated 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 and the Amended and Restated 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 use commercially reasonable effort to, as soon as possible and, in any event, by not later than 8:00 p.m. (Toronto time) on August 13, 2021, 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 Provinces and obtain a Final Passport System Decision Document therefor.
- 3.2 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 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.
- 3.3 The Corporation shall fulfill and comply with, to the satisfaction of the Agent, acting reasonably, all requirements of Applicable Securities Laws to be fulfilled or complied with by it to qualify the Distribution of the Offered Shares, the Agent's Commission Shares, the Compensation Options and the Corporate Finance Fee Shares in the Selling Jurisdictions through the Agent and other properly registered Selling Firms who have complied with the relevant provisions of Applicable Securities Laws.

**ARTICLE 4**  
**DELIVERIES ON FILING AND RELATED MATERIALS**

- 4.1 The Corporation shall deliver, or cause to be delivered, to the Agent:
  - (a) a copy of the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and, prior to the filing of the Final Prospectus with the Securities Commissions in the Qualifying Provinces, a copy of the Final Prospectus signed by the Corporation as required by Canadian Securities Laws and, if applicable, a copy of the U.S. Private Placement Memorandum;
  - (b) prior to the filing of any Supplementary Material with the Securities Commissions in the Qualifying Provinces, a copy of such Supplementary Material required to be filed by the Corporation in compliance with Canadian Securities Laws;

- (c) concurrently with the filing of the Final Prospectus with the Securities Commissions in the Qualifying Provinces, a "long form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent from the Corporation's Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letter shall be based on a review by the Corporation's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to the auditors' consent letter addressed to the Securities Commissions in the Qualifying Provinces; and
  - (d) prior to the filing of the Final Prospectus with the Securities Commissions in the Qualifying Provinces, copies of correspondence from the CSE indicating that the application for the listing and posting for trading on the CSE of the Common Shares (including the Offered Shares, the Agent's Commission Shares, the Corporate Finance Fee Shares and the Compensation Shares issuable upon exercise of the Compensation Options) has been approved subject only to satisfaction by the Corporation of certain standard post-closing conditions imposed by the CSE as set out in its conditional approval letter (the "**Standard Listing Conditions**").
- 4.2 The Corporation shall prepare and deliver promptly to the Agent signed copies of all Supplementary Material. The Corporation shall also deliver to the Agent promptly after the filing of the Final Prospectus in the Qualifying Provinces, 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.
- 4.3 Subject to compliance with Article 6, 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 4.1(a). 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 9.1(a) through Section 9.1(d).
- 4.4 Subject to compliance with Article 6, 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.
- 4.5 Delivery of the Offering Documents by the Corporation 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 Offering Documents 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 Shares as required by Applicable 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 Offering Documents 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 Offering Documents comply in all material respects with Canadian Securities Laws; and
- (b) the consent of the Corporation to the use of the Offering Documents by the Agent and the Selling Firms for the Distribution of the Offered Shares in the Selling Jurisdictions in compliance with the provisions of this Agreement and Applicable Securities Laws.

4.6 The Corporation agrees that from the date hereof to the Closing Date, it shall obtain prior approval of the Agent as to the content and form of any press release or other public disclosure document prior to issuance, such approval not to be unreasonably withheld. In addition, any press release announcing or otherwise referring to the Offering disseminated in the United States shall comply with the requirements of Rule 135c under the U.S. Securities Act and any press release announcing or otherwise referring to the Offering disseminated outside the United States shall include an appropriate notation at the top of the first page as follows: “**NOT FOR DISTRIBUTION TO UNITED STATES NEWSWIRE SERVICES OR DISSEMINATION IN THE UNITED STATES**”; as well as the following notation in the body of the press release as follows: “This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Offered Shares under the Offering in any jurisdiction in which such offer, solicitation or sale would be unlawful. The Offered Shares offered under the Offering have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”) and accordingly may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons absent registration or an applicable exemption from the registration requirements of the U.S. Securities Act, and applicable state securities laws.”

4.7 The Corporation shall cause commercial copies of the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus, the U.S. Private Placement Memorandum, if applicable, and any Supplementary Material, if applicable 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.

**ARTICLE 5**  
**MATERIAL CHANGE**

- 5.1 Commencing on the date hereof and until the completion of the Distribution of the Offered Shares, the Corporation shall promptly notify the Agent in writing of:
- (a) any material change (actual, anticipated, proposed, contemplated or threatened) in the assets, liabilities (contingent or otherwise), business, affairs, operations, capital, prospects or condition (financial or otherwise) of the Corporation;
  - (b) any material fact (other than any fact relating solely to the Agent) which has arisen or has been discovered and would have been required to have been stated in any of the Offering Documents had the fact arisen or been discovered on, or prior to, the date of such documents;
  - (c) any change in any material fact (other than any fact relating solely to the Agent) contained in any of the Offering Documents;
  - (d) the occurrence of any event or state of facts which, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with Canadian Securities Laws;
  - (e) any breach or potential breach of any of the representations and warranties in Section 4.5(a) hereof; and
  - (f) any material breach or potential material breach of any of the representations and warranties in Article 6 hereof.
- 5.2 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 5.1 in order to continue to qualify the Distribution of the Offered Shares, the Agent's Commission Shares, the Compensation Options and the Corporate Finance Fee Shares in each of the Qualifying Provinces, 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.
- 5.3 In addition to the provisions of Section 5.1, the Corporation will, in good faith, discuss with the Agent any change, event or fact contemplated in Section 5.1 which is of such a nature that there may be reasonable doubt as to whether notice should be given to the Agent under Section 5.1 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 require in order to (i) fulfill their 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.

- 5.4 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 Amended and Restated 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 Shares.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

- 6.1 The Corporation represents and warrants to the Agent that each of the following representations and warranties is true and correct on the date of this Agreement and acknowledges that each of them is relying upon such representations and warranties in connection with the transactions contemplated by this Agreement:
- (a) the Corporation and each Subsidiary has been duly incorporated, amalgamated or organized and is validly existing under the Laws of the jurisdiction in which it was incorporated, amalgamated or organized, as the case may be, has all requisite corporate power and authority and is duly qualified to carry on its Business as now conducted, and as described in the Prospectus, and to own, lease or operate its properties and assets and no steps or proceedings have been taken by the Corporation or any Subsidiary or by any Person, voluntary or otherwise, requiring or authorizing its dissolution, liquidation or winding-up;
  - (b) the Corporation has all requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder;
  - (c) this Agreement has been duly authorized, executed and delivered by the Corporation and upon such execution and delivery by the Corporation constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;
  - (d) following the completion of the NFL Acquisition and immediately prior to the Closing Time, the Corporation has authorized share capital consisting of an unlimited number of Common Shares, of which an aggregate of 14,653,208 Common Shares are issued and outstanding; and an unlimited number of Class "A" common shares (the "**Proportionate Voting Shares**"), 273,468.05 of which are issued and outstanding and that the Corporation has no other class of shares;
  - (e) other than as described in the Offering Documents, no person, firm, corporation or other entity has, or will have at the Closing Time, an agreement or option, or right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option or other



conversion right (each a "**Convertible Security**"), for the purchase from the Corporation or the Subsidiaries of any unissued Common Shares or Proportionate Voting Shares of the Corporation or the Subsidiaries or any right to convert any obligation into or exchange any shares of the Corporation or any Subsidiaries, or for the purchase or acquisition of the assets or property of any kind of the Corporation or its Subsidiaries;

