INVESTOR RIGHTS AGREEMENT

THIS AGREEMENT (including all schedules hereto, the "**Agreement**") is made as of the 20th day of March, 2026 (the "**Effective Date**")

B E T W E E N:

PSYCHED WELLNESS LTD., a corporation incorporated under the laws of the Province of Ontario

(the "**Corporation**")

– and –

GOTHAM GREEN FUND III, L.P., a limited partnership formed under the laws of Delaware

("**Gotham Fund III**")

– and –

GOTHAM GREEN FUND III (Q), L.P., a limited partnership formed under the laws of Delaware

("**Gotham Fund III (Q)**", and together with Gotham Fund III, "**Gotham**")

WHEREAS pursuant to a non-binding term sheet effective March 10, 2026 (the "**Term Sheet**") entered into between the Corporation and Gotham, the Corporation agreed to complete a non-brokered private placement (the "**Offering**") of units of the Corporation (each, a "**Unit**") in two tranches;

AND WHEREAS the first tranche of the Offering was completed on the Effective Date pursuant to Subscription Agreements entered into between the Corporation, Gotham, and affiliates and/or co-investors for aggregate gross proceeds of C$859,653.47 (the "**Initial Tranche**");

AND WHEREAS the second and final tranche of the Offering is expected to be completed for gross proceeds of up to C$859,653.47 ("**Tranche 2**");

AND WHEREAS each Unit consists of one common share in the share capital of the Corporation (each, a "**Common Share**") and one Warrant (as defined herein);

AND WHEREAS affiliates and/or co-investors of Gotham may participate in the funding of Tranche 2 (Gotham, together with such affiliates and co-investors, the "**Investors**");

AND WHEREAS in connection with the closing of the Initial Tranche, Gotham will have nomination rights to nominate two Gotham Nominees (as defined herein) and two

Independent Nominees (as defined herein) to the board of directors of the Corporation (the "**Board**") subject to terms as set out below;

AND WHEREAS Tranche 2 is scheduled to close on the Tranche 2 Closing Date (as defined herein) following the satisfaction and/or waiver of the Tranche 2 Closing Conditions (as defined herein);

NOW THEREFORE, in consideration of the participation of the Investors in the Offering (including the subscription of Gotham for the Initial Tranche), the respective covenants and agreements of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

In this Agreement, all capitalized terms used and not defined herein are defined in Schedule 1.1 attached hereto.

1.2 Entire Agreement

This Agreement and the Closing Documents constitute the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties hereto with respect to the Offering, including the Term Sheet.

1.3 Schedules

The Schedules attached to this Agreement form an integral part of this Agreement for all purposes hereof.

1.4 References to Persons and Agreements

Any reference in this Agreement to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable. Except as otherwise provided in this Agreement, the term "**Agreement**" and any reference to this Agreement, or to any other agreement, document or other instrument, includes, and is a reference to, this Agreement or such other agreement, document or other instrument, as the same may have been, or may from time to time be, amended, restated, replaced, supplemented or novated, and includes all schedules hereto.

1.5 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute, and all rules and regulations made thereunder, as the same may have been, or may from time to time be, amended, re-enacted or replaced.

1.6 Non-Business Days

Whenever payments are to be made, or an action is to be taken, on a day which is not a Business Day, such payment shall be made, or such action shall be taken, on or not later than the next succeeding Business Day.

1.7 No Presumption

This Agreement is the product of negotiation by the parties having the assistance of counsel and other advisers. It is the intention of the parties that no party shall be presumed to be the drafter hereof and that this Agreement not be construed more strictly with the regard to one party than to any other party.

