UNDERWRITING AGREEMENT

June 10, 2021

AnalytixInsight Inc.
100-2 Toronto Street, Suite 235
Toronto, ON, M5C 2B5

Attention: Prakash Hariharan, Chairman & Chief Executive Officer

Dear Sirs/Mesdames:

Canaccord Genuity Corp. ("**Canaccord**"), Cantor Fitzgerald Canada Corporation ("**Cantor**" and together with Canaccord, the "**Lead Underwriters**"), as co-lead underwriters and joint bookrunners, along with Roth Canada, ULC (together with the Lead Underwriter, the "**Underwriters**") hereby severally (and not jointly, nor jointly and severally) offer to purchase from AnalytixInsight Inc. (the "**Company**"), in the respective percentages set forth in Section 21 hereof, and the Company hereby agrees to issue and sell to the Underwriters, upon and subject to the terms hereof, an aggregate of 11,500,000 units (the "**Firm Units**") of the Company, on an "overnight marketed" basis, at a price of $0.70 per Firm Unit (the "**Offering Price**") for aggregate gross proceeds of $8,050,000.

Each Firm Unit shall be comprised of one Common Share (as defined herein) (each a "**Firm Share**", and collectively the "**Firm Shares**") and one half of one Common Share purchase warrant (each whole warrant, a "**Firm Warrant**", and collectively the "**Firm Warrants**"). Warrants (as defined herein) shall be created and issued pursuant to a warrant indenture (the "**Warrant Indenture**") to be dated as of the Closing Date (as defined herein) between the Company and TSX Trust Company, in its capacity as warrant agent thereunder (the "**Warrant Agent**"), and each Warrant will entitle the holder thereof to acquire one Common Share (each a "**Warrant Share**" and, collectively, the "**Warrant Shares**") at a price of $0.90 per Warrant Share, for a period of 36 months from the Closing Date, subject to the Expiry Acceleration Right (as defined herein). The description of the Warrants (as defined herein) herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture.

Upon and subject to the terms and conditions contained herein, and as more particularly described in Section 16, the Company hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase, severally (and not jointly, nor jointly and severally), in the respective percentages set forth in Section 21 hereof, up to an additional 1,725,000 units (the "**Additional Units**"), solely for the purposes of covering over-allotments and for market stabilization purposes. Each Additional Unit shall be comprised of one Common Share (each an "**Additional Share**" and, collectively, the "**Additional Shares**") and one half of one Common Share purchase warrant (each whole warrant, an "**Additional Warrant**", and collectively the "**Additional Warrants**", and together with the Additional Units and the Additional Shares, the "**Additional Securities**").

Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to (i) the "**Offered Securities**" shall mean, collectively, the Firm Units (and, as the context requires, the securities comprising or underlying the Firm Units) and the Additional Securities (and, as the context requires, the securities comprising or underlying the Additional Securities), (ii) the "**Offering**" shall mean the offering of the Offered Securities by the Company,

(iii) the "**Unit Shares**" shall mean, collectively, the Firm Shares and the Additional Shares, and (iv) the "**Unit Warrants**" shall mean, collectively, the Firm Warrants and the Additional Warrants.

A portion of the Offering, up to aggregate gross proceeds of $4,000,000, will be made available to certain purchasers on the President's List to be agreed upon by the Company and the Lead Underwriters, each acting reasonably.

The Offering shall take place in each of the provinces of Canada other than Quebec (the "**Qualifying Jurisdictions**") and in the United States (as defined herein), provided, however, that offers and sales of the Firm Units and any Additional Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, shall be made only to Qualified Institutional Buyers (as defined herein) on a private placement basis pursuant to an exemption from the registration requirements of the U.S. Securities Act (as defined herein) provided by Rule 144A (as defined herein) and in accordance with applicable state securities laws and the provisions of Schedule "A" to this Agreement. The Underwriters, on their own behalf and on behalf of their U.S. Affiliates (as defined herein), and the Company acknowledge that Schedule "A" (and exhibits thereto) forms a part of this Agreement and is incorporated by reference herein.

The Underwriters understand that the Company has prepared and filed with each of the Canadian Securities Commissions (as hereinafter defined): (a) a preliminary short form prospectus dated June 9, 2021 (together with the Documents Incorporated by Reference (as hereinafter defined) therein, the "**Bulleted Preliminary Prospectus**"), and obtained a decision document issued by the Ontario Securities Commission (the "**OSC**"), as principal regulator, evidencing that a receipt (or deemed receipt) has been issued for the Bulleted Preliminary Prospectus in each of the Qualifying Jurisdictions; and (b) on June 10, 2021, the Company is eligible to file, and shall prepare and file an, amended and restated preliminary short form prospectus (together with the Documents Incorporated by Reference therein, the "**Amended and Restated Preliminary Prospectus**") and will obtain promptly thereafter a decision document issued by the OSC, as principal regulator, evidencing that a receipt (or deemed receipt) has been issued for the Amended and Restated Preliminary Prospectus in each of the Qualifying Jurisdictions. The Underwriters also understand that the Company shall prepare and will file within the time limits and on the terms set out below a (final) short form prospectus (together with the Documents Incorporated by Reference therein, the "**Final Prospectus**"), and all other necessary documents in order to qualify the Offered Securities for distribution to the public in each of the Qualifying Jurisdictions.

After a reasonable effort has been made to sell all of the Firm Units at the Offering Price, the Underwriters may subsequently reduce the selling price to investors from time to time, provided that any such reduction in the Offering Price shall not affect the aggregate gross proceeds less the Underwriting Fee payable to the Company.

This Agreement shall be subject to the following terms and conditions:

SECTION 1
INTERPRETATION

1.1 **Definitions**.

Where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

“**Additional Securities**” has the meaning given to such term in the third paragraph of this Agreement;

“**Additional Shares**” has the meaning given to such term in the third paragraph of this Agreement;

“**Additional Units**” has the meaning given to such term in the third paragraph of this Agreement;

“**Additional Warrants**” has the meaning given to such term in the third paragraph of this Agreement;

“**Agreement**” means this underwriting agreement dated June 10, 2021 between the Company and the Underwriters, as the same may be supplemented, amended and/or restated from time to time;

“**Amended and Restated Preliminary Prospectus**” has the meaning given to it in the sixth paragraph of this Agreement;

“**Anti-Money Laundering Laws**” has the meaning given in Section 7.56;

“**Applicable Laws**” means, in relation to any person or persons, the Canadian Securities Laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guidance document, of any Governmental Authority that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority, having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

"**associate**", "**affiliate**", "**insider**" and “**subsidiary**” have the respective meanings given to them in the Securities Act;

“**Broker Unit Shares**” has the meaning given to that term in Section 11.1;

“**Broker Unit Warrant Shares**” has the meaning given to that term in Section 11.1;

“**Broker Unit Warrants**” has the meaning given to that term in Section 11.1;

“**Broker Units**” has the meaning given to that term in Section 11.1;

“**Broker Warrants**” has the meaning given to that term in Section 11.1;

“**Bulleted Preliminary Prospectus**” has the meaning given to it in the sixth paragraph of this Agreement;

“**Business Day**” means any day, other than a Saturday or Sunday, on which banks are open for business in Toronto, Ontario;

“**Canaccord**” has the meaning given to that term in the first paragraph of this Agreement;

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

“**Canadian Securities Laws**” means all applicable securities laws in each of the Qualifying Jurisdictions and the respective rules, regulations, instruments, blanket orders and blanket rulings under such laws together with applicable published policies, policy statements and notices of the Canadian Securities Commissions;

“**Cantor**” has the meaning given to that term in the first paragraph of this Agreement;

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

“**Closing**” means the completion of the issue and sale by the Company, and the purchase by the Underwriters, of the Firm Units and, if applicable, any Additional Securities under the Over-Allotment Option, pursuant to this Agreement;

“**Closing Date**” has the meaning given to it in Section 14;

“**Closing Time**” has the meaning given to it in Section 14;

“**Common Shares**” means the common shares in the capital of the Company;

“**Company**” has the meaning given to it in the first paragraph of this Agreement;

“**Compensation Securities**" means, collectively, the Broker Warrants, the Broker Units, the Broker Unit Shares, the Broker Unit Warrants, the Broker Unit Warrant Shares, the Corporate Finance Fee Units, the Corporate Finance Fee Unit Shares, the Corporate Finance Fee Unit Warrants and the Corporate Finance Fee Unit Warrant Shares;

“**controlled**”, “**distribution**”, “**material change**” and “**material fact**” have the respective meanings given to them in the Securities Laws of the Qualifying Jurisdictions, except where otherwise specified in this Agreement;

“**Corporate Finance Fee**” has the meaning given to that term in Section 11.1;

“**Corporate Finance Fee Unit Shares**” has the meaning given to that term in Section 11.1;

“**Corporate Finance Fee Unit Warrant Shares**” has the meaning given to that term in Section 11.1;

“**Corporate Finance Fee Unit Warrants**” has the meaning given to that term in Section 11.1;

“**Corporate Finance Fee Units**” has the meaning given to that term in Section 11.1;

“**Documents Incorporated by Reference**” means all interim and annual financial statements, management’s discussion and analysis, business acquisition reports, management information circulars, annual information forms, material change reports, Marketing Documents and other documents that are or are required by Canadian Securities Laws to be incorporated by reference into the Offering Documents, as applicable;

“**Eligible Issuer**” means an issuer which meets the criteria and has complied with the requirements of NI 44-101 so as to be qualified to offer securities by way of a short form prospectus;

“**Encumbrance**” means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest;

“**Engagement Letter**” means the engagement letter between the Company and the Lead Underwriters dated June 9, 2021;

“**Environmental Laws**” means any federal, state, provincial, territorial or local law, statute, ordinance, rule, regulation, order, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety or the regulation, protection, cleanup or restoration of the environment or natural resources, including those relating to the distribution, processing, generation, treatment, control, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials or Conditions, and “**Hazardous Materials or Conditions**” means any material, substance (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) or condition that is regulated by or may give rise to liability under any Environmental Laws;

“**Expiry Acceleration Right**” means that if the volume weighted average trading price of the Common Shares on the TSXV, or if the Common Shares are not trading on the TSXV, such other exchange on which the Common Shares may primarily trade, is greater than $1.80 for any consecutive ten (10) trading days, the Company has the right to send written notice to the holders of the Warrants, within ten (10) business days of such condition being met, that the Warrants will expire on the date set out in the written notice which must be at least thirty (30) trading days after such notice is given;

“**Euclides**” means Euclides Technologies, Inc.;

“**Final Prospectus**” has the meaning given to it in the sixth paragraph of this Agreement;

“**Financial Statements**” has the meaning given to it in Section 7.20;

“**Firm Shares**” has the meaning given to it in the second paragraph of this Agreement;

“**Firm Units**” has the meaning given to it in the first paragraph of this Agreement;

“**Firm Warrants**” has the meaning given to it in the second paragraph of this Agreement;

“**Governmental Authority**” means and includes, without limitation, any national, federal, provincial, state or municipal government or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**IFRS**” has the meaning given to it in Section 7.20;

“**Indemnified Party**” has the meaning given to it in Section 8.1;

“**Indemnifying Party**” has the meaning given to it in Section 8.1;

“**Intellectual Property**” has the meaning given to in Section 7.35;

“**InvestoPro**” means InvestoPro SIM S.p.A.;

“**Lead Underwriter**” has the meaning given to it in the first paragraph of this Agreement;

“**Marketing Documents**” means the marketing materials approved in accordance with Section 3.5;

“**marketing materials**” has the meaning given to it in NI 41-101;

“**MarketWall**” means MarketWall SRL;

“**MarketWall Shareholders’ Agreement**” means the shareholders’ agreement in respect of the shares of MarketWall, an unofficial translated copy of which was made available to the Underwriter’s counsel on June 4, 2021;

“**Material Adverse Effect**” means any event, fact, circumstance, development, occurrence or state of affairs (i) that is materially adverse to the business, assets (including intangible assets), affairs, operations, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations of the Company and the Subsidiaries, taken as a whole, whether or not arising in the ordinary course of business, or (ii) that would result in any of the Offering Documents containing a misrepresentation;

“**Material Agreements**” mean any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Company or a Subsidiary is a party or by which the Company or a Subsidiary or a material portion of the assets thereof are bound which is material to the Company and the Subsidiaries, taken as a whole (on a consolidated basis);

“**misrepresentation**” means a misrepresentation for the purposes of Canadian Securities Laws or where such term is undefined under such Securities Laws means (i) an untrue statement of a material fact, or (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made;

“**MI 11-102**” means Multilateral Instrument 11-102 – *Passport System*;

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

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

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

“**NI 52-109**” means National Instrument 52-109 – *Certification of Disclosure in Issuers’ Annual and Interim Filings*;

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

“**Offered Securities**” has the meaning given to it in the fourth paragraph of this Agreement;

“**Offering**” has the meaning given to it in the fourth paragraph of this Agreement;

"**Offering Documents**" means each of the Prospectuses, together with any Prospectus Amendment, including the Documents Incorporated by Reference, any Marketing Documents and the U.S. Placement Memorandum;

"**Offering Price**" has the meaning given to it in the first paragraph of this Agreement;

"**OSC**" has the meaning given to it in the sixth paragraph of this Agreement;

"**Over-Allotment Closing Date**" has the meaning given to it in Section 16.1;

"**Over-Allotment Closing Time**" has the meaning given to it in Section 16.2;

"**Over-Allotment Option**" has the meaning given to it in the third paragraph of this Agreement;

"**President's List**" has the meaning given to it in Section 11.1;

"**Prospectus Amendment**" means any amendment to a Prospectus;

"**Prospectus Receipt**" means the receipt issued by the OSC, which is deemed to also be a receipt of the other Canadian Securities Commissions pursuant to MI 11-102 and NP 11-202, for each of the Bulleted Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus, and any Prospectus Amendment, as the case may be;

"**Prospectuses**" means, collectively, the Bulleted Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and the Final Prospectus and "**Prospectus**" means any one of them, in each case including all of the Documents Incorporated by Reference;

"**Public Disclosure Documents**" means, collectively, all of the documents which have been filed on www.sedar.com by or on behalf of the Company during the two-year period prior to the Closing Date with the relevant Securities Commissions pursuant to the requirements of Canadian Securities Laws;

"**Purchasers**" means, collectively, each of the purchasers of the Offered Securities arranged by the Underwriters pursuant to the Offering;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as such term is defined in Rule 144A(a)(1) under the U.S. Securities Act;

"**Qualifying Jurisdictions**" has the meaning given to it in the fifth paragraph of this Agreement;

"**Regulation S**" means Regulation S promulgated under the U.S. Securities Act;

"**Rule 144A**" means Rule 144A adopted by the SEC under the U.S. Securities Act;

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

"**Securities Laws**" means the Canadian Securities Laws and the U.S. Securities Laws;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**Selling Firm**" has the meaning given to it in Section 2.1;