- (f) Common Shares or Proportionate Voting Shares issuable upon exercise or conversion of any outstanding Convertible Securities described in the Final Prospectus have been, or prior to the Closing Time will be, duly and validly authorized for issuance and, upon receipt by the Corporation of the applicable purchase price therefor or conversion in accordance with the terms of such Convertible Securities, will be validly issued as fully paid and non-assessable Common Shares of the Corporation and will not be issued in violation of the pre-emptive or similar rights of any securityholder of the Corporation. All statements in the Final Prospectus describing the Common Shares and any Convertible Securities are accurate in all material respects;
- (g) 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;
- (h) the Corporation's only subsidiaries are listed in Schedule "A" hereto, which schedule is true, complete and accurate in all respects. Each Subsidiary is formed, organized and existing under the laws of the jurisdiction set out in Schedule "A", is current and up-to-date with all material filings required to be made and 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 is now carried on by it, and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required in all material respects;
- (i) all of the issued and outstanding shares in the capital of the Subsidiaries have been duly authorized and validly issued, are fully paid and, except as set out in Schedule "A", are directly or indirectly beneficially owned by the Corporation. All of the issued and outstanding shares in the capital of the Subsidiaries owned by the Corporation are owned free and clear of any Liens, and none of the outstanding securities of the Subsidiaries were issued in violation of the pre-emptive or similar rights of any security holder of the Subsidiaries. There exist no options, warrants, purchase rights, or other contracts or commitments that could require the Corporation to sell, transfer or otherwise dispose of any securities of the Subsidiaries;
- (j) (i) there has not been any material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the Condition of the Corporation or any Subsidiary, (ii) there have been no transactions entered into by the Corporation or any Subsidiary which are material with respect to the Corporation or any Subsidiary, as applicable, 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 or any Subsidiary on any class of its respective shares;
- (k) 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;

- (l) all of the issued and outstanding Common Shares and Proportionate Voting 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;
- (m) the Offered Shares, at or prior to the Closing Time, the Agent's Commission Shares and the Corporate Finance Fee Shares, at or prior to the Closing Time, and the Compensation Shares, upon the exercise of the Compensation Options, 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;
- (n) the Compensation Options have been duly authorized for issuance pursuant to this Agreement and the Compensation Option Certificate and the maximum number of Compensation 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 Compensation 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;
- (o) all necessary corporate action has been taken by the Corporation (i) to authorize the execution, delivery and performance of this Agreement 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 Shares; (iv) to validly issue the Agent's Commission Shares and the Corporate Finance Fee Shares as fully paid and non-assessable Common Shares, (v) to validly issue the Compensation Options, and (vi) to validly issue the Compensation Shares upon due exercise of the Compensation Options, as fully paid and non-assessable Common Shares.
- (p) this Agreement and the Compensation Option Certificate have been duly authorized, executed and delivered by the Corporation and each of this Agreement 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;
- (q) the execution, delivery and performance by the Corporation of this Agreement 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 Shares 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 Agent's Commission Shares and the Corporate Finance Fee Shares 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;

- (r) the issuance and delivery of the Offered Shares 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 Shares 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 or any Subsidiary is a party;
- (s) the Corporation has devised and maintained, or will devise and maintain upon Closing, by which it will be required to do so under applicable Canadian Securities Laws, a system of disclosure controls and procedures designed to ensure that information required to be disclosed by it under applicable Canadian Securities Laws will be recorded, processed, summarized and reported within the time periods specified in the applicable Canadian Securities Laws. Such disclosure controls and procedures will include controls and procedures designed to ensure that information required to be disclosed will be accumulated and communicated to the management of the Corporation, including one of the chief executive officers and the chief financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure and such disclosure controls and procedures are and will be effective;
- (t) 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 any Subsidiary, 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 or any Subsidiary;
- (u) upon the completion of the transactions contemplated hereunder, any shareholders agreement or similar agreement to which the Corporation or any Subsidiary 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 or any Subsidiary that, by their terms, survive termination or expiry);
- (v) 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 or any Subsidiary and any person granting such person the right to require the Corporation or any Subsidiary 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 or any Subsidiary owned or to be owned by such person or to require the Corporation or any Subsidiary to include such securities in the Offering to which the Final Prospectus relates;
- (w) neither the Corporation nor any Subsidiaries is, or has received notice that it is, in violation or default of, nor will the execution and delivery of this Agreement, the Compensation Option Certificate, the Offering Documents or the documents effecting the Reorganization, and the performance by the Corporation or any Subsidiary of its obligations hereunder and thereunder, including the issuance, sale and delivery of the Offered Shares and the issuance and delivery of the Agent's Commission Shares, Compensation Options and the Corporate Finance Fee Shares 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 or any Subsidiary, including the Business Assets, pursuant to:

- (i) any of the terms, conditions or provisions of the articles of the Corporation or any Subsidiary, 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 or any Subsidiary is a party or by which it is bound;
  - (iii) any Law applicable to the Corporation or any Subsidiary;
  - (iv) any judgement, decree, order or award of any court, Governmental Body or arbitrator having jurisdiction over any of the Corporation or any Subsidiary; or
  - (v) any agreement, license or Authorization necessary for the conduct of their businesses, to which any of the Corporation or any Subsidiary is party or bound or to which any of the Business, operations, property or assets of the Corporation or any Subsidiary is subject;
- (x) the attributes of the Offered Shares will be consistent in all material respects with the description thereof in the Offering Documents;
- (y) neither the Corporation nor any Subsidiary is in violation of any Laws, in any material respect;
- (z) the Corporation acknowledges that the Business is subject to restrictions, requirements and prohibitions under applicable Laws in force (including the FDA, the FDR, the FALCPA, the Criminal Code, any applicable anti-money laundering statute), which may change from time to time. The Corporation and each Subsidiary 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 neither the Corporation nor any Subsidiary has received any correspondence or notice from the offices of Health Canada or any Governmental Body alleging or asserting material non-compliance with any applicable Law or Authorization. Neither the Corporation nor any Subsidiary has 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 and the FALCPA, 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. Neither the Corporation nor any Subsidiary is aware of any non-compliance with any applicable Law, including the FDA, the FDR, the FALCPA, the Criminal Code or any provincial, territorial or municipal legislation that the Corporation or any Subsidiary has reason to believe could result in a Material Adverse Effect;
- (aa) all research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted or contemplated by the Corporation

and any Subsidiary 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;

- (bb) the Corporation and each Subsidiary possess 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;
- (cc) neither the Corporation nor any Subsidiary 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. The Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 16.1 – *Civil Liability for Secondary Market Disclosure* of the *Securities Act* (British Columbia) and analogous provisions under Canadian Securities Laws;
- (dd) 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 Subsidiary, 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 any Subsidiary or the consummation of the transactions contemplated in this Agreement;
- (ee) no Governmental Body has issued any order preventing or suspending the trading of the Corporation's or any Subsidiary's securities, the use of the Offering Documents or the Distribution of the Offered Shares and neither the Corporation nor any Subsidiary is aware of any investigation, order, inquiry or proceeding which has been commenced or which is pending, contemplated or, to the knowledge of the Corporation or any Subsidiary, threatened by any such authority;
- (ff) 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 and each Subsidiary, 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 and the Subsidiaries;
- (gg) 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 or any Subsidiary 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 any Subsidiary or

that would reasonably be expected to be material to an investor in making a decision to purchase the Offered Shares;

- (hh) except as disclosed in the Offering Documents, neither the Corporation nor any Subsidiary has any outstanding debentures, notes, mortgages or other indebtedness that is material to the Corporation or any Subsidiary;
  - (ii) other than as disclosed in the Offering Documents, neither the Corporation nor any of its Subsidiaries has any contingent liabilities or obligations (whether accrued, absolute, contingent or otherwise) that continue to be outstanding, including as a result of the NFL Acquisition, 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 or any Subsidiary's financial statements which would reasonably be expected to be material to the Condition of the Corporation or any Subsidiary;
  - (jj) there are no business relationships, related-party transactions or off-balance sheet transactions involving the Corporation or its Subsidiaries or any other person required to be described in the Final Prospectus which have not been described as required under IFRS; and there are no contracts or other documents that are required to be described in the Final Prospectus under Canadian Securities Laws;
  - (kk) 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 or any Subsidiary 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;
- (ll)
- (i) except with respect to the tax return of the Corporation for the fiscal year ended December 31, 2021, all returns, declarations, reports, estimates, information returns, elections and statements ("**Returns**") of the Corporation and any Subsidiary 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 or any Subsidiary 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 and each Subsidiary have made instalments of taxes as and when required; and
- (iv) the Corporation and each Subsidiary 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 and each Subsidiary, respectively, in respect of such amounts paid or credited (including, for greater certainty, payroll-related contributions and premiums payable by the Corporation or each Subsidiary as an employer, as applicable), 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;
- (mm) 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 or any Subsidiary for the benefit of any current or former director, officer, employee or consultant of the Corporation or any Subsidiary;
- (nn) except as disclosed in the Offering Documents, there are no material bonuses payable outside the ordinary course of business by the Corporation or any Subsidiary to any current or former employee, officer or director of the Corporation or any Subsidiary after the Closing Date relating to their employment with the Corporation or any Subsidiary prior to the Closing Date;
- (oo) except as disclosed in the Offering Documents, neither the Corporation nor any Subsidiary has a pension, retirement or similar plans relating to current or former employees, officers or directors of the Corporation or any Subsidiary, whether written or oral;
- (pp) to the knowledge of the Corporation:
  - (i) no executive officer of the Corporation or any Subsidiary named in the Offering Documents has advised the Corporation or any Subsidiary of any current plans to terminate his or her employment,
  - (ii) no member of management of the Corporation or any Subsidiary, 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 or any Subsidiary, and