ARTICLE 2
OFFERING TERMS

2.1 Purchase and Sale of Tranche 2

(a) Subject to the terms of this Agreement, if Gotham delivers a Tranche 2 Closing Notice (as defined herein) to the Corporation prior to the termination of this Agreement, then, subject to satisfaction of the closing conditions as provided under Article 3, including requisite approval of the CSE, on the Tranche 2 Closing Date, the Corporation shall issue and sell to the Investors, on a non-brokered private placement basis, and Gotham shall purchase, and cause the Investors to purchase, Units (the "**Tranche 2 Units**") at a price per Tranche 2 Unit of C$0.0151 (comprised of C$0.0101 per Common Share and C$0.005 per Warrant) in the amounts and to the Investors identified in the Tranche 2 Closing Notice, provided that:

(i) the aggregate Subscription Amount of the Tranche 2 Units shall not exceed C$859,653.47; and

(ii) if permitted by the policies of the CSE, each of the Warrants to be issued as part of the Tranche 2 Units shall provide for the holder's right to exercise such Warrant on a cashless basis.

(b) The "**Tranche 2 Closing Notice**" shall be a notice in writing setting out the following information:

(i) the aggregate number of Tranche 2 Units being subscribed for and the aggregate Subscription Amount;

(ii) confirmation by Gotham that the Investor Closing Conditions have been satisfied or waived; and

(iii) for each Investor, its name and address, the number of Tranche 2 Units it will acquire in the Tranche 2 Closing and the aggregate Subscription Amount, calculated using the Bank of Canada's closing exchange rate on the Business Day prior to the delivery of the Tranche 2 Closing Notice.

(c) For greater certainty, (i) Gotham shall have no obligation to deliver the Tranche 2 Closing Notice to the Corporation, and no Investor shall have any obligation to purchase any Tranche 2 Units, unless and until a Tranche 2 Closing Notice is delivered to the Corporation; and (ii) if Gotham does deliver a Tranche 2 Closing Notice, Gotham and the Investors may elect to invest less than the aggregate Subscription Amount set forth in Section 2.1(a)(i).

(d) For greater certainty, the Corporation shall have no obligation to proceed with the Tranche 2 Closing if the Corporation Closing Conditions are not satisfied before the Tranche 2 Closing Date (as defined below).

(e) The closing of Tranche 2 (the "**Tranche 2 Closing**") will occur within five Business Days following the delivery of the Tranche 2 Closing Notice to the Corporation, or such other date as the Corporation and Gotham may agree in writing (such date, the "**Tranche 2 Closing Date**").

ARTICLE 3
TRANCHE 2 CLOSING CONDITIONS

3.1 Conditions to Gotham's Obligations

Without limiting Section 2.1(c), the obligation of Gotham to complete the Tranche 2 Closing is subject to satisfaction, or written waiver by Gotham, of each of the following conditions (the "**Investor Closing Conditions**"):

(a) Gotham shall, in their sole discretion, be satisfied with their legal, tax, business and other due diligence with respect to the Corporation and its business, assets, liabilities, current and future operations, condition and prospects (financial or otherwise);

(b) the Corporation having delivered to each Investor duly executed Subscription Agreements;

(c) the Corporation delivering to the Investors direct registration system (DRS) statements representing the Common Shares and certificates representing Warrants, duly registered in the name of each such Investor as set out in the Subscription Agreements;

(d) all of the representations and warranties of the Corporation in each Subscription Agreement relating to Tranche 2 Units must be accurate in all respects as if made on the Tranche 2 Closing Date (unless stated to relate solely to an earlier date, in which case such representation or warranty shall be true and correct in all respects as of such earlier date) and the Corporation shall have delivered a certificate, in form and substance reasonably satisfactory to Gotham, from an officer of the Corporation, certifying the same;

(e) the Corporation shall have performed and complied with all of its covenants and agreements in this Agreement and each of the Closing Documents to be performed or complied with by it prior to or at the Tranche 2 Closing and the Corporation shall have delivered a certificate, in form and substance reasonably satisfactory to Gotham, from an officer of the Corporation, certifying the same;

(f) the Corporation shall have received requisite approval of the CSE for the issuance of the Tranche 2 Units; and

(g) the Corporation is entitled to rely on an exemption from minority approval and valuation requirements under MI 61-101 – *Takeover Bids and Special Transactions* ("**MI 61-101**").