“**Standard Listing Conditions**” has the meaning given to it in Section 5.5;

“**Subsidiaries**” means Euclides Technologies, Inc., MarketWall and InvestoPro and “**Subsidiary**” means any one of them;

“**Supplementary Material**” means, collectively, any amendment to the Offering Documents and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Company under Canadian Securities Laws relating to the Offering and/or the distribution of the Offered Securities and the Broker Warrants;

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, both as amended from time to time and any proposed amendments thereto announced publicly by or on behalf of the Minister of Finance (Canada) on or prior to the date of this Agreement;

“**template version**” has the meaning ascribed to such term in NI 41-101 and includes any revised template version of marketing materials as contemplated by NI 41-101;

“**TSXV**” means the TSX Venture Exchange;

“**Underwriters**” has the meaning given to it in the first paragraph of this Agreement;

“**Underwriters’ Expenses**” has the meaning given to it in Section 17;

“**Underwriters’ Fee**” has the meaning given to it in Section 11.1;

“**Unit Shares**” has the meaning given to such term in the fourth paragraph of this Agreement;

“**Unit Warrants**” has the meaning given to such term in the fourth paragraph of this Agreement;

“**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 Underwriters means the U.S. registered broker-dealer affiliate of such Underwriters;

“**U.S. Amended and Restated Preliminary Placement Memorandum**” means the amended and restated preliminary U.S. private placement memorandum (which shall include the Amended and Restated Preliminary Prospectus) used to make offers of Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 144A under the U.S. Securities Act in accordance with Schedule “A” hereto, and any exhibits, schedules or attachments thereto;

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

“**U.S. Final Placement Memorandum**” means the final U.S. private placement memorandum (which shall include the Final Prospectus) used to make offers of Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 144A under the U.S. Securities Act in accordance with Schedule “A” hereto, and any exhibits, schedules or attachments thereto;

“**U.S. Person**” means a “**U.S. person**” as such term is defined in Rule 902(k) of Regulation S;

“**U.S. Placement Memorandum**” means the U.S. Preliminary Placement Memorandum, U.S. Amended and Restated Preliminary Placement Memorandum, U.S. Final Placement Memorandum and any amendment thereto used to make offers and sales of Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 144A under the U.S. Securities Act, as applicable, in accordance with Schedule “A” hereto, and any exhibits, schedules or attachments thereto;

“**U.S. Preliminary Placement Memorandum**” means the preliminary U.S. private placement memorandum (which shall include the Bulleted Preliminary Prospectus) used to make offers of Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 144A under the U.S. Securities Act in accordance with Schedule “A” hereto, and any exhibits, schedules or attachments thereto;

“**U.S. Purchaser**” means a Purchaser who (i) was or is offered Offered Securities while in the United States, who is a U.S. Person or who is acting for the account or benefit of a person in the United States or a U.S. Person or (ii) purchases Offered Securities while in the United States, is a U.S. Person or purchases Offered Securities for the account or benefit of a person in the United States or a U.S. Person;

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

“**U.S. Securities Laws**” means all applicable securities legislation in the United States, including, without limitation, the U.S. Securities Act, the U.S. Exchange Act, and any applicable state securities laws;

“**Warrant Agent**” has the meaning given to such term in the second paragraph of this Agreement;

“**Warrant Indenture**” has the meaning given to such term in the second paragraph of this Agreement; and

“**Warrant Shares**” has the meaning given to such term in the second paragraph of this Agreement;

“**Warrants**” means, collectively, the Unit Warrants, the Broker Unit Warrants and Corporate Finance Fee Unit Warrants.

1.2 Capitalized terms used but not defined herein have the meanings ascribed to them in the Bulleted Preliminary Prospectus.

1.3 Any reference in this Agreement to a Section or Subsection shall refer to a section or subsection of this Agreement.

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

1.5 Any reference in this Agreement to "$" or to "dollars" shall refer to the lawful currency of Canada, unless otherwise specified.

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

Schedule "A" — Compliance with United States Securities Laws.

SECTION 2
DISTRIBUTION OF THE OFFERED SECURITIES

2.1 Subject to prior approval by the Company, each Underwriter shall be permitted to (a) appoint additional investment dealers or brokers (each, a "**Selling Firm**") as its agents in the Offering, and (b) determine the remuneration payable to such Selling Firm. The Underwriters may offer the Offered Securities, directly and through Selling Firms or any duly registered affiliate of an Underwriter, in the Qualifying Jurisdictions for sale to the public only in accordance with Canadian Securities Laws and in any jurisdiction outside of the Qualifying Jurisdictions (subject to Section 6 hereof) to purchasers permitted to purchase the Offered Securities only in accordance with Canadian Securities Laws and applicable securities laws in such jurisdiction, and upon the terms and conditions set forth in the Offering Documents and in this Agreement. Each Underwriter shall require any Selling Firm appointed by such Underwriter to agree in writing to the foregoing and such Underwriter shall be severally (and not jointly, nor jointly and severally) responsible for the compliance by such Selling Firm with the provisions of this Agreement.

2.2 The Underwriters shall, and shall require any Selling Firm to agree to, distribute the Offered Securities in a manner that complies with all Applicable Laws and regulations (including, but not limited to, Rule 144A) in each jurisdiction into and from which they may offer to sell the Offered Securities or distribute the Offering Documents, as applicable, in connection with the distribution of the Offered Securities and will not, directly or indirectly, offer, sell or deliver any Offered Securities or deliver the Offering Documents, as applicable, to any person in any jurisdiction other than in the Qualifying Jurisdictions and, in the case of the U.S. Placement Memorandum, to U.S. Purchasers in reliance on Rule 144A and in compliance with applicable state securities laws, except in a manner which will not require the Company to comply with the registration, prospectus, continuous disclosure, filing or other similar requirements under the applicable securities laws of such other jurisdictions.

2.3 For purposes of this Section 2 the Underwriters shall be entitled to assume that the Offered Securities are qualified for distribution in any Qualifying Jurisdiction where a Prospectus Receipt shall have been obtained following the filing of the Final Prospectus, unless otherwise notified in writing by the Company.

2.4 The Lead Underwriters shall promptly notify the Company when, in their opinion, the distribution of the Offered Securities has ceased and will provide to the Company, as soon as practicable thereafter, a breakdown of the number of Offered Securities distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Canadian Securities Commissions.

2.5 The Underwriters shall not, in connection with the services provided hereunder, make any representations or warranties with respect to the Company or its securities, other than as set forth in the Offering Documents.

2.6 Notwithstanding the foregoing provisions of this Section 2, no Underwriter will be liable to the Company under this Section 2 or Schedule “A” to this Agreement with respect to a default by another Underwriter or another Underwriter’s duly registered broker dealer affiliate, as the case may be.

2.7 The Underwriters acknowledge that the Company is not taking any steps to qualify the Offered Securities for distribution or register the Offered Securities or the distribution thereof with any securities authority outside of the Qualifying Jurisdictions.

2.8 The Company and the Underwriters hereby acknowledge that the Offered Securities have not been and will not be registered under the U.S. Securities Act or any applicable state securities laws and may not be offered or sold to U.S. Purchasers except on a private placement basis to persons reasonably believed to be Qualified Institutional Buyers in accordance with Rule 144A and in compliance with applicable state securities laws. Accordingly, the Company and each Underwriter hereby agree that offers and sales of the Offered Securities shall be conducted only in the manner specified in Schedule “A” hereto, which terms and conditions are hereby incorporated by reference in and form a part of this Agreement.

2.9 Any press release announcing or otherwise concerning the Offering shall include an appropriate notation as follows in substantially the following form: “NOT FOR DISTRIBUTION TO U.S. NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES”. In addition, any such press release shall contain the following disclaimer in substantially the following form: “The securities described herein have not been, nor will they be, registered under the United States Securities Act of 1933, as amended, or any state securities laws, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons absent registration or an applicable exemption from the registration requirements. This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.”

SECTION 3
FILING OF PROSPECTUSES; MARKETING MATERIALS; DUE DILIGENCE

3.1 The Company shall prepare and, by 5:00 p.m. (Toronto time) on June 10, 2021 (or such later time and date as may be agreed to in writing by the Company and the Underwriters), file the Amended and Restated Preliminary Prospectus under Canadian Securities Laws, and shall subsequently obtain a receipt (or deemed receipt) therefor from each of the Canadian Securities Commissions.

3.2 The Company shall use commercially reasonably efforts to satisfy all comments from the Canadian Securities Commissions with respect to the Amended and Restated Preliminary Prospectus as soon as possible after receipt of such comments.

3.3 The Company shall prepare and, by 5:00 p.m. (Toronto time) on June 23, 2021 (or such later time and date as may be agreed to in writing by the Company and the Underwriters), file the Final Prospectus under Canadian Securities Laws, and shall subsequently obtain a receipt (or deemed receipt) therefor from each of the Canadian Securities Commissions, and shall take all other steps and proceedings that may be necessary to be taken by the Company in order to qualify the Offered Securities for distribution in each of the Qualifying Jurisdictions by the Underwriters under the Canadian Securities Laws.

3.4 During the period of the distribution of the Offered Securities, the Company shall cooperate in all respects with the Underwriters to allow and assist the Underwriters to participate fully in the preparation of, and allow the Underwriters to approve (acting reasonably and without undue delay) the form and content of, the Offering Documents and shall allow the Underwriters to conduct all "due diligence" investigations which the Underwriters may reasonably require to fulfil the Underwriters' obligations under Canadian Securities Laws as underwriter and, in the case of the Prospectuses and any Prospectus Amendments, to enable the Underwriters responsibly to execute any certificate required to be executed by the Underwriters.

3.5 Without limiting the generality of Section 3.4 above, during the distribution of the Offered Securities:

(a) the Company shall prepare, in consultation with the Lead Underwriter, and shall approve in writing, prior to the time that any such marketing materials are provided to potential Purchasers, a template version of any marketing materials reasonably requested to be provided by the Underwriters to any such potential Purchasers, and such marketing materials shall comply with Canadian Securities Laws and shall be acceptable in form and substance to the Underwriters and their counsel, acting reasonably;

(b) the Lead Underwriter shall, on behalf of the Underwriters, approve a template version of any such marketing materials in writing prior to the time that such marketing materials are provided to potential Purchasers, such approval not to be unreasonably withheld or delayed;

(c) the Company shall file a template version of any such marketing materials on SEDAR as soon as reasonably practical after such marketing materials are so approved in writing by the Company and the Lead Underwriter and in any event on or before the day the marketing materials are first provided to any potential Purchaser, and any comparables shall be removed from the template version in accordance with NI 44-101 prior to filing such on SEDAR (provided that if any such comparables are removed, the Company shall deliver a complete template version of any such marketing materials to the OSC), and the Company shall provide a copy of such filed template version to the Underwriters as soon as practicable following such filing; and

(d) following the approvals and filings set forth in Section 3.5(a) to Section 3.5(c) above, the Underwriters may provide a limited use version of such marketing materials to potential Purchasers in accordance with Canadian Securities Laws.

3.6 The Company and each Underwriter, on a several basis (and not jointly, nor jointly and severally), covenant and agree not to provide any potential Purchaser with any marketing materials except for marketing materials which have been approved as contemplated in Section 3.5.

SECTION 4
MATERIAL CHANGES

4.1 During the period from the date of this Agreement to the completion of the distribution of the Offered Securities, the Company covenants and agrees with the Underwriters that it shall promptly notify the Underwriters in writing of:

(a) any material change (actual, anticipated, contemplated or threatened) in or relating to the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or ownership of the Company;

(b) any material fact which has arisen or 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 document; or

(c) any change in any material fact (which for purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Offering Documents, as they exist immediately prior to such change, which fact or change is, or may reasonably be expected to be, of such a nature as to render any statement in such Offering Documents, as they exist taken together in their entirety immediately prior to such change, misleading or untrue in any material respect or which would result in the Offering Documents, as they exist immediately prior to such change, containing a misrepresentation or which would result in the Offering Documents, as they exist immediately prior to such change, not complying with the laws of any Qualifying Jurisdiction in which the Offered Securities are to be offered for sale or which change would reasonably be expected to have a significant effect on the market price or value of any securities of the Company.

4.2 The Underwriters agree, and will require each Selling Firm to agree, to cease the distribution of the Offered Securities upon the Underwriter receiving written notification of any change or material fact with respect to any Offering Document contemplated by this Section 4 and to not recommence the distribution of the Offered Securities until Supplementary Materials disclosing such change are filed in such Qualifying Jurisdiction.

4.3 The Company shall promptly comply with all applicable filing and other requirements under Canadian Securities Laws whether as a result of such change, material fact or otherwise; provided that the Company shall not file any Supplementary Material or other document without first providing the Underwriters with a copy of such Supplementary Material or other document and consulting with the Underwriters with respect to the form and content thereof.

4.4 If during the distribution of the Offered Securities there is any change in any Canadian Securities Laws which results in a requirement to file a Prospectus Amendment, the Company shall, subject to the proviso in Section 4.2 above, make any such filing under Canadian Securities Laws as soon as possible.

4.5 The Company shall in good faith discuss with the Underwriters 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 whether written notice need be given under this Section 4.

SECTION 5
DELIVERIES TO THE UNDERWRITERS

5.1 The Company shall deliver or cause to be delivered to the Underwriters, forthwith:

(a) copies of the Bulleted Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and the Final Prospectus duly signed by the Company as required by the laws of all of the Qualifying Jurisdictions and any Marketing Documents;

(b) copies of the U.S. Placement Memorandum;

(c) copies of any Prospectus Amendment required to be filed under Section 4 hereof duly signed as required by the laws of all of the Qualifying Jurisdictions; and

(d) provided, that with respect to Section 5.1(a) and Section 5.1(c) if the documents are available on SEDAR, they shall be deemed to have been delivered to the Underwriters as required by this Section 5.1.

5.2 The Company shall as soon as practicable cause to be delivered to the Underwriters in such cities in the Qualifying Jurisdictions and in the United States as they may reasonably request, without charge, such numbers of commercial copies of the Prospectuses and any Marketing Documents and the U.S. Placement Memorandum, respectively, excluding in each case the Documents Incorporated by Reference, as the Underwriters shall reasonably require. The Company shall similarly cause to be delivered to the Underwriters commercial copies of any Prospectus Amendment or amendment to the U.S. Placement Memorandum, excluding in each case the Documents Incorporated by Reference. The Company agrees that such deliveries shall be effected as soon as possible and, in any event, in all cities with respect to the Final Prospectus, the U.S. Placement Memorandum, any Marketing Documents, any Prospectus Amendment and any amendment to the U.S. Placement Memorandum by 9:00 am (Toronto time) on the second Business Day following filing of the Final Prospectus or Prospectus Amendment, as the case may be, provided that the Underwriters have given the Company written instructions as to the number of copies required and the places to which such copies are to be delivered not less than 24 hours prior to the time requested for delivery. Such delivery shall also confirm that the Company consents to the use by the Underwriters and Selling Firms of the Offering Documents in connection with the distribution of the Offered Securities in compliance with the provisions of this Agreement.