- (iii) no member of management of the Corporation or any Subsidiary, including the executive officers named in the Offering Documents or any other former executive, has any claim with respect to any Corporation IP;
- (qq) (i) the Corporation and each Subsidiary 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 or any Subsidiary exists or is pending or, to the knowledge of the Corporation is threatened or imminent, and neither the Corporation nor any Subsidiary has knowledge of any existing or imminent labour disturbance by the employees of the Corporation's or any Subsidiary's partners, vendors, value-added resellers or agents that would impact the Corporation or any Subsidiary; (iii) the labour relations of the Corporation and each Subsidiary are satisfactory; and (iv) no union has been accredited or otherwise designated to represent any employees of the Corporation or any Subsidiary and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation or any Subsidiary 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 or any Subsidiary and none is currently being negotiated by the Corporation or any Subsidiary;
- (rr) except for Corporation IP, which is addressed separately, the Corporation and each Subsidiary 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 and each Subsidiary or over which it has rights, free and clear of Liens, other than: (i) those disclosed in the Offering Documents; or (ii) Permitted Liens, and no other rights or assets are necessary for the conduct of the Business of the Corporation and each Subsidiary as currently conducted or as proposed to be conducted, the Corporation and each Subsidiary knows of no claim or basis for any claim on the rights of the Corporation or any Subsidiary to use, transfer, license, sell, operate or otherwise exploit such Business Assets and the Corporation and each Subsidiary 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;
- (ss) 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 each Subsidiary 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;
- (tt) (i) neither the Corporation nor any of the Subsidiaries owns any real (immovable) property; (ii) the real (immovable) property and buildings held under lease by the Corporation and the Subsidiaries (the "**Leased Properties**") are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the current use thereof by the Corporation and the Subsidiaries; (iii) the buildings, improvements, fixtures and other structures located on the Leased Properties, and the operation and maintenance thereof, as now operated and maintained, comply in all material respects with all applicable laws and regulations, municipal or otherwise (except where the failure to comply would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect); (iv) there are no expropriation or similar proceedings, actual or threatened, of which the Corporation or the Subsidiaries have received written



notice against or in respect of the Leased Properties or any part thereof; (v) neither the Corporation nor any of its Subsidiaries is in default under any of the leases by which they lease the Leased Properties and no state of facts exists which after notice or lapse of time, or both, would constitute a default under such leases by the Corporation or any of its Subsidiaries, and, to the knowledge of the Corporation, none of the landlords under such leases is in default of their respective obligations thereunder (vi) all buildings, improvements, fixtures and other structures situated on the Leased Properties are adequate and suitable for the purposes for which they are currently being used, in all material respects; and (vii) to the knowledge of the Corporation, all of the Leased Properties have ingress thereto and egress therefrom, and such ingress and egress are sufficient and adequate for the operations of the Corporation and the Subsidiaries as presently conducted, or the Corporation and the Subsidiaries have title insurance which provides coverage for such ingress and egress;

- (uu) (i) the Corporation and each Subsidiary 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) 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 or any Subsidiary, 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 or any Subsidiary relating to Hazardous Materials or any Environmental Laws;
- (vv) the Corporation and each Subsidiary and their respective affiliates, and, to the knowledge of the Corporation, any director, officer, agent, employee or other person acting on behalf of the Corporation or any Subsidiary has not, in the course of its actions for, or on behalf of, the Corporation or any Subsidiary: (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, the CFPOA or similar Laws of any other jurisdiction; or (iii) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment. The Corporation and each Subsidiary 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;
- (ww) the operations of the Corporation and each Subsidiary are and have been conducted in material compliance with all applicable anti-money laundering Laws of the jurisdictions in which the Corporation and each Subsidiary 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 or any Subsidiary with

respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened;

- (xx) neither the Corporation nor its Subsidiaries nor any director, officer, agent, employee or affiliate of the Corporation or its Subsidiaries is an individual or entity (an "**OFAC Person**"), or is owned or controlled by an OFAC Person, that is currently the subject or target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Corporation or its Subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions (each, a "**Sanctioned Country**"); and the Corporation will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other OFAC Person:
  - (i) to fund or facilitate any activities of or business with any OFAC Person that, at the time of such funding or facilitation, is the subject or the target of Sanctions;
  - (ii) to fund or facilitate any activities or business in any Sanctioned Country in violation of Sanctions; or
  - (iii) in any other manner that will result in a violation by any OFAC Person (including any OFAC Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. Since incorporation, the Corporation and its Subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any OFAC Person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country in violation of Sanctions
- (yy) the Corporation and each Subsidiary, and, to the Corporation's knowledge, any employee or agent of the Corporation or any Subsidiary, has not made any contribution or other payment to any official of, or candidate for, any federal, provincial, state, local or foreign office in violation of any Law or of the character required to be disclosed in the Prospectus;
- (zz) the Corporation and each Subsidiary, as applicable, 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 neither the Corporation nor any Subsidiary has 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 or any Subsidiary's use of or ability to exploit the Corporation IP;
- (aaa) except in each case as disclosed in the Offering Documents: (i) no action, suit, proceeding or claim is pending, nor has the Corporation or any Subsidiary 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 or any Subsidiary; (ii) to the knowledge of the Corporation, no Corporation IP that is material to the Business of the Corporation and each Subsidiary is being used or enforced by the Corporation and each Subsidiary 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 neither the Corporation nor any Subsidiary is a party to any action or proceeding that alleges that any person has infringed, violated or misappropriated any Corporation IP;

- (bbb) (i) all applications for registration of Corporation IP have been properly filed and have been diligently prosecuted, maintained and pursued by the Corporation and each Subsidiary 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 and each Subsidiary 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;
- (ccc) 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 or any Subsidiary, the Corporation and each Subsidiary 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 and each Subsidiary 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;
- (ddd) (i) the conduct of the Business of the Corporation and each Subsidiary as now conducted does not infringe, violate, misappropriate or otherwise conflict with any material Intellectual Property Rights of any person; and (ii) neither the Corporation nor any Subsidiary is party to any action or proceeding, and there is no action or proceeding threatened, that alleges that the Corporation or any Subsidiary has infringed, violated or misappropriated any material Intellectual Property Rights of any person;
- (eee) the Corporation and each Subsidiary 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 and each Subsidiary has complied with all applicable privacy and consumer protection legislation, applicable to the Corporation and each Subsidiary 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 and each Subsidiary 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 or any Subsidiary. 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 or any Subsidiary; and there is no reasonable basis for any such notice, claim or proceeding. The execution and delivery of 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;

- (fff) except as described in or contemplated in the Offering Documents or as provided under the Laws applicable to the Corporation or any Subsidiary, the Corporation and each Subsidiary 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;
- (ggg) except as disclosed in the Offering Documents, to the knowledge of the Corporation, none of the directors or officers or employees of the Corporation or any Subsidiary, any person who owns or exercises control over, directly or indirectly, more than 10% of the Common Shares (on an as converted basis), 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 or any Subsidiary;
- (hhh) to the knowledge of the Corporation, none of the Corporation's or any Subsidiary'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;
- (iii) the minute books and corporate records of the Corporation and each Subsidiary made available to the Agent's Counsel or its local agent counsel in connection with due diligence investigations of the Corporation and each Subsidiary 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 and each Subsidiary;
- (jjj) the directors and officers of the Corporation who participated in the due diligence sessions held on April 20, 2021 and June 28, 2021 with the Agent have provided responses to the questions and inquiries of the Agent and their counsel asked at such sessions in connection with the Agent's due diligence investigations and such responses contain full and truthful

disclosure in all material respects and, to the knowledge of the Corporation, such answers are true in all material respects;