3.2 Conditions to the Corporation's Obligations

The obligation of the Corporation to complete the Tranche 2 Closing is subject to satisfaction, or written waiver by the Corporation, of each of the following conditions (the "**Corporation Closing Conditions**" and together with the Investor Closing Conditions, the "**Tranche 2 Closing Conditions**"):

(a) Gotham having delivered the Tranche 2 Closing Notice to the Corporation prior to the termination of this Agreement;

(b) the Corporation having received requisite approval of the CSE for the issuance of the Tranche 2 Units;

(c) the Corporation is entitled to rely on an exemption from minority approval and valuation requirements under MI 61-101;

(d) Gotham having delivered and causing each Investor to have delivered to the Corporation duly completed and executed Subscription Agreements; and

(e) Gotham having delivered and causing the Investors to have delivered to the Corporation the Subscription Amounts payable by Gotham and each Investor for the Tranche 2 Units in accordance with the Subscription Agreements.

3.3 Obtaining Approval

The Corporation shall use reasonable efforts to obtain the requisite approval of the CSE for the issuance of the Tranche 2 Units.

ARTICLE 4
BOARD OF DIRECTORS MATTERS

4.1 Board of Directors Nomination Rights

(a) On the Effective Date, the Board will be made up of five directors.

(b) Gotham shall, provided that it holds at least 40% of the outstanding Common Shares of the Corporation, be entitled to designate nominees for election or appointment to the Board (each, a "**Nominee**") by giving notice to the Corporation in accordance with this Article 4 as follows:

(i) Gotham shall be entitled to designate up to two individuals to be members of the Board (the "**Gotham Nominees**") one of which shall initially be Lauren Spikes until otherwise determined.

(ii) Gotham shall be entitled to designate up to two Independent Individuals to be members of the Board (the "**Independent Nominees**").

(iii) The Board shall consist of no more than seven directors (the "**Board Size**"), with the majority of the Board being independent at all times, in accordance with applicable Securities Laws and policies of the CSE, and the Corporation shall not, without the prior written consent of Gotham and subject to the obligations of the directors of the Corporation to comply with their fiduciary duties under applicable law:

(A) increase the Board Size; or

(B) fail to recommend against any proposal by the Shareholders to increase the Board Size.

(c) Notwithstanding anything to the contrary in this Agreement, each Nominee shall, as a condition of election or appointment as a director, satisfy the following conditions as reasonably determined by the Board (such conditions referred to as the "**Nominee Conditions**") each Nominee shall:

(i) have not been convicted of a summary, indictable offenses, or crime involving moral turpitude;

(ii) have consented in writing to serve as a director of the Corporation;

(iii) deliver to the CSE, personal information forms, if required pursuant to the policies of the CSE; and

(iv) meet the qualification requirements to serve as a director under the *Business Corporation Act* (Ontario) (or any equivalent statute of a jurisdiction to which the Corporation has been continued or under which it is otherwise governed), Securities Laws and the rules of the CSE or any other stock exchange on which the Common Shares are then listed.

(d) Notwithstanding anything to the contrary in this Agreement, if at any time a Nominee ceases to satisfy any of the Nominee Conditions, Gotham shall promptly cause such Nominee to tender his or her resignation from the Board, which the Board may accept or reject, and the provisions of Section 4.1(e) shall apply.

(e) In the event that a Nominee shall cease to serve as a director of the Corporation, whether due to such Nominee's death, disability, resignation, or removal, the Corporation shall, subject to Section 4.1(c) hereof, cause the Board to promptly appoint a replacement Nominee (who shall be a different person) designated by Gotham to fill the vacancy created by such death, disability, resignation, removal, or failure to satisfy any of the Nominee Conditions, as applicable, provided that Gotham remains eligible to designate a Nominee and that the replacement Nominee satisfies the Nominee Conditions. In the event that a Nominee that is serving on the Board and at any time ceases to satisfy any of the Nominee Conditions, Gotham shall cause such Nominee to resign and the Corporation shall, subject to Section 4.1(c) hereof, cause the Board to promptly appoint a replacement Nominee (who shall be a different person) designated by Gotham to fill the vacancy created by such failure to satisfy any of the Nominee Conditions, provided that Gotham remains eligible to designate a Nominee and that the replacement Nominee satisfies the Nominee Conditions.