5.3 By the act of having delivered the Offering Documents to the Underwriters, the Company shall have represented and warranted to the Underwriters that all information and statements (except information and statements relating solely to the Underwriters and provided by it in writing solely for inclusion therein) contained in such documents, at the respective dates of initial delivery thereof, comply with the Canadian Securities Laws and are true and correct in all material respects, and that such documents, at such dates, contain no misrepresentation or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and constitute full, true and plain disclosure of all material facts relating to the Company and the Offering as required by the Canadian Securities Laws.

5.4 The Company shall also deliver or cause to be delivered to the Underwriters, concurrently with the filing of the Final Prospectus with the OSC, a “long form” comfort letter of McGovern Hurley LLP, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Company, and based on a review completed no more than two Business Days prior to the date of the Final Prospectus, with respect to certain financial and accounting information relating to the Company and the Subsidiaries contained in the Offering Documents, which letter shall be in addition to the auditors' report incorporated by reference in the Final Prospectus and the U.S. Placement Memorandum.

5.5 On or prior to the time of filing of the Final Prospectus, the Company shall deliver or cause to be delivered to the Underwriters a copy of a letter from the TSXV advising the Company that conditional approval of the listing of the Unit Shares, the Warrant Shares, and the Broker Warrant Shares and shall use commercially reasonable efforts to deliver or cause to be delivered to the Underwriters a copy of a letter from the TSXV advising the Company that conditional approval of the listing of the Unit Warrants has been granted by the TSXV, subject in both cases to the satisfaction by the Company of customary post-closing conditions imposed by the TSXV in similar circumstances (the "**Standard Listing Conditions**") and, in the case of the Unit Warrants, subject to the distribution of the Unit Warrants to the applicable minimum number of public securityholders pursuant to the Offering.

5.6 On or prior to the time of filing of the Final Prospectus, the Company shall cause external Italian legal counsel to confirm in writing to the Underwriters, in form satisfactory to the Underwriters and their legal counsel, acting reasonably, that the disclosure in the Final Prospectus in regards to the MarketWall Shareholders' Agreement is accurate and does not include a misrepresentation.

SECTION 6
REGULATORY APPROVALS

The Company will make all necessary filings, use its commercially reasonable efforts to obtain all necessary consents and approvals (if any) and pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement. The Company will use its commercially reasonable efforts to qualify the Offered Securities for offering and sale under the Canadian Securities Laws of the Qualifying Jurisdictions and maintain such qualifications in effect for so long as required for the distribution of the Offered Securities; provided, however, that (i) the Company shall not be obligated to make any material filing, file any prospectus, registration statement or similar document, consent to service of process, or qualify as a foreign corporation or as a dealer in securities in any of such other jurisdictions, or subject itself to taxation in respect of doing business in any of such other jurisdictions in which it is not otherwise so subject, or become subject to any additional periodic reporting or continuous disclosure obligations in such other jurisdictions, and (ii) the Underwriters and the Selling Firms shall comply with the Applicable Laws in any such designated jurisdiction in making offers and sales of Offered Securities therein.

SECTION 7
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

The Company hereby represents, warrants and covenants to and with each of the Underwriters and acknowledges that the Underwriters are relying on such representations, warranties and covenants in entering into this Agreement, that:

7.1 **Compliance with Canadian Laws and Regulations**. No cease trade order preventing or suspending the use of the Prospectuses, as applicable, or preventing the distribution of the Offered Securities has been issued and no proceeding for that purpose has been initiated or, to the knowledge of the Company, threatened, by any of the Canadian

Securities Commissions. As of their respective dates and upon filing with the Canadian Securities Commissions, the Bulleted Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and the Final Prospectus complied or will comply, as applicable, in all material respects with all applicable Canadian Securities Laws. Each of the Canadian Securities Commissions in the Qualifying Jurisdictions has issued or is deemed to have issued receipts for the Bulleted Preliminary Prospectus and the Company will use commercially reasonable efforts to file each of the Amended and Restated Preliminary Prospectus and the Final Prospectus pursuant to MI 11-102, NP 11-202 and NI 44-101, and to obtain a receipt or deemed receipt in each of the Qualifying Jurisdictions. On the Closing Date and each Over-Allotment Closing Date (i) the Final Prospectus will comply in all material respects with the Canadian Securities Laws, and (ii) the Final Prospectus or any amendment or supplement thereto constituted at the respective dates thereof, and will constitute at the Closing Date and each Over-Allotment Closing Date full, true and plain disclosure of all material facts relating to the Offered Securities, that is required to be in the Final Prospectus, and did not at the respective dates thereof, and will not at the Closing Date and each Over-Allotment Closing Date contain a misrepresentation or an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. To its knowledge, the Company is not a "related issuer" or "connected issuer" (as those terms are defined in National Instrument 33-105 – *Underwriting Conflicts* of the Canadian Securities Administrators) of the Underwriters.

7.2 **Reporting Issuer and TSXV Status**. The Company is a reporting issuer or equivalent thereof in good standing under Canadian Securities Laws, has filed pursuant to such laws all documents required to be filed by it and is either listed on the list of reporting issuers as not being in default or is not on the list of defaulting reporting issuers maintained by the Canadian Securities Commissions in the Qualifying Jurisdictions. The Company is in compliance in all material respects with the by-laws, rules and regulations of the TSXV.

7.3 **Eligible Issuer**. The Company is an Eligible Issuer in each of the Qualifying Jurisdictions.

7.4 **Incorporated Documents**. The Documents Incorporated by Reference in the Offering Documents, when they were filed with the Canadian Securities Commissions, conformed in all material respects to the requirements of the Canadian Securities Laws; and any further Documents Incorporated by Reference in the Offering Documents prior to the completion of the distribution of the Offered Securities, when such documents are so filed, will conform in all material respects to the applicable requirements of Canadian Securities Laws and will not contain a misrepresentation or an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7.5 **No Marketing Materials**. Other than the term sheet in respect of the offering and sale of Offered Securities dated June 9, 2021 (the "**Marketing Documents**"), in each case a template version of which has been approved by the Company and the Lead Underwriters in writing before such Marketing Documents were first provided to potential investors and has been filed on or before the day (as advised by the Lead Underwriters) such Marketing Documents were first provided to potential investors, the Company has not provided any marketing materials to any potential Purchasers.

7.6 **No Conflicts**. Neither the execution and delivery of this Agreement, nor the issuance, offering or sale of the Offered Securities, the Over-Allotment Option and the Compensation Securities, nor the consummation of any of the transactions contemplated herein, nor the compliance by the Company with the terms and provisions hereof will conflict with, or will result in a breach of, any of the terms and provisions of, or has constituted or will constitute a default under, or has resulted in or will result in the creation or imposition of any Encumbrance upon any property or assets of the Company pursuant to the terms of any agreements, contracts, arrangements or understandings (written or oral) to which the Company may be bound or to which any of the property or assets of the Company is subject, except (i) such conflicts, breaches or defaults as may have been waived, and (ii) such conflicts, breaches and defaults that would not reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate; nor will such action result (x) in any violation of the provisions of the organizational or governing documents of the Company, or (y) in any violation of the provisions of any statute or any order, rule or regulation applicable to the Company or of any Governmental Authority having jurisdiction over the Company.

7.7 **No Misstatement or Omission in Marketing Documents**. The Marketing Documents did not include any information that conflicted with the information contained in any Offering Document or any Document Incorporated by Reference that has not been superseded or modified.

7.8 **Offered Securities**. At the Closing Time or Over-Allotment Closing Time, as applicable, all of the Unit Shares, Unit Warrants, the Broker Warrants, the Corporate Finance Fee Shares and Corporate Finance Fee Warrants will be duly and validly authorized and issued and, in the case of Unit Shares, and Corporate Finance Fee Shares, fully paid and non-assessable Common Shares, and none of such securities will have been issued in violation of the pre-emptive or similar rights of any securityholder of the Company or of any other person. On exercise of the Unit Warrants, the Broker Warrants, the Broker Unit Warrants and the Corporate Finance Fee Unit Warrants in accordance with their terms, the Warrant Shares, the Broker Unit Shares, the Broker Unit Warrant Shares and the Corporate Finance Fee Unit Warrant Shares, respectively, will be duly and validly authorized and issued and fully paid and non- assessable Common Shares, and none of such the Warrant Shares, the Broker Unit Shares, the Broker Unit Warrant Shares and the Corporate Finance Fee Unit Warrant Shares will have been issued in violation of the pre-emptive or similar rights of any securityholder of the Company or of any other person.

7.9 **Organization of the Company**. The Company is duly organized, validly existing as a corporation and in good standing under the laws of its jurisdiction of incorporation. The Company is duly licensed or qualified as a foreign corporation for transaction of business and in good standing under the laws of each other jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such license or qualification, and has all corporate power and authority necessary to own or hold its properties and to conduct its businesses as described in the Offering Documents, except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, have a Material Adverse Effect.

7.10 **Organization of the Subsidiaries**. Each Subsidiary is duly organized, validly existing as a corporation and in good standing under the laws of its jurisdiction of incorporation. Each Subsidiary is duly licensed or qualified as a foreign corporation for transaction of business and in good standing under the laws of each other jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such license or qualification, and has all corporate power and authority necessary to own or hold its properties and to conduct its businesses as described in the Offering Documents, except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, have a Material Adverse Effect.

7.11 **Ownership of Subsidiaries**. Each Subsidiary is a direct or indirect wholly-owned subsidiary of the Company (other than MarketWall, which is only 49%-owned by the Company, and InvestoPro which is 100% owned by MarketWall) all of the issued and outstanding shares of the Subsidiaries have been duly and validly authorized and issued by the Subsidiaries and are fully paid and non-assessable shares of the Subsidiaries owned directly by the Company or another Subsidiary (other than MarketWall, which is only 49%-owned by the Company, and InvestoPro which is 100% owned by MarketWall), free and clear of all Encumbrances (except for restrictions on transfer contained in the constating documents of such Subsidiaries and the MarketWall Shareholders' Agreement or as disclosed in the Public Disclosure Documents), and the Company has no direct or indirect subsidiaries nor any equity interest or investment in any Person other than the Subsidiaries.

7.12 **Attributes of Securities**. The attributes of the Warrant Shares, the Broker Unit Shares, the Broker Unit Warrant Shares and the Corporate Finance Fee Unit Warrant Shares, conform in all material respects with the description thereof in the Prospectuses.

7.13 **Minute Books**. The minute books and corporate records of the Company made available to Miller Thomson LLP, counsel to the Underwriters, in connection with the Underwriters' due diligence investigations are the original minute books and records or true and complete copies thereof and contain copies of all material proceedings of the shareholders, the boards of directors and all committees of the boards of directors of each of such entities that have been minuted or resolved, and there have been no other material meetings, resolutions or proceedings of the shareholders, boards of directors or any committee thereof to the date of review of such corporate records for the two years prior thereto and minute books not reflected in such minute books and other corporate records, other than those which are not material in the context of such entities, as applicable.

7.14 **No Violation or Default**. Neither the Company nor any Subsidiary is (i) in violation of its articles or similar organizational documents in any material respect; (ii) in violation or default, and no event has occurred that, with notice or lapse of time or both, would constitute such a violation or default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or the Subsidiary, as the case may be, is a party or by which the Company or the Subsidiary, as the case may be, is bound or to which any of the property or assets of the Company or the Subsidiary, as the case may be, is subject; or (iii) in violation of any Applicable Law, except in the case of each of subsections (ii) and (iii) above, for any such violation or default that would not, individually or in the aggregate, have a Material Adverse Effect. To the Company's knowledge, no other party under any material agreements, contracts, arrangements or understandings (written or oral) to which it is a party is in violation or default in any respect thereunder where such violation or default would have a Material Adverse Effect.

7.15 **Enforceability of Agreements**. All Material Agreements are legal, valid and binding obligations of the Company enforceable in accordance with their respective terms, except to the extent that (i) enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles, and (ii) the indemnification provisions of certain agreements may be limited by Applicable Law or public policy considerations in respect thereof, and except for any other potentially unenforceable term that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

7.16 **Authorization; Enforceability**. The Company has full corporate power and authority to enter into this Agreement and perform the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company enforceable in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

7.17 **No Material Adverse Effect**. Other than as may be disclosed in the Public Disclosure Documents, subsequent to December 31, 2020, there has not been any Material Adverse Effect and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Effect.

7.18 **Filings**. The Company has filed all documents or information required to be filed by it under Canadian Securities Laws and the rules, regulations and policies of the TSXV, except where the failure to file such documents or information will not have a Material Adverse Effect, either individually or in the aggregate; the Company has not filed any confidential material change report that at the date hereof remains confidential.

7.19 **Reports or Information**. There are no reports or information that in accordance with the Canadian Securities Laws must be made publicly available or filed in connection with the offering of the Offered Securities that have not been made publicly available as required as of the date hereof.

7.20 **Financial Information**. The audited financial statements of the Company as at December 31, 2020 and December 31, 2019 and the interim unaudited financial statements of the Company as at March 31, 2021, together with the related notes and schedules (the "**Financial Statements**"), present fairly, in all material respects, the consolidated financial position of the Company as of the dates indicated and the consolidated statements of comprehensive income, shareholders' equity and cash flows of the Company for the periods specified. Such Financial Statements conform in all material respects with International Financial Reporting Standards as issued by the International Accounting Standards Board ("**IFRS**"), applied on a consistent basis during the periods involved. The Company does not have any liabilities or material obligations, whether contingent or otherwise, of the type required to be reflected on a balance sheet prepared in accordance with IFRS, except for liabilities or obligations: (i) that occurred in the ordinary course of business, (ii) reflected in or reserved against in the Financial Statements, or (iii) reflected in the Offering Documents. There are no off-balance sheet transactions, arrangements, obligations or liabilities of the Company or its Subsidiaries, whether direct, indirect, absolute, contingent or otherwise. The information under the heading "Consolidation Capitalization" contained in the Prospectuses has been compiled on a basis consistent with that of the Financial Statements. There has been no change in accounting policies or practices of the Company other than as disclosed in the Financial Statements.

7.21 **Independent Accountants**. McGovern Hurley LLP, who have delivered their report with respect to the audited Financial Statements for 2020 (as defined above and which term as used in this Agreement includes the related notes thereto) are independent public, certified public or chartered public accountants as required by applicable Canadian Securities Laws. There has not been any “reportable event” (as that term is defined in NI 51-102) with McGovern Hurley LLP or, to the knowledge of the Company, any other prior auditor of the Company.