- (kkk) other than the Agent and the Selling Firms, there is no person acting or purporting to act at the request of the Corporation or any Subsidiary, 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;
- (lll) 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 or any Subsidiary;
- (mmm) the Board of Directors has validly appointed an audit committee and the Board of Directors and its audit committee has adopted a charter that satisfies the requirements of National Instrument 52-110 – *Audit Committees*;
- (nnn) other than as disclosed in the Offering Documents, no acquisition has been made by the Corporation or any Subsidiary during the three most recently completed financial years of the Corporation or any Subsidiary that would be a significant acquisition for the purposes of Canadian Securities Laws, and no proposed acquisition by the Corporation or any Subsidiary has progressed to a state where a reasonable person would believe that the likelihood of the Corporation or any Subsidiary completing the acquisition is high and that, if completed by the Corporation or any Subsidiary 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;
- (ooo) 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;
- (ppp) the Corporation currently intends to use the net proceeds from the issue and sale of the Offered Shares in accordance with the disclosure set out under the heading "*Use of Proceeds*" in the Offering Documents;
- (qqq) 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;
- (rrr) Neither the Corporation nor any Subsidiary has approved, entered into any agreement in respect of:
  - (i) any purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Corporation or any Subsidiary whether by asset sale, transfer of shares, or otherwise;

- (ii) any change of control of the Corporation or any Subsidiary whether by sale or transfer of voting or equity securities or sale of all or substantially all of the assets of the Corporation or any Subsidiary or otherwise; or
  - (iii) any proposed or planned disposition of Common Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares.
- (sss) All agreements (for the avoidance of doubt, whether written or oral) with third parties in connection with the Business have been entered into and are being performed by the Corporation and the Subsidiaries and, by all other third parties thereto, in compliance with their terms. There exists no actual or pending or, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Corporation or the Subsidiaries, with any strategic partner, supplier, wholesaler, manufacturer, contractor, service provider, consultant or customer, or any group thereof whose business with or whose assets, inventories, components or services provided to the business of the Corporation or the Subsidiaries are individually or in the aggregate material to the assets, business, properties, operations, financial condition or prospects of the Corporation (on a consolidated basis). All such business relationships are intact and mutually cooperative, and there exists no condition or state of fact or circumstances that would prevent the Corporation or the Subsidiaries from conducting such business with any such third parties in the same manner in all material respects as currently conducted;
- (ttt) neither the Corporation nor its Subsidiaries is a party to any agreement restricting the Corporation or its Subsidiaries' freedom to operate within a particular area;
- (uuu) all operations of the Corporation and its Subsidiaries, and all operations by third parties in respect of properties in which the Corporation or its Subsidiaries has an interest, have been conducted in accordance with good food industry practices and in compliance with all applicable Laws, rules and regulations, orders and directions of governmental and other competent authorities, and, in particular, all applicable licensing and environmental legislation, regulations or bylaws or other lawful requirement of any governmental or regulatory bodies applicable to the Corporation, of each jurisdiction in which it carries on business, and the Corporation and its Subsidiaries hold all licences, permits, approvals, registrations, authorizations, consents and qualifications in all jurisdictions in which it carries on business, which are necessary or desirable to operate the assets and properties of the Corporation, and to carry on the business of the Corporation, as now conducted and as presently proposed to be conducted, and all such licences, permits, approvals, registrations, authorizations, consents and qualifications are valid and existing and in good standing, and none of such licences, permits, approvals, registrations, authorizations, consents and qualifications contains any burdensome term, provision, condition or limitation, which has or is likely to have any Material Adverse Effect, and the Corporation has not received any notice of proceedings relating to the revocation or modification of any licence, permit, approval, registration, authorization, consent or qualification which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, and the Corporation is not aware of any legislation, regulation or rule presently in force or proposed to be brought into force with which the Corporation anticipates it will be unable to comply without having a Material Adverse Effect;
- (vvv) the Corporation holds all required licences to manufacture, process, treat, preserve, grade, package and label food products for interstate trade and export under all applicable Laws;

- (www) the Corporation, its Subsidiaries and their respective operations are all in material compliance with all applicable Laws relating to health and safety and handling of food products including any applicable requirements relating to the manufacture, distribution, labelling and advertising of consumer food products required under any of the SFCA, SFCR, FDA, FDR or as mandated by the CFIA, as applicable;
- (xxx) the Corporation and each Subsidiary has not taken and will not take, any action which constitutes stabilization or manipulation of the price of any security of the Corporation or any Subsidiary;
- (yyy) the Common Shares (including the Offered Shares, the Agent's Commission Shares, the Corporate Finance Fee Shares and the Compensation Shares issuable upon exercise of the Compensation Options) 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 July 29, 2021, a copy of which has been provided to the Agent;
- (zzz) the Transfer Agent at its principal office in Vancouver, British Columbia has been duly appointed as the registrar and transfer agent of the Corporation with respect to the Common Shares;
- (aaaa) the Corporation has not withheld from the Agent any fact or information relating to the Corporation, its Subsidiaries or to the Offering that would reasonably be expected to be material to the Agent; and
- (bbbb) other than as disclosed in the Offering Documents, at the time of Closing, the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus, the U.S. Private Placement Memorandum, if applicable, and all other documents and information as applicable filed under applicable Canadian Securities Laws and with the CSE (collectively, the "**Public Record**") will be, at the respective dates thereof, in all material respects accurate and, at such dates, omit no facts, the omission of which makes the Public Record, or any particulars therein, incorrect or misleading.

## **ARTICLE 7**

### **DISTRIBUTION OF THE OFFERED SHARES**

- 7.1 Each Agent severally, and neither jointly, nor jointly and severally, covenants with the Corporation that it will (and will use its commercially reasonable efforts to cause any Selling Firm to):
- (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 commercially reasonable efforts to cause each Selling Firm to complete, the Distribution of the Offered Shares 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 Shares and, within twenty- five (25) days after completion of the Distribution, provide the Corporation with a written breakdown of the number of Offered Shares Distributed in each Selling 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 Shares pursuant to the Prospectus and this Agreement;
- (e) use their commercially reasonable 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;
- (f) not, directly or indirectly, sell or solicit offers to purchase the Offered Shares or distribute or publish any offering circular, prospectus, form of application, advertisement or other offering materials in any country or jurisdiction so as to require registration or filing of a prospectus with respect thereto or compliance by the Corporation with regulatory requirements (including any continuous disclosure obligations) under the Laws of, or subject the Corporation (or any of its directors, officers or employees) to any inquiry, investigation or proceeding of any securities regulatory authority, stock exchange or other authority in, any jurisdiction other than the Selling Jurisdictions as contemplated by this Agreement;
- (g) not offer or sell the Offered Shares in the United States except pursuant to the U.S. Private Placement Memorandum to Accredited Investors (as defined in Schedule C) or Qualified Institutional Buyers (as defined in Schedule C) who acquire the Offered Shares directly from the Corporation through the agency efforts of the Agent through their duly-registered U.S. Affiliate(s) in transactions that are exempt from the registration requirements of the U.S. Securities Act and the applicable U.S. Securities Laws, which such offers and sales shall be conducted only in the manner specified in Schedule C of this Agreement hereto, which terms and conditions are hereby incorporated by reference in and form a part of this Agreement; and
- (h) offer for sale and sell the Offered Shares, if previously agreed to by the Corporation and the Agent, in other international jurisdictions, in accordance with applicable securities Laws in such other international jurisdictions and on a private placement basis.

7.2 During the Distribution of the Offered Shares:

- (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 Shares, and approve in writing (which approval may be provided by email directly or by Agent's Counsel on behalf of the Agent) 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 directly or by Agent's Counsel on behalf of the Agent) 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 Shares 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 Shares. 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.

- 7.3 The Corporation and the Agent agree, during the Distribution of the Offered Shares, not to provide any potential investors in the Offered Shares with any materials or information in relation to the Distribution of the Offered Shares or the Corporation other than: (i) Marketing Materials that have been approved and filed in accordance with this Article 7; (ii) any Standard Term Sheets (provided they are in compliance with Applicable Securities Laws); and (iii) the Offering Documents.
- 7.4 Notwithstanding Section 7.2 and Section 7.3, following the approval and filing of any Template Version of any Marketing Materials in accordance with Section 7.2, the Agent may provide a limited-use version of such Marketing Materials to potential investors in the Offered Shares in accordance with Applicable Securities Laws.
- 7.5 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 Selling 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.