(f) The appointment or election of each Nominee shall be subject to such Nominee having provided all such information as may reasonably be required by the Corporation to provide all required disclosure regarding such Nominee as may be required by Securities Laws.

4.2 Obligations of the Corporation re Nominees

(a) Whenever a notice is given to the Corporation in accordance with Section 4.1(b), the Corporation shall use commercially reasonable efforts to:

(i) call a Shareholder Meeting for the purpose of considering the election of such Nominee to the Board, such Shareholder Meeting to be held on a date that is no later than 60 days following the Nominee's designation;

(ii) arrange for the Nominee to be appointed to the Board within 10 days following the Nominee's designation to fill a vacancy; or

(iii) a combination of the foregoing.

(b) The Corporation shall in respect of every Shareholder Meeting, nominate for election to the Board the Nominees, and shall use its commercially reasonable efforts to obtain shareholder approval for the election of the Nominees at such Shareholder Meeting and to that end the Corporation shall:

(i) include each of the Nominees as nominees of management for election to the Board in the materials relating to the applicable Shareholder Meeting; and

(ii) solicit proxies from shareholders in favour of the election of the Nominees in a manner no less rigorous or favourable than the manner in which the Corporation supports all of its other nominees of management for election at any such Shareholder Meeting.

(c) The Corporation shall notify Gotham in writing as soon as practicable upon determining the date of any Shareholder Meeting at which directors of the Corporation are to be elected and Gotham shall advise the Corporation and Board of the name of the Gotham Nominee(s) within 10 Business Days after receiving such notice. If Gotham does not advise the Corporation of the identity of the Nominee(s) prior to such deadline, then Gotham will be deemed to have nominated its incumbent nominee(s).

4.3 Directors' and Officers' Insurance and Indemnity Agreement

The Corporation shall obtain and maintain in force a directors' and officers' insurance policy, with coverage and on terms acceptable to the Board. Each Nominee shall be entitled to the benefit of customary director's and officer's liability insurance and a contractual indemnity agreement with the Corporation in a form that is reasonably satisfactory to the Board.

ARTICLE 5
RIGHT OF FIRST REFUSAL

5.1 Right of First Refusal

(a) For a period of 18 months following the Effective Date (the "**ROFR Period**"), the Corporation shall grant the Investors a right of first refusal on any proposed equity financing, debt financing, convertible financing, or other capital raising transaction (other than issuances pursuant to equity compensation plans or the exercise of outstanding options, warrants, or other awards) ("**Alternative Transaction**").

(b) During the ROFR Period, the Corporation shall give written notice ("**ROFR Notice**") of any proposed Alternative Transaction described in 5.1(a) to Gotham within 5 Business Days after any meeting of the Board at which any such Alternative Transaction is approved. The ROFR Notice shall set forth the material terms and conditions of the proposed Alternative Transaction, including:

(i) The number and description of any new securities proposed to be issued and the percentage of the Corporation's outstanding equity securities that such issuance would represent;

(ii) The proposed issuance date, which shall be at least 20 Business Days from the date of the ROFR Notice;

(iii) The proposed purchase price per security; and

(iv) The applicable exemption from prospectus requirements, if any.

(c) The Investors shall have the irrevocable and exclusive right, exercisable by written notice to the Corporation within 20 Business Days following receipt of the ROFR Notice to participate in or provide such financing on the same terms of the Alternative Transaction outlined in the ROFR Notice.

(d) If the Investors do not provide the written notice described in Section 5.1(c), the Corporation may proceed with the proposed Alternative Transaction on the same terms and conditions as set forth in the ROFR Notice. Notwithstanding the foregoing, if (i) the terms or conditions of the proposed Alternative Transaction are amended, modified, or supplemented in a material manner that differs from the terms and conditions identified in the ROFR Notice, or (ii) the Alternative Transaction is not completed within 60 Business Days after the expiry of the period specified in Section 5.1(c), then this Section 5.1 shall again apply to any proposed Alternative Transaction.