7.22 **Capitalization**. The issued and outstanding Common Shares have been validly issued, are fully paid and non-assessable and are not subject to any pre-emptive rights, rights of first refusal or similar rights. The Company has an authorized, issued and outstanding capitalization as set forth in or included or incorporated by reference in the Offering Documents as of the dates referred to therein (other than the grant of additional options under the Company’s existing stock option plans, or changes in the number of outstanding Common Shares of the Company due to the issuance of shares upon the exercise or conversion of securities exercisable for, or convertible into, Common Shares outstanding on the date hereof) and such authorized capital stock conforms in all material respects to the description thereof set forth in, or included or incorporated by reference in the Offering Documents. The description of the securities of the Company in the Offering Documents is complete and accurate in all material respects. Except as disclosed in or contemplated by or included or incorporated by reference in the Offering Documents, the Company has not issued any options to purchase, or any rights or warrants to subscribe for, or any securities or obligations convertible into, or exchangeable for, or any contracts or commitments to issue or sell, any Common Shares or other securities. Except as disclosed in or contemplated by or included or incorporated by reference in the Offering Documents, no person has any agreement or option or right or privilege (whether by law, pre-emptive or contractual) issued or capable of becoming an agreement for: (i) the purchase, subscription or issuance of any unissued shares, securities or warrants of the Company; or (ii) the repurchase by or on behalf of the Company of any issued and outstanding securities of the Company.

7.23 **Share Capital of the Company**. The authorized capital of the Company consists of an unlimited number of Common Shares, of which, as of the date hereof, 82,275,099 Common Shares are outstanding as fully paid and non-assessable shares in the capital of the Company.

7.24 **Voting or Control Agreements**. Other than as disclosed in the Public Disclosure Documents or as set out in the MarketWall Shareholders’ Agreement, there are no shareholders’ agreements, voting agreements, investors’ rights agreements or other agreements in force or effect which in any manner affects or will affect the voting or control of any of the securities of the Company or the Subsidiaries or the operations or affairs of the Company or the Subsidiaries.

7.25 **Restrictions on Business**. The Company is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Company to compete in any line of business, transfer or move any of its assets or operations which materially and adversely affects, or could reasonably be expected to materially and adversely affect, the business practices, operations or condition of the Company.

7.26 **Change in Legislation**. Neither the Company nor the Subsidiaries has knowledge of any pending change or contemplated change to any applicable law or regulation or governmental position that would have a Material Adverse Effect.

7.27 **No Applicable Registration or Other Similar Rights**. There are no persons with registration or other similar rights to have any equity or debt securities registered or qualified for sale under the Offering Documents or included in the Offering contemplated by this Agreement who have not waived such rights in writing (including electronically) prior to the execution of this Agreement.

7.28 **No Consents Required**. No consent, approval, authorization, order, filing, registration or qualification of or with any Governmental Authority or stock exchange is required for the execution, delivery and performance by the Company of this Agreement, the issuance and sale by the Company of the Offered Securities, except for (i) the qualification of the Offered Securities for distribution in Canada by the filing of the Offering Documents and receipt of the relevant Prospectus Receipts therefor; (ii) the approval of the TSXV and (iii) any post-closing filings required under applicable United States federal or state securities laws.

7.29 **Forward-Looking Information**. With respect to forward-looking information contained in the Public Disclosure Documents, including for greater certainty the Documents Incorporated by Reference and the Offering Documents, the Company had a reasonable basis for the forward-looking information at the time the disclosure was made;

7.30 **Certificates**. The form of certificates representing the Unit Shares, the Broker Unit Shares, the Corporate Finance Fee Unit Shares, the Warrant Shares, the Broker Unit Warrant Shares, the Corporate Finance Fee Unit Warrant Shares, the Broker Warrants, the Unit Warrants, the Broker Unit Warrants and the Corporate Finance Fee Unit Warrants, to the extent that physical certificates are issued for such securities, will be in due and proper form and conform to the requirements of the *Business Corporations Act* (Ontario), the articles of incorporation of the Company and the applicable requirements of the TSXV and CDS.

7.31 **Transfer and Warrant Agent**. TSX Trust Company has been duly appointed as registrar and transfer agent for the Common Shares and as warrant agent and registrar for the Warrants.

7.32 **No Litigation**. There is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Authority, domestic or foreign, now pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or their assets which would have a Material Adverse Effect, or would materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder. The aggregate of all pending legal or governmental proceedings to which the Company or the Subsidiaries is a party or of which any of their respective property or assets is subject would not reasonably be expected to result in a Material Adverse Effect.

7.33 **Material Agreements**. Neither the Company nor, to the Company's knowledge, any other party is in material default in the observance or performance of any material term or material obligation to be performed by any of them under any Material Agreement and no event has occurred which with notice or lapse of time or both would constitute such a default, in any such case which default or event would reasonably be expected to have a Material Adverse Effect.

7.34 **Proposed Acquisition**. No acquisition has been made by the Company during its three most recently-completed fiscal years that would be a significant acquisition for the purposes of the Canadian Securities Laws, and no proposed acquisition by the

Company has progressed to a state where a reasonable person would believe that the likelihood of the Company completing the acquisition is high and that, if completed by the Company at the date of the Prospectuses, would be a significant acquisition for the purposes of the Canadian Securities Laws, in each case, that would require the prescribed disclosure in the Prospectuses pursuant to such laws. There are no material agreements, contracts, arrangements or understandings (written or oral) with any persons relating to the acquisition or proposed acquisition by the Company or any of the Subsidiaries of any material interest in any business (or part of a business) or corporation, nor are there any other specific contracts or agreements (written or oral) in respect of any such matters in contemplation.

7.35 **Intellectual Property Rights**. (A) each of the Company and the Subsidiaries owns all rights in or has obtained valid and enforceable licenses or other rights to use, the patents, patent applications, inventions, copyrights, know how (including trade secrets and other proprietary or confidential information), trade-marks (both registered and unregistered), trade names or any other intellectual property (collectively, "**Intellectual Property**"), as described in the Offering Documents as being owned by or licensed to the Company and the Subsidiaries or which is used for the conduct of the Company's business as currently carried on, and except as disclosed in the Offering Documents, free and clear of any Encumbrance or interest of any kind or nature affecting the assets of the Company; (B) to the extent any material Intellectual Property owned by the Company or the Subsidiaries has been created in whole or in part by current or past employees, consultants or independent contractors, any rights therein of such persons have been irrevocably assigned in writing to the Company or a Subsidiary, as the case may be, and, as applicable, such persons have waived all moral rights in such person's contribution to such Intellectual Property or component thereof; (C) there are no third parties who have or, to the knowledge of the Company, will be able to establish rights to any material Intellectual Property owned by or licensed to the Company and the Subsidiaries or rights in the subject matter of such Intellectual Property other than as provided in agreements that the Company is a party to; (D) to the knowledge of the Company, there is no infringement by third parties of any Intellectual Property owned, licensed or commercialized by the Company; (E) the Company has no knowledge of any Intellectual Property held by others that would prevent the development, manufacture, use, sale, lease, license and service of the Company's and the Subsidiaries' products now existing or under development by the Company and the Subsidiaries, other than those sourced from third parties; (F) there is no action, suit, proceeding or claim pending or, to the knowledge of the Company, threatened by others challenging the Company's rights in or to any Intellectual Property or the validity or scope of any Intellectual Property owned, licensed or commercialized by the Company and the Subsidiaries, and the Company does not have knowledge of any other fact which could form a reasonable basis for any such action, suit, proceeding or claim; (G) there is no material (individually or in the aggregate) action, suit, proceeding or claim pending or threatened by others that the Company and the Subsidiaries infringes or otherwise violates any Intellectual Property of others; (H) the Company has not failed to prosecute any application and maintain any application or registration, or comply with any agreement or order of any court, which would prevent it from owning, using or commercializing any Intellectual Property currently used, commercialized or proposed to be used or commercialized in the conduct of its business; (I) to the Company's knowledge, all trade secrets and other confidential proprietary information forming part of or in relation to the Intellectual Property being owned by or licensed to the Company and the Subsidiaries is and remains confidential to the Company and the Subsidiaries, as the case may be (except for patentable inventions after the filing under Applicable Laws of patent applications relating to such inventions and in accordance with such Applicable Laws); (J) the Company has not obtained any opinion of a patent agent or patent attorney, whether preliminary in nature or in any other manner qualified, relating to the ability of the Company to obtain or sustain valid patent rights to any material invention developed by the Company; (K) there is no application for registration of any material Intellectual Property owned by the Company and the Subsidiaries with respect to which there has been a determination of unregisterability, and the Company does not have knowledge of any fact which could form a reasonable basis for such determination. To the extent that any of the Company's or the Subsidiaries' owned Intellectual Property that is material to the business of the Company and its Subsidiaries taken as a whole is licensed or disclosed to any Person or any Person has access to such Intellectual Property (including but not limited to any employee, officer, shareholder or consultant of the Company), the Company has entered into a valid and enforceable written agreement which contains terms and conditions prohibiting the unauthorized use, reproduction, disclosure, reverse engineering or transfer of such Intellectual Property by such Person; and all such agreements are in full force and effect and neither the Company nor any of the Subsidiaries, or, to the knowledge of the Company, any other Person, is in default of its obligations thereunder.

7.36 **Information Technology**. The Company and the Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with, the operation of the business of the Company and the Subsidiaries as currently conducted. The Company and the Subsidiaries have implemented and maintained commercially reasonable safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**")) used in connection with their businesses, and except as would not have a Material Adverse Effect, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability. The Company and the Subsidiaries are presently in material compliance with all Applicable Laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification. The Company and the Subsidiaries have taken all necessary actions to comply in all material respects with Applicable Laws and regulations with respect to Personal Data for which any non-compliance with same would be reasonably likely to create a material liability.

7.37 **No Material Defaults**. The Company has not defaulted on any installment on indebtedness for borrowed money or on any rental on one or more long-term leases, which defaults, individually or in the aggregate, would have a Material Adverse Effect.

7.38 **Continuous Disclosure Obligations**. Except as provided herein, to its knowledge, the Company is in compliance in all material respects with its continuous and timely disclosure obligations under Canadian Securities Laws and the rules and regulations of the TSXV and has filed all documents required to be filed by it with the Canadian Securities Commissions under applicable Canadian Securities Laws, and no document has been filed on a confidential basis with the Canadian Securities Commissions that remains confidential at the date hereof. To the knowledge of the Company, none of the documents filed in accordance with applicable Canadian Securities Laws contained, as at the date of filing thereof, a misrepresentation.

7.39 **Indebtedness**. Except as disclosed in the Prospectuses, neither the Company nor Euclides has and, to the Company's knowledge, neither MarketWall nor InvestoPro has outstanding any debentures, notes, mortgages, or other indebtedness that is material to the Company.

7.40 **No Loans.** Except as disclosed in the Prospectuses, neither the Company nor Euclides has and, to the Company's knowledge, neither MarketWall nor InvestoPro has made any material loans to or guaranteed the obligations of any person.

7.41 **Real Property Lease**. Neither the Company nor the Subsidiaries is in default or breach, in any material respect, of any real property lease, and neither the Company nor the Subsidiaries has received any notice or other communication from the owner or manager of any real property leased by the Company or the Subsidiaries that the Company or the Subsidiaries is not in compliance with any real property lease, and to the knowledge of the Company, no such notice or other communication is pending or has been threatened.

7.42 **Real Property**. None of the Company or any of the Subsidiaries owns any real property.

7.43 **Environmental Laws**. Except as described in the Offering Documents or for such matters as would not, individually or in the aggregate, have a Material Adverse Effect, (i) neither the Company nor any of the Subsidiaries is in violation of any Environmental Laws, (ii) the Company and the Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, and (iii) there are no pending administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, orders, directions, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Law against the Company or the Subsidiaries, and there are no facts or circumstances which would reasonably be expected to form the basis for any such administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, orders, directions, notices of non-compliance or violation, investigation or proceedings.

7.44 **Permits**. Each of the Company and the Subsidiaries possess such permits, licences, approvals, consents and other authorizations (collectively, "**Governmental Licences**") issued by Governmental Authorities necessary to conduct the business now operated by them, except where the failure to so possess would not, individually or in the aggregate, have a Material Adverse Effect and all such Governmental Licences are valid and existing and in good standing. Each of the Company and the Subsidiaries are in compliance with the terms and conditions of all such Governmental Licences, except where the failure to so comply would not, individually or in the aggregate, have a Material Adverse Effect.

7.45 **Insurance**. The Company and the Subsidiaries maintain such policies of insurance, issued by responsible insurers, as are appropriate to their operations, property and assets, in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses, properties and assets and all such policies of insurance will at Closing continue to be in full force and effect; and neither the

Company nor the Subsidiaries is in default as to the payment of premiums or otherwise, under the terms of any such policy.

7.46 **Suppliers, Manufacturers and Contractors**. The Company has no knowledge that any existing supplier, manufacturer or contractor of the Company or the Subsidiaries intends to terminate its relationship with the Company or the Subsidiaries or that it will be unable to meet any of the Company's or the Subsidiaries' material supply, manufacturing or contracting requirements.

7.47 **Employment Matters**.

(a) The Company and the Subsidiaries comply in all material respects with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages.

(b) There has not been and there is not currently any labour disruption or conflict which would reasonably be expected to have a Material Adverse Effect.

(c) Each material plan for retirement, bonus, stock purchase, profit sharing, stock options, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company or the Subsidiaries for the benefit of any current or former director, officer, employee or consultant of the Company or the Subsidiaries (the "**Employee Plans**") has been maintained in material compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plan.

(d) All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and Employee Plan payments have been reflected in the books and records of the Company and the Subsidiaries.

(e) To the knowledge of the Company, no officer, director, employee or security holder of the Company or the Subsidiaries has any cause of action or other claim whatsoever against, or owes any amount to, the Company or the Subsidiaries in connection with their business except for claims in the ordinary and normal course of the business such as for accrued vacation pay or other amounts or matters which would not be material to the Company or the Subsidiaries.

(f) The facilities and operations of the Company and the Subsidiaries are currently being conducted, and to the knowledge of the Company have been conducted, in all material respects in accordance with all applicable workers' compensation and health and safety and workplace laws, regulations and policies.

7.48 **Directors and Officers.** To the knowledge of the Company, none of the directors or officers of the Company are now, or have 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 a particular stock exchange.

7.49 **Related Party Transactions**. Except as may be disclosed in the Offering Documents,

(a) The Company or any of the Subsidiaries do not owe any monies to or have any present loans to, or borrowed any monies from or are otherwise indebted to, any officer, director, employee, shareholder or any person not dealing at "arm's length" (as such term is defined in the Tax Act) with any of them except for usual employee reimbursements and compensation paid in the ordinary and normal course of its business;

(b) except for usual employee or consulting arrangements made in the ordinary and normal course of business, the Company and the Subsidiaries are not a party to any contract, agreement or understanding with any officer, director, employee, shareholder or any other person not dealing at arm's length with them; and

(c) none of the directors, officers or employees of the Company or the Subsidiaries, any known holder of more than ten percent (10%) of any class of shares of the Company, or any known associate or affiliate of any of the foregoing persons has had any material interest, direct or indirect, in any material transaction with the Company or the Subsidiaries, or any proposed material transaction which, as the case may be, materially affected, is material to or will materially affect the Company and the Subsidiaries or their business, taken as a whole.