## **ARTICLE 8**

### **COVENANTS OF THE CORPORATION**

- 8.1 The Corporation hereby covenants to 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 Amended and Restated Preliminary Prospectus, the Final Prospectus or any Prospectus Amendment; (ii) the suspension of the qualification of the Offered Shares for Distribution or sale in any of the Selling 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 Offered Shares, Agent's Commission Shares and Corporate Finance Fee Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and the Compensation Options have been duly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Compensation Option Certificate, as applicable;
- (d) it will ensure that, upon due exercise of the Compensation Options in accordance with the terms thereof, the Compensation 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) prior to the Closing Time, and at all times until the Closing Time, it will allow the Agent (and their counsel) to conduct all due diligence which the Agent may reasonably require or which may be considered necessary or appropriate by the Agent. The Corporation will provide the Agent (and their counsel) with reasonable access to the Corporation's senior management and corporate, financial and other records for the purposes of conducting such due diligence. Without limiting the scope of the due diligence inquiry the Agent (or their counsel) may conduct, the Corporation shall also make available its directors, senior management, auditors and legal counsel to answer any questions which the Agent may have and to participate in one or more due diligence sessions to be held prior to Closing and prior to filing each of the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and the Final Prospectus;
- (g) it will ensure that all required documentation for the listing of the Common Shares, Agent's Commission Shares, the Compensation Shares, upon the exercise of the Compensation Options, and the Corporate Finance Fee Shares, have been filed with the CSE on or prior to the Closing Date, subject to the satisfaction of Standard 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;

- (h) it will (i) obtain from each of the Corporation's Principals and certain holders of Common Shares identified by the Agent, each of which is identified in Schedule "B" hereto, and (ii) obtain from certain holders of Common Shares identified by the Agent (collectively, the "**Locked-up Persons**"), a lock-up agreement with the Agent, in form satisfactory to the Agent, acting reasonably, 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, including securities acquired after the date hereof, directly or indirectly, for a period of 6 months from the date the Listing Date, 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**");
- (i) the Corporation will use the net proceeds of the Offering in the manner described in the Final Prospectus;
- (j) 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 8.1(j);
- (k) 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;
- (l) except to the extent the Corporation participates in a merger, arrangement or other business combination transaction which is determined by the board of directors of the Corporation to be in the best interest of the Corporation and following which the Corporation ceases to

be a "reporting issuer", the Corporation covenants to use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Canadian Securities Laws of each of the Qualifying Provinces which have such a concept to the date which is two years following the Closing Date; and

- (m) except to the extent the Corporation participates in a merger, arrangement or other business combination transaction which is determined by the board of directors of the Corporation to be in the best interest of the Corporation and following which the Corporation ceases to be listed on the CSE, the Corporation covenants to use its commercially reasonable efforts to maintain the listing of the Common Shares on the CSE or such other recognized stock exchange or quotation system to the date that is two years following the Closing Date so long as the Corporation meets the minimum listing requirements of the CSE or such other exchange or quotation system.

## **ARTICLE 9**

### **CONDITIONS OF CLOSING**

9.1 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 Provinces, 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 validly existing under the *Business Corporations Act* (British Columbia) and has all requisite corporate power and capacity to carry on business and to own and lease properties and assets as contemplated by the Prospectus;
  - (ii) the authorized and issued capital of the Corporation;
  - (iii) the attributes of the Offered Shares are consistent in all material respects with the description of the Offered Shares in the Final Prospectus;
  - (iv) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus and any Supplementary Material and the filing thereof with the Securities Commissions in the Qualifying Provinces and, if applicable, the delivery of the final U.S. Private Placement Memorandum;

- (v) confirming the opinion of McMillan LLP concerning tax matters contained under the headings “Certain Canadian Federal Income Tax Considerations” and “Eligibility for Investment” in the Prospectus;
- (vi) 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 Selling Jurisdictions, (ii) execute, deliver and perform its obligations under this Agreement and the Compensation Option Certificate, as applicable, (iii) to create, issue and sell the Offered Shares, and (iv) to issue the Agent's Commission Shares, the Compensation Options, the Compensation Shares, and the Corporate Finance Fee Shares;
- (vii) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement and the Compensation Option Certificate and the performance of its obligations thereunder and each of this Agreement and the Compensation Option Certificate has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against it in accordance with its 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 may be limited by applicable law;
- (viii) the execution and delivery of this Agreement and the Compensation Option Certificate and the fulfilment of the terms thereof by the Corporation and the creation, issuance, sale and delivery, as applicable, of the Offered Shares and the Compensation Securities and the grant of the Agent's Option, 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 (including committees of the board of directors) of the Corporation, or any applicable corporate law or Applicable Securities Laws;
- (ix) the Offered Shares have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (x) the Agent's Commission Shares and the Corporate Finance Fee Shares have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (xi) the Compensation Options have been duly and validly created and issued and the Compensation Shares have been reserved, authorized and allotted for issuance and, upon the due exercise of the Compensation Options in accordance with the provisions of the Compensation Option Certificates, including payment of the exercise price therefor, the Compensation Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (xii) 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;

- (xiii) 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;
- (xiv) subject to the fulfillment by the Corporation of the Standard Listing Conditions, the Common Shares (including the Offered Shares, Agent's Commission Shares, Corporate Finance Fee Shares and Compensation Shares issuable upon exercise of the Compensation Options) have been conditionally approved for listing on the CSE;
- (xv) 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 and the Proportionate Voting Shares;
- (xvi) all documents have been filed and all requisite proceedings have been taken and all Authorizations of appropriate Regulatory Authorities under Applicable Securities Laws have been obtained to qualify the Distribution of the Offered Shares, the Agent's Commission Shares, the Compensation Options (and the Compensation shares issuable upon exercise thereof) and the Corporate Finance Fee Shares in each of the Selling Jurisdictions through investment dealers or brokers duly registered under the Applicable Securities Laws of each such Selling Jurisdiction who have complied with the relevant provisions of the Applicable Securities Laws of such Selling Jurisdictions;
- (xvii) that the Corporation is a "reporting issuer" under Canadian Securities Laws and is not on a list of defaulting reporting issuers maintained by any Securities Commission; and
- (xviii) with respect to such other matters as may reasonably be requested by the Agent prior to the Closing Time;

in form and substance acceptable to the Agent, and Agent's Counsel, acting reasonably.

- (b) the Agent shall have received from local counsel in each jurisdiction of incorporation, organization or formation, as the case may be, of each Subsidiary, a legal opinion, in form and substance satisfactory to the Agent, and the Agent's Counsel, acting reasonably, with respect to the following matters:
  - (i) each of the Subsidiaries is a corporation or other form of entity existing under the laws of the jurisdiction in which it was incorporated, organized, formed, amalgamated or continued, as the case may be;
  - (ii) each of the Subsidiaries has the corporate capacity and power to own and lease its properties and assets and to conduct its business as currently being conducted;

- (iii) all of the issued and outstanding shares or other ownership interests or rights of the Subsidiaries are registered, directly or indirectly, in the name of the Corporation or a subsidiary of the Corporation; and
  - (iv) each Subsidiary being current with all corporate filings required to be made under its jurisdiction of incorporation, organization or formation, as the case may be;
- (c) if any Offered Shares are offered and sold in the United States, the Corporation will cause a legal opinion to be delivered to the Agent by the Corporation's counsel, dated and delivered on the Closing Date, in form and substance reasonably satisfactory to the Agent, to the effect that registration under the U.S. Securities Act is not required in connection with the offer and sale of the Offered Shares, provided such offers and sales are made in compliance with Schedule C to this Agreement and provided further that it being understood that no opinion is expressed as to any subsequent resale of any Offered Shares;
- (d) the Corporation shall have delivered to the Agent without charge and in such numbers as the Agent may reasonably request, no later than the third Business Day after the issuance of the Final Passport System Decision Document, in each of the Qualifying Provinces, or such later time as may be agreed upon by the Corporation and the Agent, in such Canadian cities as the Agent may reasonably request, the reasonable requirements of conformed commercial copies of the Final Prospectus, the (final) U.S. Private Placement Memorandum, if applicable, and any Supplementary Material, if applicable;
- (e) 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 Shares, the issuance and delivery of the Compensation Options, Agent's Commission Shares and the Corporate Finance Fee Shares, 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;
- (f) 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 Offering Documents, that:
  - (i) since the date information is given in the Final Prospectus (A) there has been no material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, capital, prospects, assets or liabilities (contingent or otherwise) of the Corporation and the Subsidiaries on a consolidated basis, and (B) no transaction has been entered into by the Corporation or any of the Subsidiaries which constitutes a material change to the Corporation

on a consolidated basis, other than as disclosed in the Final Prospectus or the Supplementary Material, as the case may be;