5.2 Notice of Binding Proposal

The Corporation shall promptly notify Gotham in writing of: (i) any material (as determined by the Corporation, acting reasonably) discussions or negotiations with any third party relating to any potential Alternative Transactions, and (ii) any definitive written binding proposal from a third party relating to any potential Alternative Transactions that, if consummated, would be subject to the Investors' rights of first refusal under Section 5.1 of this Agreement. For clarity, except as set forth above, the Corporation shall have no obligation to notify any preliminary or exploratory communications, non-binding interests or negotiations with a third-party that have not resulted in such a definitive written binding proposal.

ARTICLE 6
TERM

6.1 Term

This Agreement shall commence as of the Effective Date and shall continue thereafter indefinitely, unless sooner terminated as follows:

(a) by written agreement of Gotham and the Corporation; or

(b) the date on which Gotham ceases to hold any securities of the Corporation.

6.2 Effect of Termination

Upon any termination of this Agreement, the obligations in Article 9 and Article 10, and such other provisions necessary to give effect thereto shall continue to apply in accordance with their terms.

ARTICLE 7
DISPUTE RESOLUTION

7.1 Arbitration

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration.

(a) The number of arbitrators shall be one.

(b) The seat, or legal place, or arbitration shall be the City of Toronto.

(c) The language to be used in the arbitral proceedings shall be English.

ARTICLE 8
NOTICES

8.1 Notices

(a) Any notice or other communication (a "**Notice**") to be given under this agreement shall be in writing and shall be sufficiently given or made if delivered (i) in person during normal business hours on a Business Day and left with a responsible employee of the recipient; (ii) by overnight courier or registered mail postage prepaid; or (iii) by e-mail, provided the original is sent promptly by overnight courier or registered mail postage prepaid, to the parties as follows below:

(i) to the Corporation at:

Psyched Wellness Ltd.
2905 - 77 King Street West
Toronto, Ontario M5K 1A2

with a copy (which shall not be deemed notice) to:

DLA Piper LLP
333 Bay Street, Suite 5100
Toronto, ON M5H 2R2

Attention: Rajeev Dewan
Email: raj.dewan@ca.dlapiper.com

(ii) to Gotham, at:

[redacted]

with a copy (which shall not be deemed notice) to:

SkyLaw Professional Corporation
22 St. Clair Avenue East, Suite 200
Toronto, ON M4T 2S3

Attention: Kevin R. West
Email: kevin.west@skylaw.ca

(b) Each Notice sent in accordance with this section shall be deemed to have been received: (i) in the case of personal delivery, if delivered before 5:00 p.m. (recipient's time) on the day it was delivered; otherwise, on the first Business Day thereafter; (ii) in the case of a courier or registered mail, the earlier of the day that it was received and the date that is five days following the date that it is sent; or (iii) in the case of an e-mail, on the same day that it was sent if sent on a Business Day and an acknowledgement of receipt is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter. Any party may change its address for Notice by written Notice delivered to the other Parties in accordance with this Article 8.

ARTICLE 9
CONFIDENTIALITY

9.1 Confidentiality

(a) The Corporation acknowledges and agrees that the Nominees shall be entitled to disclose to Gotham and its Affiliates (and their respective Representatives) any information (including Confidential Information) received by the Nominees in their capacity as such, and Gotham further acknowledges and agrees that upon receiving such Confidential Information, Gotham and its Affiliates (and their respective Representatives) may be considered to be a "person or company in a special relationship with an issuer" pursuant to the *Securities Act* (Ontario).

(b) Gotham shall keep confidential and not disclose such Confidential Information in any manner whatsoever, in whole or in part, except as permitted by this Article 9.

(c) Notwithstanding Section 9.1(b):

(i) Gotham may disclose Confidential Information to (A) its Affiliates and (B) its and their respective Representatives; provided, that prior to making any disclosure to such Persons, each such Person has been informed of the confidential nature of the Confidential Information and has been directed to hold the Confidential Information in accordance with this Article 9; and, provided, further, that Gotham shall remain responsible for the compliance by such Persons with the requirements of this Article 9; and

(ii) Gotham shall use commercially reasonable efforts to cause its Affiliates, and each of their respective Representatives that receives Confidential Information to observe the terms of this Article 9 in respect thereof.