7.50 **Taxes**. The Company and the Subsidiaries have filed all federal, state, provincial, local and foreign tax returns which have been required to be filed, which tax returns are correct and complete in all material respects, and paid all taxes shown thereon through the date hereof, to the extent that such taxes have become due and are not being contested in good faith, except where the failure to so file or pay would not have a Material Adverse Effect. Except as otherwise disclosed in the Offering Documents, no tax deficiency has been determined adversely to the Company or the Subsidiaries which would have, individually or in the aggregate, a Material Adverse Effect. The Company has no knowledge of any federal, state, provincial or other governmental tax deficiency, penalty or assessment which has been asserted or threatened in writing against it which would have a Material Adverse Effect.

7.51 **Investment Company Act**. The Company is not, nor after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Offering Documents, as applicable, will be, registered or required to register as an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

7.52 **Finder's Fees**. The Company has not incurred any liability for any finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated, except as may otherwise exist with respect to the Underwriters pursuant to this Agreement.

7.53 **Privacy Protection.** Each of the Company and the Subsidiaries have complied, in all material respects, with all applicable privacy and consumer protection legislation and neither the Company nor the Subsidiaries has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner which would have a Material Adverse Effect.

7.54 **No Improper Practices**. (i) Neither the Company nor the Subsidiaries nor, to the Company's knowledge, any of their directors or officers has, in the past five years, made any unlawful contributions to any candidate for any political office (or failed fully to disclose any contribution in violation of Applicable Law) or made any contribution or other payment to any official of, or candidate for, any federal, state, provincial, municipal, or foreign office or other person charged with similar public or quasi-public duty in violation of any Applicable Law; (ii) no relationship, direct or indirect, exists between or among the Company and the Subsidiaries or any affiliate, on the one hand, and the directors, officers or shareholders of the Company or any Subsidiaries, on the other hand, that is required by Canadian Securities Laws to be described in the Offering Documents that is not so described; and (iii) neither the Company nor any of the Subsidiaries has offered, or caused any placement agent to offer, Common Shares or to make any payment of funds to any person with the intent to influence unlawfully (A) a customer or supplier of the Company or the Subsidiaries to alter the customer's or supplier's level or type of business with the Company or the Subsidiaries, or (B) a trade journalist or publication to write or publish favorable information about the Company or the Subsidiaries or any of their respective products or services.

7.55 **Anti-Bribery**. Neither the Company nor the Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person acting on behalf of the Company or the Subsidiaries has, in the course of its actions for, or on behalf of, the Company or the Subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any government official, or employee from corporate funds; (iii) violated or is in violation of any provision of applicable anti-bribery statute or regulation; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any domestic government official, foreign official or employee; and the Company and the Subsidiaries have conducted their respective businesses in compliance with applicable anti-bribery statutes.

7.56 **Operations**. The operations of the Company and the Subsidiaries are and have been conducted at all times in compliance in all material respects with the anti-money laundering laws of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority to which they are subject (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Authority or any arbitrator involving the Company or any of the Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

7.57 **Foreign Asset Control**. Neither the Company nor the Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or person acting on behalf of the Company or the Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), nor is the Company or any of the Subsidiaries located, organized or resident in a country or territory that is the subject or target of such sanctions; and the Company will not directly or indirectly use the proceeds of this Offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, or any joint venture partner or other person or entity, for the purpose of facilitating or financing the activities of or business with any person, or in any country or territory, that currently is the subject to any sanctions administered by OFAC.

7.58 **Due Diligence Matters**. All documents and information delivered and provided by or on behalf of the Company to the Underwriters as a part of their due diligence in connection with the Offering were complete and accurate in all material respects.

7.59 **TSXV Listing**. The Common Shares are accepted for trading on the TSXV under the symbol "**ALY**" and the Company has taken no action designed to delist the Common Shares from the TSXV, nor has the Company received any notification that the Canadian Securities Commissions or the TSXV is contemplating terminating such registration or listing. The Company has complied in all material respects with the applicable requirements of the TSXV for maintenance of the Common Shares thereon. As at the Closing Date, the Company will have obtained all necessary consents, approvals, authorizations or orders of, or filing, notification or registration with, the TSXV and the Canadian Securities Commissions, where applicable, required for the listing and trading of the Unit Shares, the Broker Unit Shares, the Corporate Finance Fee Unit Shares, the Warrant Shares, the Broker Unit Warrant Shares, the Corporate Finance Fee Unit Warrant Shares and the Warrants, subject to the satisfaction by the Company of the Standard Listing Conditions, and in the case of the Warrants subject to the distribution of the Warrants to the applicable minimum number of public securityholders pursuant to the Offering.

7.60 **COVID-19.** As at the date of this Agreement, and except as disclosed in the Prospectuses, there has been no material closure or suspension to the operations of the Company or the Subsidiaries as a result of the COVID-19 pandemic; the Company has been monitoring the COVID-19 pandemic and the potential impact on the Company, the Subsidiaries and their respective operations, and has put appropriate control measures in place to support the health of all of its employees while continuing to operate.

SECTION 8
INDEMNIFICATION

8.1 The Company (referred to in this Section 8 as the ("**Indemnifying Party**")) agrees to indemnify and save harmless each of the Underwriters and each Selling Firm and their respective affiliates and subsidiaries (including the U.S. Affiliates) and each of their respective directors, officers, partners, employees and shareholders, and each person, if any, who controls any of the Underwriters or their affiliates or subsidiaries (each referred to in this Section 8 as an "**Indemnified Party**") from and against all liabilities, claims, losses (other than loss of profits), actions, suits, proceedings, charges, costs, damages and expenses (including without limitation any legal fees or other expenses reasonably incurred by such persons in connection with defending or investigating any of the above, which legal fees and other expenses the Indemnifying Party shall reimburse such persons for forthwith upon demand) (each a "**Claim**"), whether joint or several, which an Indemnified Party suffers or incurs or is subject to, including all amounts paid to settle actions or satisfy judgments or awards and all reasonable legal fees and expenses that may be incurred in advising with respect to investigating or defending any Claim, in any way caused by, or arising directly or indirectly from, or in consequence of the performance of professional services rendered to the Indemnifying Party by the Indemnified Parties hereunder, or otherwise in connection with the matters referred to in this Agreement, including in respect of:

(a) any misrepresentation or alleged misrepresentation contained in this Agreement or in any Offering Documents, Marketing Documents or Supplementary Materials thereto (except misrepresentations arising from statements relating solely to the Underwriters and furnished by them for use in such document);

(b) any information or statement (except for statements relating solely to the Underwriters and furnished by them specifically for use in the Offering

Documents) contained in any certificate of the Company delivered under or pursuant to this Agreement, in this Agreement or in the Offering Documents, Marketing Documents or Supplementary Material thereto which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation;

(c) any omission or alleged omission to state, in any certificate of the Company delivered under or pursuant to this Agreement, in this Agreement or in the Offering Documents, the Marketing Documents or any Supplementary Material thereto, any fact (except facts relating solely to the Underwriters), whether material or not, required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;

(d) the non-compliance or alleged non-compliance by the Company with any requirements of Canadian Securities Laws or stock exchange requirements in connection with the transactions contemplated herein;

(e) any order made or enquiry, investigation or proceedings commenced or threatened by any securities commission or other competent authority based upon any untrue statement or omission or alleged untrue statement or alleged omission or any misrepresentation or alleged misrepresentation (except for statements relating solely to the Underwriters and furnished by them specifically for use in the Offering Documents) contained in the Offering Documents, Marketing Documents or Supplementary Materials or based upon any failure to comply with the Canadian Securities Laws (other than any failure or alleged failure to comply by the Underwriters), preventing or restricting the trading in or the sale or distribution of the Offered Securities in any of the Qualifying Jurisdictions; or

(f) any breach of a representation or warranty of the Company contained in this Agreement in any material respect or the failure of the Company to comply with any of its obligations hereunder.

8.2 The Indemnifying Party agrees to waive any right it may have of first requiring the Indemnified Parties to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Indemnifying Party also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Indemnifying Party or any person asserting claims on behalf of or in right of the Indemnifying Party for or in connection with the Offering except to the extent any losses suffered by the Company are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted from the gross negligence, fraud or wilful misconduct of such Indemnified Party.

8.3 Notwithstanding anything to the contrary contained herein, 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:

(a) an Indemnified Party has been grossly negligent or have committed any wilful misconduct or fraudulent act in the course of the performance of professional services rendered to the Indemnifying Party by the Indemnified Parties or otherwise in connection with the matters referred to in this Agreement; and

(b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were caused by the gross negligence, willful misconduct or fraud referred to in Section 8.3(a) above.

8.4 The Indemnifying Party agrees that in case any legal proceeding shall be brought against the Indemnifying Party and/or an Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate against the Indemnifying Party and/or an Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Company by the Underwriters, the Underwriters shall have the right to employ their own counsels in connection therewith, and the reasonable fees and expenses of such counsels as well as the reasonable costs (including an amount to reimburse the Indemnified Party at their normal per diem rates for time spent in connection therewith) and out-of-pocket expenses reasonably incurred by the Indemnified Party in connection therewith shall be paid by the Indemnifying Party as they occur, as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by the Indemnified Party's personnel in connection therewith) and out-of-pocket expenses incurred by their personnel in connection therewith shall be paid by the Indemnifying Party as they occur.

8.5 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 Indemnifying Party, the Indemnified Party shall notify the Indemnifying Party in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnifying Party, will keep the Indemnifying Party advised of the progress thereof and shall discuss with the Indemnifying Party all significant actions proposed. The omission so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability which the Indemnifying Party may have to the Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnifying Party would otherwise have under this indemnity had the Indemnified Party not so delayed in giving or failed to give the notice required hereunder.

8.6 The Indemnifying Party shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided that the defence shall be conducted through legal counsel acceptable to the Indemnified Party, as applicable, acting reasonably. Upon the Indemnifying Party notifying the Indemnified Party in writing of its election to assume the defence and retaining counsel, the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is assumed by the Indemnifying Party, the Company throughout the course thereof will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof and will discuss with the Indemnified Party all significant actions proposed.

8.7 Notwithstanding the foregoing paragraph, any Indemnified Party shall have the right, at the Indemnifying Party's expense, to employ counsel of such Indemnified Party's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Indemnifying Party; or (ii) the Indemnifying Party has not assumed the defence and employed counsel therefor within 14 days after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Indemnifying Party or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnifying Party (in which event and to that extent, the Indemnifying Party shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Indemnifying Party and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Indemnifying Party shall not have the right to assume or direct the defence on the Indemnified Party's behalf), provided that the Indemnifying Party shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all Indemnifying Parties.

8.8 No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Indemnified Parties affected, such consent not to be unreasonably withheld or delayed. No admission of liability shall be made and the Indemnifying Party shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent unless it has consented in writing to such settlement, such consent not to be unreasonably withheld or delayed.

8.9 The indemnity and contribution obligations of the Indemnifying Party shall be in addition to any liability which the Indemnifying Party may otherwise have, shall extend upon the same terms and conditions to all Indemnified Parties and shall be binding upon and enure to the benefit of any successors and assigns, of the Indemnifying Party and the Indemnified Parties.

SECTION 9
CONTRIBUTION

9.1 In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 8.1 would otherwise be available in accordance with its terms but is, for any reason (other than Section 8.3(a) and Section 8.3(b)), held to be unavailable to or unenforceable by the Indemnified Party or enforceable otherwise than in accordance with its terms or is insufficient to hold the Indemnified Party harmless, the Indemnifying Party shall contribute to the aggregate of all claims, expenses, costs and liabilities and all losses (other than loss of profits in connection with the distribution of the Offered Securities) of the nature contemplated in this Section 9 and suffered or incurred by the Indemnified Parties in such proportions as is appropriate to not only reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the distribution of the Offered Securities but also the relative fault of the Company on one hand and the Indemnified Parties on the other hand in connection with the Claim or Claims which resulted in such claims, expenses, costs, damages, liabilities or losses, as well as any other equitable considerations determined by a court of competent jurisdiction; provided that the Company shall, in any event contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim damage or liability any excess of such amount over the amount of the fees received by the Underwriters hereunder.

9.2 The Underwriters' obligations to contribute pursuant to this Section 9 are several (and not joint, nor joint and several) , in proportion to their respective underwriting commitments as set forth opposite their respective names in Section 21 hereof.

9.3 In the event that the Indemnifying Party is held to be entitled to contribution from the Underwriters under the provisions of any Applicable Law, the Indemnifying Party shall be limited to contribution in an amount not exceeding the lesser of:

(a) the portion of the full amount of the loss or liability giving rise to such contribution for which the Underwriters are responsible, as determined above; and

(b) the amount of the aggregate fee actually received by the Underwriters from the Indemnifying Party hereunder, provided that no individual Underwriter shall be required to contribute more than the fee actually received by such Underwriter.

9.4 With respect to Section 8 and this Section 9 the Company acknowledges and agrees that the Underwriters are contracting on their own behalf and as agents for their respective affiliates and subsidiaries (including the U.S. Affiliates) and each of their respective directors, officers, partners, employees and shareholders, and each person, if any, controlling any Underwriter or any of its subsidiaries or affiliates and each shareholder of any Underwriter. Accordingly, the Company hereby constitutes the Underwriters as agents for each person who is entitled to the covenants of the Company contained in Section 8 and this Section 9, and is not a party hereto and the Underwriters agree to accept such agents and to hold in trust for and to enforce such covenants on behalf of such persons.