- (ii) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained in the Final Prospectus which fact or change is, or may be, of such a nature as to render any statement in the Final Prospectus misleading or untrue in any material respect or which would result in a misrepresentation in the Final Prospectus or which would result in the Final Prospectus not complying with applicable Canadian Securities Laws in the Qualifying Provinces, and each such statement shall be true and the Agent shall have no knowledge to the contrary;
- (iii) 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;
- (iv) 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; and
- (v) 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;
- (g) the Agent shall have received (i) at the Closing Time, the electronically executed Compensation Option Certificate, and (ii) the original, fully executed Compensation Option Certificate no later than three Business Days following Closing;
- (h) the Agent shall have received from each of the Locked-up Persons identified in Schedule "B" hereto, an executed Lock-up Agreement in a form satisfactory to the Agent, acting reasonably;
- (i) 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(b) 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;
- (j) the Agent shall have received a certificate of status and/or compliance, where issuable under applicable Law, for the Corporation, and each Subsidiary, dated within one Business Day prior to the Closing Date;
- (k) 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;



- (l) 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;
- (m) the Agent shall have received evidence of the approval (or conditional approval) of the listing and posting for trading of the Common Shares (including the Offered Shares, the Agent's Commission Shares, the Corporate Finance Fee Shares and the Compensation Shares issuable upon exercise of the Compensation Options on the CSE, subject only to satisfaction by the Corporation of the Standard Listing Conditions;
- (n) 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 Shares as contemplated herein shall have been made or obtained;
- (o) 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 Shares 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; and
- (p) 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.

## **ARTICLE 10**

### **CLOSING**

- 10.1 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) subject to Section 10.1(b), the Offered Shares sold pursuant to the Offering, the Agent's Commission Shares and the Corporate Finance Fee Shares, 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) notwithstanding Section 10.1(a), Offered Shares sold pursuant to the Offering to Accredited Investors (as defined in Schedule C) that are not Qualified Institutional Buyers (as defined in Schedule C), or to Qualified Institutional Buyers that have not provided a QIB Letter (as defined in Schedule C), will be issued in physical form represented by a share certificate or direct registration system statement as directed by the Agent, in writing;
  - (c) the original, fully-executed Compensation Option Certificate; and
  - (d) 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 Shares, net of the Agent's Commission payable to the Agent in respect of the Offered Shares 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 10.1 shall be delivered to the Agent in writing not less than two Business Days prior to the Closing Time.

- 10.2 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 Shares 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 9.1(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 Shares, net of the Agent's Commission payable to the Agent in respect of such Agent's Option Shares 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 10.2 shall be delivered to the Agent in writing not less than two Business Days prior to the Agent's Option Closing Time.

## **ARTICLE 11** **TERMINATION**

- 11.1 If 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 Shares in any of the Selling 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 Shares;
- (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 any escalation of the severity 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 Shares;

- (d) the Agent is not satisfied, in its sole discretion, acting reasonably, with the completion of its due diligence investigations of the Corporation and its Subsidiaries;
- (e) the Corporation or its Subsidiaries are in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation or its Subsidiaries in this Agreement becomes or is false in any material respect; or
- (f) the state of the financial markets in Canada or the United States is such that, in the reasonable opinion of the Agent, the Offered Shares cannot be profitably marketed;

then the Agent, shall be entitled, at its option, in accordance with Section 11.3, 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.

11.2 All terms and conditions in Article 9 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.

11.3 The rights of termination contained in this Article 11 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 Article 12.

## **ARTICLE 12** **INDEMNITY**

12.1 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 or alleged misrepresentation (except a misrepresentation relating solely to the Agent and provided by the Agent in writing) in the Offering Documents based upon any failure or alleged failure to comply with Applicable 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 Shares in any of the Selling Jurisdictions;
- (d) the non-compliance or alleged non-compliance by the Corporation with any material requirement of Applicable 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, willful misconduct or fraud of the Indemnified Party.

12.2 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, willful misconduct or fraud of such party.

- 12.3 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.
- 12.4 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.

- 12.5 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.

- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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 agree to accept such trust and to hold and enforce such covenants on behalf of such persons.
- 12.10 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.

**ARTICLE 13**  
**EXPENSES OF THE OFFERING**

- 13.1 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:
- (a) all expenses of or incidental to the issue, sale or Distribution of the Offered Shares;
  - (b) the fees of the Agent's legal counsel (such legal fees not to exceed \$150,000 in respect of Canadian legal counsel, without prior written consent of the Corporation, such consent not to be unreasonably withheld) plus (i) all reasonable disbursements and applicable taxes on such fees and disbursements, and (ii) Agent's United States legal counsel fees and all reasonable disbursements and applicable taxes on such fees and disbursements;
  - (c) all non-legal costs incurred in connection with the preparation of documentation relating to the Offering;
  - (d) the fees and disbursements of accountants and auditors, technical consultants, translators and other applicable experts; and
  - (e) the costs and expenses related to roadshows and marketing activities, printing, filing, Distribution, stock exchange approval and other regulatory compliance.
- 13.2 The fees and expenses referred to in this Article 13 may be subject to HST which shall be payable by the Corporation. In addition, the fees and expenses referred to in this Article 13 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 Article 13 may be deducted from the gross proceeds otherwise payable to the Corporation on Closing. The Agent acknowledge and confirm receipt from the Corporation of a \$50,000 deposit to be applied against the fees and expenses of the Agent referred to in this Article 13.
- 13.3 A reasonably detailed accounting of the fees and expenses referred to in this Article 13 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.

**ARTICLE 14**  
**RIGHT OF FIRST REFUSAL**

- 14.1 From the date of this Agreement until the later of: (i) the date that is one (1) year from the Listing Date, and (ii) the closing date of the Corporation's next offering of securities of the Corporation by way of private placement or public offering, the Agent shall be provided with the exclusive right and opportunity to act as lead agent and sole bookrunner for any offering of securities of the Corporation to be issued and sold in Canada or the United States by private placement or public offering or to provide professional, sponsorship or advisory services performed (or normally performed) by a broker or investment dealer. If the Corporation is intending to proceed with any such issuance or has received a proposal for any such issuance, the Corporation shall provide to the Agent notice of the proposed terms thereof (including the commission payable to that agent) and the Agent shall have an opportunity to respond to the Corporation that they are desirous of acting as agent, or participating as the case may be, in such offering on behalf of the Corporation on the

terms and conditions contained therein. If the Agent declines in writing, the Corporation may proceed with such offering through another agent or underwriter, provided the arrangements with such agent or underwriter are entered into within 30 days thereafter (it being acknowledged and agreed by the Agent that if the Corporation issues any securities to which the foregoing would apply, but does not retain or utilize a registered dealer as agent therefore, the foregoing shall not apply to such issuance, unless any of the subscribers to the issuance of such securities is a subscriber or beneficial purchaser of Common Shares pursuant to the Offering).

**ARTICLE 15**  
**STANDSTILL**

- 15.1 During the period beginning on the Closing Date and ending on the date that is 180 days after the Listing Date, 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 disclosed in the Prospectus;
  - (c) the issuance of Common Shares or other equity securities of the Corporation upon the exercise of convertible securities, warrants, options or obligations outstanding disclosed in the Prospectus; or
  - (d) in connection with any arm's length property acquisition transaction or other corporate acquisitions by the Corporation in the normal course of business.

**ARTICLE 16**  
**SURVIVAL OF REPRESENTATIONS, ETC.**

- 16.1 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 Shares shall survive the purchase of the Offered Shares 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 Shares 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 Article 12, which shall survive indefinitely and shall continue in full force and effect unaffected by any subsequent disposition of the Offered Shares 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 Shares.