(d) The disclosure restrictions contained in Section 9.1(b) do not apply to disclosure that is required by Law, any Order or any other legally binding document discovery requests. Prior to making any such disclosure, Gotham (or its Affiliates, or their respective Representatives that received Confidential Information, as applicable) shall, to the extent practicable and not prohibited by the Law, Order or legally binding request: (i) give the Corporation prompt written notice of the requirement and the proposed content of any disclosure; and (ii) at the Corporation's request and expense, co-operate with the Corporation in limiting the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as the Corporation deems necessary to preserve the confidentiality of the Confidential Information. If a protective order or other remedy is not obtained or the Corporation fails to waive compliance with Section

9.1(b), Gotham (or its Affiliates, or their respective Representatives that received Confidential Information, as applicable) may disclose only that portion of the Confidential Information that it is required to disclose and exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment is given to the Confidential Information disclosed.

(e) For the avoidance of doubt, the disclosure restrictions contained in Section 9.1(b) do not apply to disclosure that is made by Gotham with the prior written consent of the Corporation, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 10
GENERAL

10.1 Further Assurances

Each party shall, from time to time, and at all times hereafter, at the request of the other party, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

10.2 Business Days

If any deadline, expiry of any time period, or date on which a party has any obligation falls on a day which is not a Business Day, the deadline, time period or obligation shall be extended to the next following Business Day. A "**Business Day**" means any day except Saturday, Sunday or any other day on which chartered banks located in Toronto, Canada or Santa Monica, California are generally closed for business.

10.3 Successors and Assigns

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Except as may be expressly provided in this Agreement, neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

10.4 Time

Time shall be of the essence in this Agreement.

10.5 Specific Performance

Irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and accordingly, the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

10.6 <u>Governing Law and Jurisdiction</u>

This Agreement shall be governed by, and construed and interpreted in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein, without regard to conflict of Laws principles.

10.7 <u>Legal Advice</u>

Each party represents and warrants that it has read and fully understood the terms and provisions of this Agreement and has had an opportunity to review it with legal counsel. The parties have executed this Agreement based upon their own respective judgment and advice of independent legal counsel, if sought.

10.8 <u>Counterparts</u>

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

10.9 <u>Severability</u>

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

10.10 <u>Announcements</u>

No press release, public statement or announcement or other public disclosure with respect to this Agreement or the transactions contemplated in this Agreement may be made prior to the Closing Date except in compliance with the provisions of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

PSYCHED WELLNESS LTD.

By: /s/ "*Jeffrey Stevens*"
Name: Jeffrey Stevens
Title: CEO

GOTHAM GREEN FUND III, L.P.
By Gotham Green GP III, LLC, its General Partner

By: /s/ "*Jason Adler*"
Name: Jason Adler
Title:

GOTHAM GREEN FUND III (Q), L.P.
By Gotham Green GP III, LLC, its General Partner

By: /s/ "*Jason Adler*"
Name: Jason Adler
Title:

SCHEDULE 1.1
DEFINED TERMS

In this Agreement, the following terms have the meanings set out below:

(a) "**Affiliate**" means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more Persons, Controls, or is Controlled by, or is under common Control with, such specified Person;

(b) "**Alternative Transaction**" has the meaning given to it in Section 5.1(a);

(c) "**Board Size**" has the meaning given to it in Section 4.1(b)(iii);

(d) "**Board**" has the meaning given to it in the recitals;

(e) "**Business Day**" has the meaning given to it in Section 10.2;

(f) "**Closing Documents**" means the Subscription Agreements and Warrant certificates;

(g) "**Common Share**" has the meaning given to it in the recitals;

(h) "**Confidential Information**" means all information, data and technology disclosed to Gotham, its Affiliates or their respective Representatives, or the Nominees by or on behalf of the Corporation, its Affiliates or their respective Representatives, and any other information that Gotham, its Affiliates or their respective Representatives receives or acquires from the Corporation, its Affiliates or their respective Representatives in connection with this Agreement, provided that the following shall not constitute Confidential Information:

(i) information that becomes publicly available other than as a result of a breach of this Agreement;