SECTION 10
COVENANTS OF THE COMPANY

10.1 The Company covenants and agrees with the Underwriters that:

(a) the Company will advise the Underwriters, promptly after receiving notice thereof, of the time when each Offering Document has been filed, and will provide evidence satisfactory to the Underwriters of each such filing;

(b) between the date hereof and the date of completion of the distribution of the Offered Securities, the Company will advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any Canadian Securities Commission or U.S. securities regulator of any order suspending or preventing the use of any of the Offering Documents;

(ii) the issuance by any Canadian Securities Commission or the TSXV of any order having the effect of ceasing or suspending the distribution of the Offered Securities or the trading in any securities of the Company, or of the institution or, to the knowledge of the Company, threatening of any proceeding for any such purpose; or

(iii) any requests made by any Canadian Securities Commission for amending or supplementing any of the Offering Documents or for additional information;

(c) the Company will use its commercially reasonable efforts to prevent the issuance of any order referred to in Sections 10.1(b)(i), 10.1(b)(ii) or 10.1(b)(iii) above and, if any such order is issued, to obtain the withdrawal thereof at the earliest possible time;

(d) the Company will use its commercially reasonable efforts to obtain the conditional listing of the Unit Shares, the Warrant Shares, the Broker Warrant Shares and the Unit Warrants on the TSXV by the Closing Time, subject only to the Standard Listing Conditions (and in the case of the Unit Warrants, subject to the distribution of the Unit Warrants to the applicable minimum number of public securityholders pursuant to the Offering), and will promptly advise the Underwriters upon obtaining such conditional approval of the TSXV;

(e) the Company will use the net proceeds from the Offering substantially in accordance with the disclosure set out under the heading "Use of Proceeds" in the Prospectuses;

(f) the Company will, for a period of two years following the Closing Date, use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of Canadian Securities Laws of each of the Qualifying Jurisdictions which have such a concept and will comply with all of its obligations under Canadian Securities Laws, provided that the Company shall not be required to comply with this Section 10.1(f) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "reporting issuer" (within the meaning of Canadian Securities Laws); and

(g) the Company will, for a period of two years following the Closing Date, use its commercially reasonable efforts (including, without limitation, making application to the Canadian Securities Commissions of each Qualifying Jurisdiction for all consents, orders and approvals necessary) to maintain the listing of the Common Shares and, as applicable, the Unit Warrants on the TSXV or such other recognized stock exchange or quotation system as the Underwriters may approve, acting reasonably, provided that the Company shall not be required to comply with this Section 10.1(g) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "reporting issuer" (within the meaning of applicable Canadian Securities Laws).

10.2 Prior to the completion of the distribution of the Offered Securities, the Company will use commercially reasonable efforst to file all documents required to be filed with or furnished to the Canadian Securities Commissions pursuant to Canadian Securities Laws.

10.3 Except as contemplated by this Agreement, the Company will not, without the prior written consent of the Lead Underwriters (not to be unreasonably withheld or delayed), on behalf of the Underwriters, directly or indirectly issue, offer, pledge, sell, contract to sell, contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer, lend or dispose of directly or indirectly, any Common Shares or securities convertible into or having the right to acquire Common Shares or enter into any agreement or arrangement under which the Company would acquire or transfer to another, in whole or in part, any of the economic consequences of ownership of Common Shares, or agree to become bound to do so, or disclose to the public any intention to do so, during the period from the date hereof and ending 90 days following the Closing Date; provided that, notwithstanding the foregoing, the Company may (i) grant options or other securities pursuant to the Company's employee stock option plan or other equity compensation plans, and issue Common Shares upon the exercise of such options or vesting of such securities, (ii) issue equity securities pursuant to the exercise or conversion, as the case may be, of any warrants or other convertible securities of the Company outstanding on the date hereof, (iii) issue securities in connection with any existing contractual obligations of the Company, and (iv) issue securities in connection with asset or share acquisitions in the normal course of business.

10.4 The Company agrees that it will use reasonable efforts to restrict its officers and directors from selling, hedging or dealing with any securities of the Company from the date of this Agreement until the Closing Date without the prior written consent of the Co-Lead Underwriters (not to be unreasonably withheld or delayed).

SECTION 11
COMPENSATION OF THE UNDERWRITERS

11.1 In consideration of the Underwriters' services to be rendered in connection with the Offering, the Company shall, at the Closing Time or applicable Over-Allotment Closing Time, as the case may be, (a) pay to the Underwriters a cash commission (the "**Underwriters' Fee**") equal to 7% of the gross proceeds of the Offering (or \$0.049 per Unit) (including, for greater certainty, the gross proceeds of the Over-Allotment Option (as defined herein), if any), and (b) issue to the Underwriters purchase warrants (the "**Broker Warrants**"), exercisable to acquire, within 36 months of the Closing Date, in the aggregate, that number of Units (the "**Broker Units**") equal to 7% of the number of Units sold under the Offering (including, for greater certainty, any Units sold on the exercise of the Over-Allotment Option, if any) at an exercise price equal to the Offering Price. In addition, the Company, shall, pay Canaccord, on the Closing Date and Over-Allotment Closing Date (if any), a fee (the "**Corporate Finance Fee**") equal to 2% of the gross proceeds of the Offering, payable in Units (the "**Corporate Finance Fee Units**") with a deemed value per Unit equal to the Offering Price, other than in respect of Units sold to purchasers on the president's list, being purchasers introduced by the Company's management to the Underwriters who may subscribe for up to a maximum of \$4,000,000 of the Offering (the "**President's List**"), on which Canaccord shall not receive the Corporate Finance Fee. Each Broker Unit consists of one Common Share (a "**Broker Unit Share**") and one half of one common share purchase warrant (each whole common share purchase warrant, a "**Broker Unit Warrant**"). Each Broker Unit Warrant will entitle the holder thereof to purchase one Common Share (a "**Broker Unit Warrant Share**") on the same terms as the Unit Warrants. Each Corporate Finance Fee Unit consists of one Common Share (a "**Corporate Finance Fee Unit Share**") and one half of one common share purchase warrant (each whole common share purchase warrant, a "**Corporate Finance Fee Unit Warrant**"). Each Corporate Finance Fee Unit Warrant will entitle the holder thereof to purchase one Common Share (a "**Corporate Finance Fee Unit Warrant Share**") on the same terms as the Unit Warrants.

11.2 The Underwriters acknowledge and agree that the Compensation Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States. In connection with the issuance of the Compensation Securities, the Underwriters represent, warrant, and covenant that they are acquiring the Compensation Securities as principals for their own account and not for the benefit of any other person. Each Underwriter represents, warrants, and covenants that (i) the Compensation Securities were not offered to the Underwriter in the United States, (ii) it is not a U.S. Person and is not acquiring the Compensation Securities in the United States, or on behalf of a U.S. Person or a person located in the United States, and (iii) this Agreement was executed and delivered by it outside the United States. Each Underwriter acknowledges and agrees that the Broker Warrants may not be exercised for the account or benefit of a U.S. Person or a person in the United States, unless such exercise is exempt from registration under the U.S. Securities Act and the applicable securities laws. Each Underwriter agrees that it will not offer or sell any Compensation Securities in the United States or to U.S. Persons unless in compliance with an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws.

SECTION 12
ALL TERMS TO BE CONDITIONS

The Company agrees that the conditions contained in this Agreement will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company. Any breach or failure to comply with any of the conditions set out in this Agreement shall entitle any of the Underwriters to terminate their obligation to purchase the Offered Securities, by written notice to that effect given to the Company at or prior to the Closing Time or the Over-Allotment Closing Time, as applicable. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on any Underwriter any such waiver or extension must be in writing and signed by such Underwriter.

SECTION 13
TERMINATION BY UNDERWRITERS

13.1 Each Underwriter shall be entitled to terminate its obligation to purchase the Offered Securities by written notice to that effect to the Company at or prior to the Closing Time or the Over-Allotment Closing Time, as applicable, if after the date hereof and prior to the Closing Time or Over-Allotment Closing Time, as applicable:

(a) there should occur or commence or be announced or threatened any inquiry, action, suit, investigation or other proceeding (whether formal or informal) or any order or ruling is issued by any federal, provincial or other Governmental Authority (including, without limitation, the Canadian Securities Commissions or the TSXV), which in the reasonable opinion of an Underwriter would be expected to operate to prevent or restrict trading in the Company’s securities or distribution of the Offered Securities or adversely affects or will adversely affect the financial markets in Canada or the United States or the business, operations or affairs of the Company and the Subsidiaries taken as a whole;

(b) there should develop, occur or come into effect or existence, any event, action, state, condition or major financial occurrence of national or international consequence (including, without limitation, as a result of the COVID-19 pandemic to the extent that there are material adverse impacts related to COVID-19 after the date of this Agreement), or any new law or regulation or a change thereof which, in the opinion of an Underwriter, acting reasonably, seriously adversely affects, or involves, or is reasonably expected to seriously adversely affect, or involve, the financial markets in Canada or the United States or the business, operations or affairs of the Company and the Subsidiaries taken as a whole;

(c) the state of the financial markets in Canada or the United States has materially deteriorated such that, in the reasonable opinion of an Underwriter, the Offered Securities cannot be marketed profitably;

(d) there should occur, be discovered by an Underwriters or be announced by the Company any material change or change in a material fact or a new material fact arises or is discovered which, in the opinion of an Underwriter, acting reasonably, would be expected to have a significant adverse effect on the market price or value of the Offered Securities; or

(e) the Company is in breach of any material term, condition or covenant of this Agreement or any representation or warranty given by the Company in this Agreement becomes false in any material respect.

13.2 If this Agreement is terminated by the Underwriters pursuant to Section 13.1, there shall be no further liability on the part of the Underwriters or of the Company to the Underwriters, except in respect of any liability which may have arisen or may thereafter arise under Section 8, Section 9, Section 17 hereof or section 18 of the Engagement Letter.

13.3 The right of the Underwriters or any of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Company in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under this Section 13 shall not be binding upon the other Underwriters.

SECTION 14
CLOSING

The closing of the purchase and sale of the Firm Units herein provided for shall be completed at 8:00 a.m. (Toronto time) on June 30, 2021, or such other date and/or time as may be agreed upon in writing by the Company and the Lead Underwriters, but in any event not later than July 2, 2021 (respectively, the "**Closing Time**" and the "**Closing Date**"), at the offices of Fasken Martineau DuMoulin LLP in Vancouver, British Columbia. In the event that the Closing Time has not occurred on or before July 2, 2021, this Agreement shall, subject to Section 13.2 hereof or unless the Company and the Lead Underwriters otherwise agree in writing, terminate.

SECTION 15
CONDITIONS OF CLOSING AND OVER-ALLOTMENT CLOSING

15.1 The obligations of the Underwriters under this Agreement are subject to the accuracy of the representations and warranties of the Company contained in this Agreement both as of the date of this Agreement, the Closing Time and the applicable Over-Allotment Closing Time, as the case may be, the performance by the Company of its obligations under this Agreement and receipt by the Underwriters, at the Closing Time or applicable Over-Allotment Closing Time, as the case may be, of the following, other than as provided below:

(a) a favourable legal opinion, dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, addressed to the Underwriters and their counsels dated and delivered on the Closing Date from the Company's counsel, Fasken Martineau DuMoulin LLP, in form and substance satisfactory to the Underwriters and their counsels, acting reasonably, with respect to the following matters, subject to such reasonable assumptions and qualifications customary with respect to transactions of this nature as may be accepted by Underwriters' counsels:

(i) the Company is a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of any requirement of Canadian Securities Laws on the lists maintained by the Canadian Securities Commissions in the Qualifying Jurisdictions;

(ii) the Company is a corporation existing under the *Business Corporations Act* (Ontario);

(iii) there are no restrictions on the corporate power and capacity of the Company to own its property and assets and to carry on its business as now conducted;

(iv) the Company has the corporate power and capacity to execute, deliver and perform its obligations under this Agreement, the Warrant Indenture and the certificates representing the Broker Warrants, and to: (A) issue the Offered Securities; (B) issue Warrant Shares upon due exercise of the Unit Warrants; (C) issue the Broker Warrants; (D) issue Broker Unit Shares and Broker Unit Warrants upon due exercise of the Broker Warrants; (E) issue Broker Unit Warrant Shares upon due exercise of Broker Unit Warrants; (F) issue the Corporate Finance Fee Unit Shares; (G) issue the Corporate Finance Fee Unit Warrants; and (H) issue Corporate Finance Fee Unit Warrant Shares upon due exercise of Corporate Finance Fee Unit Warrants;

(v) as to the authorized share capital of the Company;

(vi) the execution and delivery by the Company of this Agreement, the Warrant Indenture and the certificates representing the Broker Warrants and the performance by the Company of its obligations hereunder and thereunder have been duly authorized by all necessary corporate action on the part of the Company, and each of this Agreement, the Warrant Indenture and the certificates representing the Broker Warrants has been duly executed and delivered by and is enforceable against the Company 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 laws;

(vii) the execution and delivery by the Company of this Agreement, the Warrant Indenture and the certificates representing the Broker Warrants and the performance by the Company of its obligations hereunder and thereunder does not and will not (as the case may be) contravene: (A) the *Business Corporations Act* (Ontario) or (B) the articles and by-laws of the Company;

(viii) all necessary corporate action has been taken by the Company to authorize the execution of each of the Bulleted Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and the Final Prospectus and the filing thereof with the Canadian Securities Commissions;

(ix) the Unit Shares, and the Corporate Finance Fee Unit Shares have been validly issued and are outstanding as fully paid and non-assessable Common Shares;

(x) the Unit Warrants, the Broker Warrants, and the Corporate Finance Fee Unit Warrants have been validly created and issued as warrants of the Company and when the Broker Units Warrants are issued upon due exercise of the Broker Warrants, the Broker Unit Warrants shall have been validly created and issued as warrants of the Company;

(xi) all necessary corporate action has been taken by the Company to reserve for issuance and authorize the issue of the Warrant Shares, the Broker Unit Shares, the Broker Unit Warrant Shares and the Corporate Finance Fee Unit Warrant Shares and, upon due exercise of the Unit Warrants, the Broker Warrants, the Broker Unit Warrants and the Corporate Finance Fee Unit Warrants in accordance with their terms and the payment of the consideration therefor, the Warrant Shares, the Broker Unit Shares, the Broker Unit Warrant Shares and the Corporate Finance Fee Unit Warrant Shares, respectively, will be validly issued as fully paid and non-assessable Common Shares;

(xii) the attributes of the Unit Shares, the Broker Unit Shares, the Corporate Finance Fee Unit Shares, the Warrant Shares, the Broker Unit Warrant Shares, the Corporate Finance Fee Unit Warrant Shares, the Broker Warrants, the Unit Warrants, the Broker Unit Warrants and the Corporate Finance Fee Unit Warrants, conform in all material respects with the description thereof in the Offering Documents;

(xiii) all necessary documents have been filed, all necessary proceedings have been taken, all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction have been obtained, and all necessary legal requirements have been fulfilled, by the Company under Canadian Securities Laws to qualify the Unit Shares, the Unit Warrants for distribution to the public in each of the Qualifying Jurisdictions through investment dealers or brokers who are duly registered under Canadian Securities Laws and who have complied with the relevant provisions of such Canadian Securities Laws and the terms of their registration and to qualify the issuance of the Broker Warrants, the Corporate Finance Fee Unit Shares and the Corporate Finance Fee Unit Warrants to the Underwriters in the Qualifying Jurisdictions;

(xiv) no prospectus is required, nor are other documents required to be filed, proceedings taken or approvals, permits, consents or authorizations of regulatory authorities obtained by the Company under the Canadian Securities Laws to permit the issuance by the Company of the Warrant Shares upon exercise of the Warrants and the Broker Unit Shares upon exercise of the Broker Warrants, provided in each case that any person that is “in the business of trading in securities” under Canadian Securities Laws involved in such issuance is registered under Canadian Securities Laws in categories permitting it to distribute the Warrant Shares and the Broker Warrant Shares and has complied with such Canadian Securities Laws;

(xv) the first trade in the Qualifying Jurisdictions of the Warrant Shares issued pursuant to the exercise of the Warrants in accordance with the provisions of the Warrant Indenture, and of the Broker Unit Shares issued upon the exercise of the Broker Warrants, will not be subject to the prospectus requirements of Canadian Securities Laws and no prospectus or other document is required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations of the Canadian Securities Commissions of the Qualifying Jurisdictions are required to be obtained by the Company under Canadian Securities Laws to permit such first trade, in all cases provided that the trade is not a “control distribution” (as defined in National Instrument 45-102 – Resale of Securities), the Company is a reporting issuer at the time of the trade, and the trade is not a transaction or a series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a “distribution” as defined in Canadian Securities Laws;

(xvi) the TSXV has conditionally approved the listing of the Unit Shares, the Broker Unit Shares, the Corporate Finance Fee Unit Shares, the Warrant Shares, the Broker Unit Warrant Shares, the Corporate Finance Fee Unit Warrant Shares and, if obtained, the Warrants subject to the satisfaction by the Company of the standard listing conditions of the TSXV and, in the case of the Warrants, subject to the distribution of the Warrants to the applicable minimum number of public securityholders pursuant to the Offering;

(xvii) the form of certificates representing the Warrants, as applicable, and the Broker Warrants have been duly approved by the Company and comply in all material respects with the *Business Corporations Act* (Ontario);

(xviii) TSX Trust Company has been duly appointed as the transfer agent and registrar for the Common Shares;

(xix) TSX Trust Company has been duly appointed as the warrant agent for the Warrants under the Warrant Indenture;

(xx) the summary under the heading “Certain Canadian Federal Income Tax Considerations” in the Prospectuses is a fair and adequate summary of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of the Unit Shares, Unit Warrants and Warrant Shares, subject to the qualifications, assumptions, limitations and understandings set out in such summary; and

(xxi) the statements under the heading “Eligibility for Investment” in the Prospectuses, subject to the qualifications, assumptions and limitations set out under such heading, constitute a fair and adequate description of status of the Unit Shares, Unit Warrants and Warrant Shares as “qualified investments” under the *Income Tax Act* (Canada) and its regulations.