**ARTICLE 17**  
**NOTICE**

17.1 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:

Neptra Foods Inc.  
7025 S. Revere Parkway, Unit 100  
Centennial, Colorado, USA 80112

Attention: David Wood, CEO, Neptra Foods Inc.  
Email Address: [Redacted: Personal Information]

with a copy (which shall not constitute notice) to:

McMillan LLP  
Royal Centre, 1055 W. Georgia St., Suite 1500  
Vancouver, BC V6E 4N7  
PO Box 11117

Attention: Michael Shannon  
Email: [Redacted: Personal Information]

(b) In the case of the Agent:

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

Attention: Jason Sleeth  
Email: [Redacted: Personal Information]

with a copy (which shall not constitute notice) to:

Bennett Jones LLP  
One First Canadian Place  
100 King Street West, Suite 3400  
Toronto, Ontario M5X 1A4

Attention: Christopher Travascio  
Email: [Redacted: Personal Information]

17.2 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.

**ARTICLE 18**  
**ALTERNATIVE TRANSACTION**

- 18.1 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 Shares); and (ii) the commissions, including Agent's Commission, Corporate Finance Fee and Compensation Options 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 18.1: (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.

**ARTICLE 19**  
**NO ADVISORY OR FIDUCIARY RESPONSIBILITY**

- 19.1 The Corporation hereby acknowledges that (a) the purchase and sale of the Offered Shares 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 have advised or are 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.

**ARTICLE 20**  
**MISCELLANEOUS**

- 20.1 **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.

- 20.2 **Time.** Time shall be of the essence of this Agreement.
- 20.3 **Headings.** Headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.
- 20.4 **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.
- 20.5 **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.
- 20.6 **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada.
- 20.7 **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.
- 20.8 **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.
- 20.9 **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, the Agent and Canaccord Genuity LLC dated March 30, 2021.
- 20.10 **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:           *(signed) "Jason Sleeth"*            
Jason Sleeth  
Managing Director, Capital Markets  
Origination

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

**NEPRA FOODS INC.**

Per:           *(signed) "David Wood"*            
David Wood  
Chief Executive Officer and Director

**SCHEDULE "A"**  
**SUBSIDIARIES**

1. Nepra Foods, Ltd., a company incorporated pursuant to the laws of the State of Colorado;
2. Gluten Free Baking Solutions, LLC, a limited liability company formed pursuant to the laws of the State of Colorado; and
3. Total Blending Solutions, Ltd., a company incorporated pursuant to the laws of the State of Colorado.

Note: Former subsidiary, Gluten Free Sprouting and Malting, LLC, a limited liability company formed pursuant to the laws of the State of Colorado, was dissolved on December 31, 2020.

**SCHEDULE "B"**  
**LOCKED-UP PERSONS**

1. Alex McAuley;
2. David Wood;
3. Chadwick White;
4. Joel Leonard; and
5. Marc Olmsted.

**SCHEDULE “C”**  
**TERMS AND CONDITIONS FOR UNITED STATES OFFERS AND SALES**

As used in this Schedule “C” and related exhibit, the following terms shall have the meanings indicated:

- (a) **“Accredited Investor”** means an “accredited investor” as specified in Rule 501(a) of Regulation D;
- (b) **“Dealer Covered Person”** has the meaning set forth below;
- (c) **“Directed Selling Efforts”** means “directed selling efforts” as that term is defined in Rule 902(c) of Regulation S, which, without limiting the foregoing, but for greater clarity in this Schedule, includes, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Shares;
- (d) **“Disqualification Event”** has the meaning set forth below;
- (e) **“Foreign Issuer”** means “foreign issuer” as that term is defined in Rule 902(e) of Regulation S;
- (f) **“General Solicitation”** and **“General Advertising”** means “general solicitation” and “general advertising”, respectively, as used under Rule 502(c) under the U.S. Securities Act, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (g) **“Institutional”**
- (h) **“Regulation D”** means Regulation D adopted by the SEC under the U.S. Securities Act;
- (i) **“Regulation D Offered Shares”** has the meaning set forth below;
- (j) **“Regulation S”** means Regulation S adopted by the SEC under the U.S. Securities Act;
- (k) **“QIB Letter”** has the meaning set forth below;
- (l) **“Qualified Institutional Buyer”** means a “qualified institutional buyer” as that term is defined in Rule 144A under the U.S. Securities Act;
- (m) **“SEC”** means the United States Securities and Exchange Commission;



- (n) “**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as that term is defined in Rule 902(j) of Regulation S;
- (o) “**United States**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
- (p) “**U.S. Accredited Investor Certificate**” has the meaning set forth below;
- (q) “**U.S. Affiliate**” means the U.S. registered broker-dealer affiliate of an Agent or, if applicable, a Selling Firm;
- (r) “**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
- (s) “**U.S. Person**” means a U.S. person as that term is defined in Rule 902(k) of Regulation S;
- (t) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; and
- (u) “**U.S. Subscription Agreement**” means the subscription agreement attached as Exhibit I to the U.S. Placement Memorandum.

All other capitalized terms used but not otherwise defined in this Schedule shall have the meanings assigned to them in the Agreement to which this Schedule is attached.

### **Representations, Warranties and Covenants of the Corporation**

The Corporation represents, warrants, covenants and agrees with the Agent that:

1. The Corporation is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the Offered Shares.
2. The Corporation is not, and after giving effect to the offering and the application of the proceeds as contemplated hereby, will not be, required to register as an “investment company” as such term is defined under the Investment Company Act of 1940, as amended.
3. During the period in which the Offered Shares are offered for sale, none of it, its affiliates, or any person acting on its or their behalf (other than the Agent, a U.S. Affiliate, any Selling Firm, any of its or their respective affiliates, or any person acting on any of its or their behalf, in respect of which no representation, warranty, covenant or agreement is made):
  - (i) has made or will make any Directed Selling Efforts; or
  - (ii) has engaged in or will engage in any form of General Solicitation or General Advertising with respect to offers or sales of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet, or broadcast over radio, television or the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising or has taken or will take any action that would constitute a public offering of the Offered Shares in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

4. For a period of six months prior to the commencement of the Offering, none of it, its affiliates or any person acting on its or their behalf (other than the Agent, a U.S. Affiliate, any Selling Firm, any of its or their respective affiliates, or any person acting on any of its or their behalf, in respect of which no representation, warranty, covenant or agreement is made): (i) has sold, offered for sale or solicited any offer to buy, and will not sell, offer for sale or solicit any offer to buy, any of the Corporation's securities in a manner that would be integrated with the offer and sale of the Offered Shares and would cause the exemption from registration set forth in Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of the Offered Shares, and (ii) has engaged or will engage in any General Solicitation or General Advertising in connection with any offer or sale of the Corporation's securities in reliance upon Rule 506(c) of Regulation D or otherwise in a manner that would be integrated with the offer and sale of the Offered Shares and would cause the exemption from registration set forth in Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons.
5. During the period in which the Offered Shares are offered for sale, none of the Corporation, its affiliates, or any person acting on any of its or their behalf (other than the Agent, a U.S. Affiliate, any Selling Firm, any of its or their respective affiliates or any person acting on its or their behalf, in respect of which no representation, warranty, covenant or agreement is made) has taken or will take any action (i) in violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Offered Shares or (ii) that would cause the exemption afforded by Rule 506(b) of Regulation D to be unavailable for offers and sales of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons in accordance with the Agreement, or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Shares outside the United States in accordance with the Agreement.
6. Within 15 days of the first sale of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, the Corporation will file a Form D, Notice of Sale, with the SEC and any applicable state securities commissions in connection with the offer and sale of such securities.
7. Neither the Corporation nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction, temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
8. Except with respect to offers and sales in accordance with this Agreement (including this Schedule "C") in the United States to persons that are Accredited Investors or Qualified Institutional Buyers in reliance upon the exemption from registration set forth in Rule 506(b) of Regulation D, none of the Corporation, its affiliates, or any person acting on its or their behalf (other than the Agent, a U.S. Affiliate, any Selling Firm, any of its or their respective affiliates or any person acting on any of its or their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Shares in the United States; or (B) any sale of Offered Shares unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) the Corporation, its

affiliates, and any person acting on their behalf reasonably believes that the purchaser is outside the United States.