(ii) information that is available to Gotham (or its Affiliates or their respective Representatives) on a non-confidential basis prior to disclosure by the Corporation, its Affiliates, or their respective Representatives;

(iii) information which becomes available to Gotham (or its Affiliates or their respective Representatives) on a non-confidential basis from a source or third party other than the Corporation, its Affiliates, or their respective Representatives, where such third party was not, to Gotham's knowledge, under an obligation of confidence with the Corporation, its Affiliates, or their respective Representatives at the time of such third party's disclosure to Gotham (or its Affiliates or their respective Representatives); and

(iv) information that was independently developed by Gotham (or its Affiliates or their respective Representatives) without using any Confidential Information.

(i) “**Control**”, “**Controlled by**” and “**under common Control with**”, as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise, and for such purposes a Person that is a limited partnership is deemed to be Controlled by its general partner(s);

(j) “**Corporation Closing Conditions**” has the meaning given to it in Section 3.2;

(k) “**CSE**” means the Canadian Securities Exchange;

(l) “**Effective Date**” has the meaning given to it in the recitals;

(m) “**Gotham Nominees**” has the meaning given to it in Section 4.1(b)(i);

(n) “**Governmental Body**” means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities or stock exchange;

(o) “**Independent Individual**” means an individual that is independent for the purposes of *National Instrument 58-102* Section 1.2, and in addition such individual must not be an employee, officer, or director of any of the Investors.

(p) “**Independent Nominees**” has the meaning given to it in Section 4.1(b)(ii);

(q) “**Initial Tranche**” has the meaning given to it in the recitals;

(r) “**Investor Closing Conditions**” has the meaning given to it in Section 3.1;

(s) “**Investors**” has the meaning given to it in the recitals;

(t) “**Law**” means any and all applicable: (a) foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal bylaw, Order or other requirement having the force of law; (b) policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law; and (c) rule, regulation or policy of the CSE;

(u) “**Nominee**” has the meaning given to it in Section 4.1(b);

(v) “**Offering**” has the meaning given to it in the recitals;

(w) “**Order**” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Body;

(x) “**Person**” means any individual, corporation or company with or without share capital, partnership, joint venture, association, trust, unincorporated organization, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

(y) "**Representative**" means, in respect of any Person, the directors, officers, employees, consultants and professional advisers of such Person;

(z) "**Securities Laws**" means all applicable securities laws and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, Orders, blanket rulings and other regulatory instruments of the Securities Regulators, and all rules and policies of the CSE and any other stock exchange on which securities of the Corporation are traded;

(aa) "**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in each of the Provinces of Canada and in any other jurisdictions whose Securities Laws are applicable to the Corporation;

(bb) "**Shareholder Meeting**" means any meeting of shareholders of the Corporation at which the election of directors to the Board is considered, and at every reconvened meeting following an adjournment or postponement thereof;

(cc) "**Subscription Agreement**" means any subscription agreement by which an Investor subscribes for Units substantially in the form attached as Schedule 3;

(dd) "**Subscription Amount**" has the meaning given to it in the Subscription Agreement;

(ee) "**Term Sheet**" has the meaning given to it in the recitals;

(ff) "**Tranche 2 Closing Conditions**" has the meaning given to it in Section 3.2;

(gg) "**Tranche 2 Closing Date**" has the meaning given to it in Section 2.1(e);

(hh) "**Tranche 2 Closing Notice**" has the meaning given to it in Section 2.1(b);

(ii) "**Tranche 2 Closing**" has the meaning given to it in Section 2.1(d);

(jj) "**Tranche 2 Units**" has the meaning given to it in Section 2.1(a);

(kk) "**Tranche 2**" has the meaning given to it in the recitals;

(ll) "**Unit**" has the meaning given to it in the recitals;

(mm) "**Warrant**" means a Common Share purchase warrant entitling the holder thereof to acquire one Common Share at an exercise price of C$0.0051 per Common Share at any time for a period of sixty months from the date of issuance, subject to the other terms and conditions of the warrants set out in the Form of Warrant Certificate in Schedule 2.