In connection with such opinion, counsel to the Company may rely on the opinions of local counsel in the Qualifying Jurisdictions acceptable to counsels to the Underwriters, acting reasonably, as to the qualification for distribution of the Offered Securities, or opinions may be given directly by local counsel of the Company with respect to those items and as to other matters governed by the laws of jurisdictions other than the province or provinces in which the Company’s Canadian counsel is qualified to practice, and may rely, to the extent appropriate in the circumstances but only as to matters of fact, on certificates of officers of the Company.

(b) a favourable legal opinion, dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, addressed to the Underwriters and their counsels dated and delivered on the Closing Date from legal counsel to each Subsidiary in form and substance satisfactory to the Underwriters and their counsels, acting reasonably, as to the laws of the relevant jurisdiction with respect to the following matters, subject to such reasonable assumptions and qualifications customary with respect to transactions of this nature as may be accepted by Underwriters’ counsels:

(i) as to the existence and good standing (where applicable) status of each Subsidiary under the laws of its jurisdiction of incorporation;

(ii) as to the authorized share capital and shareholders of each Subsidiary; and

(iii) that each Subsidiary has all requisite power, capacity and authority under the laws of its jurisdiction of incorporation or formation to (a) carry on its business as presently carried on; and (b) to own its property and assets;

(c) if there are U.S. Purchasers, a favourable legal opinion, dated the Closing Date or the applicable Over-Allotment Closing Date as the case may be, addressed to the Underwriters in form and substance and subject to customary qualifications and assumptions satisfactory to the Underwriters, acting reasonably, from Nauth LPC, in its capacity as the Company’s special U.S. counsel, and such legal opinion shall be to the effect that no registration of the Firm Units and/or any Additional Securities, as applicable, will be required under the U.S. Securities Act in connection with such offer and sales to U.S. Purchasers through the U.S. Affiliate in accordance with and reliance upon this Agreement, Schedule “A” hereto and the U.S. Placement Memorandum (and any executed exhibits, schedules or attachments thereto), it being understood that such counsel shall not be required to provide any legal opinion with regard to the subsequent transfer, resale, pledge, exchange or other disposition of any of the Firm Units and/or any Additional Securities;

(d) certificates or evidence of registration representing, in the aggregate, the Offered Securities issuable on such date registered in the name of CDS or its nominee or in such other name(s) as the Underwriters shall have directed;

(e) the auditor's comfort letter dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, updating the comfort letter referred to in Section 5.4 above with such changes as may be necessary from the comfort letter delivered previously to bring the information therein forward to a date which is within two Business Days of such date;

(f) the applicable Underwriters' Fee payable to the Underwriters in accordance with Section 11.1;

(g) the applicable number of Broker Warrants registered, in form and substance acceptable to the Underwriters, acting reasonably, issuable to the Underwriters in accordance with Section 11.1;

(h) on the Closing Date, evidence satisfactory to the Underwriters that the Unit Shares, the Broker Unit Shares, the Corporate Finance Fee Unit Shares, the Warrant Shares, the Broker Unit Warrant Shares, the Corporate Finance Fee Unit Warrant Shares and the Warrants shall have been conditionally approved for listing on the TSXV, subject only to satisfaction of the Standard Listing Conditions and, in the case of the Unit Warrants, subject to the distribution of the Unit Warrants to the applicable minimum number of public securityholders pursuant to the Offering, and will, at the opening of trading on the TSXV on the Closing Date, be listed for trading on the TSXV;

(i) a certificate, dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, and signed on behalf of the Company, but without personal liability, by the President and by the Chief Executive Officer of the Company, or such other officers of the Company as may be reasonably acceptable to the Underwriters, certifying that: (i) the Company has complied with all covenants and satisfied all terms and conditions hereof to be complied with and satisfied by the Company at or prior to the Closing Time or the applicable Over-Allotment Closing Time, as the case may be; (ii) except to the extent such representations and warranties are given as of a particular date (in which case they will be true and correct in all material respects as of such date), all the representations and warranties of the Company contained herein are true and correct in all material respects as of the Closing Time or the applicable Over-Allotment Closing Time, as the case may be, with the same force and effect as if made at and as of the Closing Time or such Over- Allotment Closing Time, as applicable, after giving effect to the transactions contemplated hereby; (iii) there has been no material change relating to the Company since the date hereof which has not been generally disclosed and with respect to which the requisite material change statement or report has not been filed and no such disclosure has been made on a confidential basis; and (iv) that, to the best of the knowledge, information and belief of the persons signing such certificate, no order, ruling or determination having the effect of ceasing or suspending trading in the Common Shares or any other securities of the Company has been issued and no proceedings for such purpose are pending or are contemplated or threatened, and each such statement shall be true;

(j) a certificate dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, signed on behalf of the Company, but without personal liability, by the President and Chief Executive Officer of the Company or another officer acceptable to the Underwriters, acting reasonably, in form and content satisfactory to the Underwriters, acting reasonably, with respect to the constating documents of the Company; the resolutions of the directors of the Company relevant to the Offering; and the incumbency and signatures of signing officers of the Company;

(k) a certificate dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, signed on behalf of MarketWall, but without personal liability, by an officer of MarketWall acceptable to the Underwriters, acting reasonably, in form and content satisfactory to the Underwriters, acting reasonably, confirming that: (i) MarketWall has all necessary authorizations and licenses to carry on its business as currently carried on; and (ii) that the completion of the Offering does not breach any contract, by-law or constating document applicable to MarketWall or the MarketWall Shareholders' Agreement;

(l) a certificate of status (or equivalent) for the Company dated within one (1) Business Day (or such earlier or later date as the Underwriters may accept) of the Closing Date or applicable Over-Allotment Closing Date; and

(m) such other documents as the Underwriters or counsels to the Underwriters may reasonably require.

SECTION 16
OVER-ALLOTMENT OPTION

16.1 The Over-Allotment Option, may be exercised by the Underwriters at any time, in whole or in part by delivering notice to the Company not later than 5:00 p.m. (Toronto time) on the 30th day after the Closing Date, which notice will specify the number of Additional Securities to be purchased by the Underwriters and the date (the "**Over-Allotment Closing Date**") on and at which such Additional Securities are to be purchased. Such Over-Allotment Closing Date may be the same as (but not earlier than) the Closing Date and will not be earlier than three Business Days nor later than five Business Days after the date of delivery of such notice (except to the extent a shorter or longer period shall be agreed to by the Company). Subject to the terms of this agreement, upon the Underwriters furnishing such notice, the Underwriters will be committed to purchase jointly (the notion equivalent to "severally" in common law) (and not solidarily, nor jointly and severally), in the respective percentages set forth in Section 21, and the Company will be committed to issue and sell in accordance with and subject to the provisions of this Agreement, the number of Additional Securities indicated in such notice. Additional Securities may be purchased by the Underwriters only for the purpose of satisfying over-allotments made in connection with the Offering and for market stabilization purposes.

16.2 In the event that the Over-Allotment Option is exercised in accordance with its terms, the closing of the issuance and sale of that number of Additional Securities in respect of which the Underwriters are exercising the Over-Allotment Option shall take place at 8:00 a.m. (Toronto time) on the applicable Over-Allotment Closing Date or at such other time on the Over-Allotment Closing Date as may be agreed upon in writing by the Company and the Lead Underwriters (the "**Over-Allotment Closing Time**") at the offices of Fasken Martineau DuMoulin LLP or at such other place as may be agreed to by the Lead Underwriters and the Company.

16.3 The obligation of the Underwriters to make any payment or delivery contemplated by this Section 16 is subject to satisfaction of the conditions set forth in Section 15.

SECTION 17
EXPENSES

The Company will pay all reasonable expenses and fees in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Securities and the filing of the Offering Documents; (ii) the fees and expenses of the Company's legal counsel; (iii) all costs incurred in connection with the preparation of documentation relating to the Offering; and (iv) all reasonable and direct expenses of the Underwriters including all reasonable fees and disbursements of the Underwriters' legal counsels, plus applicable taxes and disbursements, subject to the maximum amount set out in section 12 of the Engagement Letter (collectively, the "**Underwriters' Expenses**"). All Underwriters' Expenses incurred by the Underwriters, or on its behalf, shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriters and shall be payable whether or not the Offering is completed. At the option of the Lead Underwriters, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Company on the closing of the Offering. Regardless of whether the transactions contemplated herein are completed or not, the Company will pay the Underwriters' Expenses, as described in this Section 17.

SECTION 18
NO ADVISORY OR FIDUCIARY RELATIONSHIP

The Company acknowledges and agrees that (a) the purchase and sale of the Offered Securities pursuant to this Agreement, including the determination of the Offering Price, the Offered Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the Offering and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its shareholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favour of the Company with respect to the Offering or the process leading thereto (irrespective of whether the Underwriters have advised or are currently advising the Company on other matters) and the Underwriters have no obligation to the Company with respect to the Offering except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the Offering and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deems appropriate.

SECTION 19
NOTICES

19.1 Any notice to be given hereunder shall be in writing and may be given by hand delivery or email and shall be addressed and emailed or delivered to:

(a) in the case of notice to the Company:

AnalytixInsight Inc.
100-2 Toronto Street, Suite 235
Toronto, ON, M5C 2B5

Attention: Prakash Hariharan, Chairman & CEO

Email: prakash.hariharan@analytixinsight.com

with a copy to (such copy not to constitute notice):

Fasken Martineau DuMoulin LLP
550 Burrard Street, Suite 2900
Vancouver, British Columbia
V6C 0A3

Attention: Steve Saville

Email: ssaville@fasken.com

(b) in the case of notice to the Underwriters:

(i) If to Canaccord:

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

Attention: Graham Saunders

Email: gsaunders@cgf.com

(ii) If to Cantor:

Cantor Fitzgerald Canada Corporation
181 University Avenue, Suite 1500
Toronto, Ontario M5H 3M7

Attention: Christopher Craib

Email: christopher.craib@cantor.com

(iii) If to Roth Canada, ULC

Roth Canada, ULC

Attention: Brady Fletcher

Email: bfletcher@rothcanada.ca

and in each case with a copy to (such copy not to constitute notice):

Miller Thomson LLP
40 King St W Suite 5800
Toronto, Ontario M5H 4A9

Attention: Lawrence D. Wilder

Email: lwilder@millerthomson.com

19.2 The Company and the Underwriters may change their respective addresses for notice by notice given in the manner referred to above.

SECTION 20
SURVIVAL

The representations, warranties, obligations and agreements of the Company contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Securities shall survive the purchase of the Offered Securities and shall continue in full force and effect for a period of two years after Closing unaffected by any subsequent disposition of the Offered Securities by the Underwriters or the termination of the Underwriters' obligations and shall not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in connection with the preparation of the Prospectuses, any Supplementary Materials or the distribution of the Offered Securities.

SECTION 21
UNDERWRITER'S OBLIGATIONS

21.1 Subject to the terms of this Agreement, the Underwriters' obligations under this Agreement to purchase the Offered Securities shall be several (and not jointly, nor jointly and severally) and the liability of each of the Underwriters to purchase the Offered Securities shall be limited to the following percentages of the purchase price paid for the Offered Securities:

Canaccord Genuity Corp.	50%
Cantor Fitzgerald Canada Corporation	40%
Roth Canada, ULC	10%

21.2 If any of the Underwriters fails to purchase its applicable percentage of the Offered Securities at the Closing Time or the applicable Over-Allotment Closing Time, as the case may be, (a "**Defaulting Underwriter**") and the percentage of Offered Securities that have not been purchased by the Defaulting Underwriter represents 10% or less of the Offered Securities then the other Underwriters will be severally (and not jointly, nor jointly and severally) obligated to purchase, on a pro rata basis to their respective percentages as aforesaid, all but not less than all of the Offered Securities not purchased by the Defaulting Underwriter, and to receive the Defaulting Underwriter's portion of the Underwriting Fee in respect thereof, and such non-defaulting Underwriters shall have the right, by notice to the Company, to postpone the Closing Date or Over-Allotment Closing Date, as the case may be, by not more than three Business Days to effect such purchase. In the event that the percentage of Offered Securities that have not been purchased by a Defaulting Underwriter represents more than 10% of the aggregate Offered Securities, the other Underwriters will have the right, but will not be obligated, to purchase all of the percentage of the Offered Securities which would otherwise have been purchased by the Defaulting Underwriter; the Underwriters exercising such right will purchase such Offered Securities, if applicable, pro rata to their respective percentages aforesaid or in such other proportions as they may otherwise agree. In the event that such right is not exercised, the non-defaulting Underwriters shall be relieved of all obligations to the Company arising from such default. Nothing in this section shall oblige the Company to sell to the Underwriters less than all of the Offered

Securities or relieve from liability to the Company any Underwriter which shall be so in default.