9. As of the Closing Date, with respect to the Offered Shares to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the “**Regulation D Offered Shares**”), none of the Corporation, any of its predecessors, any “affiliated” (as such term is defined in Rule 501(b) of Regulation D) issuer, any director, executive officer or other officer of the Corporation participating in the offering of the Regulation D Offered Shares, any beneficial owner of 20% or more of the Corporation’s outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Offered Shares (other than any Dealer Covered Person, as to whom no representation, warranty, acknowledgement, covenant or agreement is made) is subject to any Disqualification Event.
10. As of the Closing Date, the Corporation is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Offered Shares.

### **Representations, Warranties and Covenants of the Agent**

The Agent acknowledges and agrees that the Offered Shares have not been and will not be registered under the U.S. Securities Act or applicable state securities laws, and the Offered Shares may be offered and sold only in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and any applicable state securities laws. Accordingly, each Agent severally (and not jointly) represents, warrants and covenants to the Corporation that:

1. None of the Agent, a Selling Firm, their respective affiliates or any person acting on any of its or their behalf has offered or will offer any Offered Shares except: (a) in an “offshore transaction,” as such term is defined in Regulation S, outside the United States in accordance with Rule 903 of Regulation S; or (b) in the United States to, or for the account or benefit of, Accredited Investors or Qualified Institutional Buyers purchasing pursuant to the exemption from the registration requirements of the U.S. Securities Act under Rule 506(b) of Regulation D and in compliance with similar exemptions under applicable state securities laws as provided in paragraphs 2 through 12 below. Accordingly, none of the Agent, a Selling Firm, their respective affiliates or any person acting on any of its or their behalf, has made or will make (except as permitted in paragraphs 2 through 12 below): (i) any offer to sell, or any solicitation of an offer to buy, any Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons; (ii) any sale of Offered Shares to any purchaser unless, at the time the buy order was or is originated, the purchaser was outside the United States, or the Agent, a Selling Firm, their respective affiliates or person acting on its or their behalf reasonably believed that such purchaser was outside the United States; or (iii) any Directed Selling Efforts.
2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Shares, except with a Selling Firm or with the prior written consent of the Corporation. It shall require each Selling Firm to agree in writing, for the benefit of the Corporation, to comply with, and shall use its best efforts to ensure that the

Selling Firm complies with, the same provisions of this Schedule “C” as apply to such Agent as if such provisions applied to the Selling Firm.

3. All offers and sales of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons have been and shall be made only by a U.S. Affiliate registered pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which offers and sales were or will be made (unless exempted from the respective state’s broker-dealer registration requirements) and in good standing with the Financial Industry Regulatory Authority, Inc., in compliance with all applicable U.S. federal and state broker-dealer requirements.
4. Offers of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons have not been made and shall not be made: (i) by any form of General Solicitation or General Advertising, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or on the internet, or broadcast over radio, television or the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising or (ii) or has taken or will take any action that would constitute a public offering of the Offered Shares in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.
5. The Agent, acting only through its U.S. Affiliate, has offered and will offer the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons only to offerees with respect to which the Agent or its U.S. Affiliate has a pre-existing business relationship and has reasonable grounds to believe and does believe, are either Accredited Investors or Qualified Institutional Buyers (and in compliance with Rule 506(b) of Regulation D and applicable state securities laws).
6. Prior to the completion of any sale by the Corporation of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, (i) each such purchaser that is an Accredited Investor will be required to complete and execute a U.S. Subscription Agreement and a U.S. Accredited Investor Certificate in the form annexed as Schedule “A” to the U.S. Subscription Agreement (the “**U.S. Accredited Investor Certificate**”), or (ii) each such purchaser that is a Qualified Institutional Buyer thereof will be required to execute a U.S. Subscription Agreement and a Qualified Institutional Buyer Letter in the form attached as Exhibit II thereto (the “**QIB Letter**”).
7. Prior to the Closing Date, the Agent will provide the Corporation and the transfer agent of the Corporation with a list of all purchasers of the Offered Shares who are in the United States or are U.S. Persons or who were offered Offered Shares in the United States. Prior to the Closing Date, the Agent will provide the Corporation with copies of all U.S. Subscription Agreements (including, as applicable, all U.S. Accredited Investor Certificates and QIB Letters), duly executed by such purchasers for acceptance by the Corporation.
8. At Closing, each Agent and Selling Firm that has offered or sold Offered Shares in the United States, or to or for the account or benefit of any U.S. Persons, will provide a certificate, substantially in the form of Exhibit I to this Schedule “C”, relating to the manner of the offer and sale of the Offered Shares in the United States, or to or for the account or benefit of any U.S. Persons, or the Agent and such persons will be deemed to have

represented and warranted that no offers or sales of the Offered Shares were made in the United States.

9. None of the Agent, a Selling Firm, their respective affiliates, or any person acting on any of its or their behalf, has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Shares.
10. As of the Closing Date, with respect to Regulation D Offered Shares, the Agent represents that none of (i) the Agent or any Selling Firm, (ii) the Agent or any Selling Firm's general partners or managing members, (iii) any of the Agent's or the Selling Firm's directors, executive officers or other officers participating in the Offering of the Regulation D Offered Shares, (iv) any of the Agent's or the Selling Firm's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Offered Shares, or (v) any other person associated with any of the above persons that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Offered Shares (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1) under Regulation D (a "**Disqualification Event**").
11. As of the Closing Date, the Agent represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Offered Shares.
12. It is acquiring its Compensation Options as principal for its own account and not for the benefit of any other person. Furthermore, in connection with the grant of the Compensation Options, it is (i) not a U.S. Person and it is not acquiring the Compensation Options in the United States, or on behalf of a U.S. Person or a person located in the United States, and (ii) the Agreement was executed and delivered outside the United States. It agrees that it will not engage in any Directed Selling Efforts with respect to any Compensation Options.

**EXHIBIT I  
TO SCHEDULE “C”**

**AGENT'S CERTIFICATE**

In connection with the offer and sale in the United States of Common Shares (the “**Offered Shares**”) of Nepra Foods Inc. (the “**Corporation**”) pursuant to an agency agreement (the “**Agency Agreement**”) dated August 13, 2021 between the Corporation and Canaccord Genuity Corp. (the “**Agent**”), the undersigned do hereby certify as follows:

- (i) Canaccord Genuity LLC (the “**U.S. Selling Group Member**”) was on the date of each offer and sale of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, and is on the date hereof, a duly registered broker-dealer with the United States Securities and Exchange Commission and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state’s broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.;
- (ii) all offers and sales of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons have been conducted by us through the U.S. Selling Group Member, and in accordance with the terms of the Agency Agreement (including Schedule “C” thereto) and all applicable U.S. federal and state broker-dealers requirements;
- (iii) immediately prior to offering Offered Shares to each prospective purchasers in the United States or who were, or were acting for the account or benefit of, U.S. Persons (each, a “**U.S. Offeree**”), we had reasonable grounds to believe and did believe that each U.S. Offeree was either an “accredited investor” as defined in Rule 501(a) of Regulation D (“**Accredited Investor**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), or a “qualified institutional buyer” as defined in Rule 144A (“**Qualified Institutional Buyer**”) under the U.S. Securities Act, and, on the date hereof, we continue to believe that each U.S. Offeree purchasing the Offered Shares from the Corporation is either an Accredited Investor or a Qualified Institutional Buyer;
- (iv) each U.S. Offeree of Offered Shares was provided with a copy of the U.S. Placement Memorandum in the form agreed to by the Corporation and the Agent;
- (v) in connection with each sale of Offered Shares in the United States we caused each purchaser who is in the United States or is a U.S. Person to execute a U.S. Subscription Agreement in the form annexed to the U.S. Placement Memorandum, and
  - A. we caused each such U.S. purchaser who is an Accredited Investor to complete and a U.S Accredited Certificate in the form of Schedule “A” to the U.S. Subscription Agreement; and
  - B. we caused each such U.S. purchaser who is a Qualified Institutional Buyer to execute a QIB Letter in the form of Exhibit II to the U.S. Subscription Agreement.

- (vi) no form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Securities in the United States; and
- (vii) neither we nor any of our affiliates have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Shares.

Capitalized terms used in this certificate have the meanings given to them in the Agency Agreement, including Schedule “C” attached thereto, unless otherwise defined herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CANACCORD GENUITY CORP.**

**CANACCORD GENUITY LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_