SECTION 22
MISCELLANEOUS

22.1 This Agreement shall enure to the benefit of, and shall be binding upon, the Underwriters and the Company and their respective successors and legal representatives. No party may assign this Agreement or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, except that Canaccord shall, in its sole discretion and without notice to or consent of the Company or any other party, be entitled to assign its underwriting commitment under this Agreement to any affiliate or subsidiary of Canaccord Genuity Group Inc., provided, however, that no such assignment shall relieve Canaccord from its obligations hereunder.

22.2 This Agreement, including all schedules to this Agreement, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such subject matter, including the Engagement Letter, provided that section 18 of the Engagement Letter shall remain in force and effect. This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by all of the parties.

22.3 The Company acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Underwriters in connection with this Agreement and their engagement hereunder, if any, are intended solely for the Company's benefit and the Company's internal use only with respect to the Offering and the Company agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Lead Underwriter's prior written consent in each specific instance. Any advice or opinions given by the Underwriters hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Underwriters, in their sole judgment, deem necessary or prudent in the circumstances. The Underwriters expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Underwriters or any unauthorized reference to any of the Underwriters or this Agreement.

22.4 In connection with the distribution of the Offered Securities, the Underwriters (or any of them) may effect transactions which stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail in the open market, but in each case as permitted by Canadian Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

22.5 The Company acknowledges that the Underwriters are full service securities firms engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services and that in the ordinary course of trading and brokerage activities, the Underwriters and/or any of their affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of the Company or any other company that may be involved in a transaction or related derivative securities.

22.6 No waiver of any provision of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

22.7 If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

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

22.9 Time shall be of the essence hereof and, following any waiver or indulgence by any party, time shall again be of the essence hereof.

22.10 This Agreement may be executed by the parties in counterparts and the counterparts may be executed and delivered by electronic means, with all counterparts together constituting one agreement.

[Signature page follows.]

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

Yours very truly,

CANACCORD GENUITY CORP.

By: *"Graham Saunders"*
Graham Saunders
Head of Capital Markets Origination

CANTOR FITZGERALD CANADA CORPORATION

By: *"Christopher Craib"*
Christopher Craib
President & Chief Financial Officer

ROTH CANADA, ULC

By: *"Brady Fletcher"*
Brady Fletcher
President & Head of Investment Banking

The foregoing is in accordance with our understanding and is accepted by us.

ANALYTIXINSIGHT INC.

By: *“Prakash Hariharan”*

Prakash Hariharan

Chairman & Chief Executive Officer

SCHEDULE A
COMPLIANCE WITH UNITED STATES SECURITIES LAWS

1. Definitions

As used in this and related appendices, capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agreement to which this Schedule "A" is annexed and to which it forms a part, and the following terms shall have the meanings indicated:

(a) "**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities or the Warrant Shares and includes the placement of an advertisement in a publication with a general circulation in the United States that refers to the Offering of such securities;

(b) "**Foreign Issuer**" shall have the meaning ascribed thereto in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it includes any issuer which is a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are owned of record either directly or indirectly by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

(c) "**General Solicitation**" and "**General Advertising**" mean "**general solicitation**" and "**general advertising**", respectively, as used in Rule 502(c) under the U.S. Securities Act, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet, or broadcast over radio, or television or the internet or any seminar or meeting whose attendees had been invited by general solicitation or general advertising or in any other manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

(d) "**SEC**" means the United States Securities and Exchange Commission; and

(e) "**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Regulation S.

All other capitalized terms used but not otherwise defined in this Schedule shall have the meanings given to them in the Agreement to which this Schedule is attached and of which this Schedule forms a part.

2. Representations, Warranties and Covenants of the Company

The Company represents, warrants and covenants to the Underwriters (including for the benefit of the U.S. Affiliates) as of the Closing Date and any Over-Allotment Option Closing Date, as applicable, that:

(a) The Company is a Foreign Issuer with no Substantial U.S. Market Interest in the Offered Securities.

(b) Except with respect to sales to Qualified Institutional Buyers in reliance upon Rule 144A, neither the Company nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, their affiliates and any person acting on their behalf, as to whom no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Firm Units or Additional Securities to, or for the account or benefit of, a person in the United States or a U.S. Person; or (B) any sale of the Firm Units or Additional Securities unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States, not a U.S. Person and not acting for the account or benefit of a person in the United States or a U.S. Person, or (ii) the Company and any person acting on its behalf reasonably believe that the purchaser is outside the United States, not a U.S. Person and is not acting for the account or benefit of a person in the United States or a U.S. Person.

(c) None of it, any of its affiliates, or any person acting on its or their behalf (other than the Underwriters, their affiliates and any person acting on their behalf, as to whom no representation is made), has made or will make any Directed Selling Efforts or has taken or will take any action that would cause the exemption from registration under Rule 144A or the exclusion afforded by Regulation S to be unavailable for offers and sales of the Firm Units or Additional Securities pursuant to this Agreement.

(d) None of the Company, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, their affiliates and any person acting on their behalf, as to whom no representation is made) have (i) engaged or will engage in any form of General Solicitation or General Advertising or (ii) undertaken any activity in a manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act, in each case, with respect to offers or sales of the Firm Units and Additional Securities to, or for the account or benefit of, persons in the United States or U.S. Persons.

(a) None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Underwriters, their respective affiliates, or any person acting on any of their behalf, in respect of which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Firm Units and Additional Securities.

(b) So long as any of the Firm Units or Additional Securities are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and cannot be sold pursuant to Rule 144(b)(1) under the U.S. Securities Act, the Company will, if it is neither subject to and in compliance with the reporting requirements of Section 13 or Subsection 15(d) of the U.S. Exchange Act nor exempt from such requirements pursuant to Rule 12g3-2(b) thereunder, provide to any holder of those restricted securities, or to any prospective purchaser of those restricted securities designated by a holder, upon the request of that holder or prospective purchaser, at or prior to the time of sale, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act (so long as that requirement is necessary in order to permit holders of the restricted securities to effect resales under Rule 144A).

(c) The Offered Securities are not, and as of the Closing Date the Firm Units and Additional Securities will not be, and no securities of the same class as the Firm Units and Additional Securities are or will be, listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act or quoted in a "U.S. automated inter-dealer quotation system," as such term is used in Rule 144A.

(d) The Company shall cooperate with the reasonable requests of the Underwriters and counsels for the Underwriters to use its reasonable efforts to satisfy exemptions from the application of any applicable "blue sky" or state securities laws of those jurisdictions designated by the Underwriters with respect to the Qualified Institutional Buyers pursuant to Rule 144A, shall comply with any such applicable state securities law requirements and shall continue to be in compliance with such state securities laws in effect so long as required for the initial offer and sale of the Firm Units and Additional Securities contemplated herein.

(e) The offering of the Offered Securities to, or for the account or benefit of, a person in the United States or a U.S. Person by the U.S. Affiliates, if applicable, is not prohibited pursuant to a court order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.

(f) The U.S. Placement Memorandum (and any other material or document prepared or distributed by or on behalf of the Company used in connection with offers and sales of the Offered Securities) include, or will include, statements to the effect that the Offered Securities have not been registered under the U.S. Securities Act and may not be offered or sold to, or for the account or benefit of, a person in the United States or a U.S. Person unless an exemption from the registration requirements of the U.S. Securities Act and all applicable state securities laws is available. Such statements have appeared, or will appear, (i) on the cover page of the U.S. Placement Memorandum; (ii) in the "Notice to Investors" section of the U.S. Placement Memorandum; and (iii) in any press release or other public statement made or issued by the Company or anyone acting on the Company's behalf.

3. Representations, Warranties and Covenants of the Underwriters

Each of the Underwriters and its U.S. Affiliate, as applicable, acknowledges that the Offered Securities and the Warrant Shares have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and may be offered and sold only in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each of the Underwriters and the U.S. Affiliates here by jointly (the notion equivalent to "severally" in common law) (and not solidarily, nor jointly and severally) represents, warrants and covenants to the Company as of the Closing Date and any Over-Allotment Option Closing Date, as applicable, that:

(a) It has not offered or sold, and will not offer or sell, any Firm Units or Additional Securities except (a) in “offshore transactions,” as such term is defined in Regulation S, and in accordance with Rule 903 of Regulation S or (b) to, or for the account or benefit of, persons in the United States or U.S. Persons only to persons who are Qualified Institutional Buyers pursuant to Rule 144A and in compliance with applicable state securities laws, and except with respect to offers and sales to Qualified Institutional Buyers in reliance upon Rule 144A, neither the Underwriters nor their U.S. Affiliate nor any persons acting on its or their behalf has engaged or will engage in (i) any offer to sell or any solicitation of an offer to buy, any Firm Units or Additional Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, or (ii) any sale of Firm Units or Additional Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, not a U.S. Person and not acting for the account or benefit of a person in the United States or a U.S. Person, or such Underwriters, affiliate or person acting on behalf of either reasonably believed that such purchaser was outside the United States, not a U.S. Person and was not acting for the account or benefit of a person in the United States or a U.S. Person. It has not engaged in (i) any Directed Selling Efforts, or (ii) any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Firm Units or Over- Allotment Securities.

(b) All offers and sales of the Firm Units and Additional Securities to, or for the account or benefit of, persons in the United States or U.S. Persons will be effected by or through the U.S. Affiliate of the Underwriters, who are duly registered under the U.S. Exchange Act and applicable state securities laws in each state in which such offer or sale is made (unless exempted from the respective state’s broker-dealer registration requirements) and as members in good standing with the Financial Industry Regulatory Authority, Inc., and will be effected in accordance with all applicable U.S. federal and state broker-dealer requirements. Each such U.S. Affiliate of the Underwriters in the United States is a Qualified Institutional Buyer.

(c) It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities, except with its affiliates, any selling group members or with the prior written consent of the Company. The Underwriters, as applicable, shall each require its U.S. Affiliate and each selling group member through which it effects offers and sales to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that each U.S. Affiliate and selling group member complies with, the provisions of this Schedule “A” applicable to such Underwriter as if such provisions applied to such U.S. Affiliate and selling group member.

(d) Offers and sales of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons by the Underwriters or their U.S. Affiliates have not been and will not be made (i) by any form of General Solicitation or General Advertising, or (ii) in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

(e) Any offer or sale of, or solicitation of an offer to buy, the Firm Units or Over-Allotment Securities that has been made or will be made to, or for the account or benefit of, persons in the United States or U.S. Persons was or will be made only to Qualified Institutional Buyers in accordance with Rule 144A and in compliance with applicable state securities laws.

(f) Each offeree in the United States, who is a U.S. Person or who is acting for the account of a person in the United States or a U.S. Person has been or shall be provided with a copy of the U.S. Preliminary Placement Memorandum and/or U.S. Amended and Restated Preliminary Memorandum and any exhibits or attachments thereto in connection with such offer. Prior to any sale of the Firm Units or Additional Securities to a U.S. Purchaser, each such purchaser shall be provided with a copy of the U.S. Final Placement Memorandum (and exhibits thereto) and no written material other than the U.S. Final Placement Memorandum (and exhibits thereto) was used in connection with the offer and sale of the Firm Units and Additional Securities to such U.S. Purchaser.

(g) Each U.S. Purchaser solicited by the Underwriters or their U.S. Affiliate will be informed that the Offered Securities are being offered and sold in reliance on Rule 144A, are “restricted securities” as defined in Rule 144(a)(3) under the U.S. Securities Act that will not be represented by certificates that bear a U.S. restricted legend or identified by a restricted CUSIP number, are subject to restrictions if in the future it decides to offer, sell, pledge, or otherwise transfer, directly or indirectly, any of such Firm Units or Additional Securities as set forth in the U.S. Final Placement Memorandum (and Exhibit I thereto), and that it must implement appropriate internal controls and procedures to ensure that such Firm Units or Additional Securities shall be properly identified in its records as restricted securities that are subject to the transfer restrictions set forth therein notwithstanding the absence of a U.S. restricted legend or restricted CUSIP number.

(h) It has offered and will offer the Firm Units and Additional Securities to, or for the account or benefit of, persons in the United States and U.S. Persons only to offerees with respect to which has reasonable grounds to believe was at the time of such offer and will be a Qualified Institutional Buyer.

(i) Prior to the completion of any sale of the Firm Units or Additional Securities to a U.S. Purchaser, each such U.S. Purchaser will be required to properly complete, execute and deliver a Qualified Institutional Buyer’s Letter in the form attached to the U.S. Final Placement Memorandum as Exhibit I.

(j) At least two business days prior to any Closing Date and/or Over-Allotment Closing Date, as applicable, the Company will be provided prior to any such Closing or Over-Allotment Closing with a list of all offerees and purchasers of the Firm Units or Additional Securities, as applicable, who are U.S. Purchasers and copies of all executed Qualified Institutional Buyer letters.

(k) At or prior to the Closing Date or Over-Allotment Closing Date, if applicable, each Underwriters together with their U.S. Affiliate that offered or sold the Firm Units or Additional Securities in the United States, will provide to the Company a certificate in the form of Exhibit I to this Schedule “A” relating to the manner of the offer and sale of the Firm Units and Additional Securities in the United States or will be deemed to have represented and warranted, with the same force and effect, that neither it nor its U.S. Affiliate offered or sold securities to, or for the account or benefit of, persons in the United States or U.S. Persons.

(l) It acknowledges that until 40 days after the closing of the Offering, an offer or sale of the Firm Units or Additional Securities within the United States by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirement of the U.S. Securities Act.

(m) The Underwriters shall cooperate with the reasonable requests of the Company and counsel for the Company to use its reasonable efforts to comply with any such applicable state securities law requirements and shall continue to be in compliance with such state securities laws in effect so long as required for the initial offer and sale of the Firm Units and Additional Securities contemplated herein.

* * * * *

EXHIBIT I
TO SCHEDULE A

UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of Firm Units or Additional Securities, as applicable (the "**Securities**"), of AnalytixInsight Inc. (the "**Company**") pursuant to the Underwriting Agreement dated as of June 10, 2021 among the Company and the Underwriters named therein (the "**Underwriter**"), each of the undersigned do hereby certify as follows:

(a) each undersigned Underwriter or U.S. affiliate of the undersigned Underwriter (the "**U.S. Affiliate**") that offered or sold the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons is duly registered as a broker or dealer under the U.S. Exchange Act and the securities laws of each state in which such offer or sale is 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. on the date hereof and on the date of each offer and sale made to, or for the account or benefit of, persons in the United States or U.S. Persons;

(b) all offers and sales of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons were made only through the U.S. Affiliate and have been effected in accordance with all applicable U.S. broker-dealer requirements and the terms and conditions set forth in the Underwriting Agreement (including Schedule "A" attached thereto) and the U.S. Final Placement Memorandum;

(c) each U.S. Purchaser was provided with a copy of the U.S. Final Placement Memorandum (and exhibits thereto) and we did not use any other written material in connection with the offer or sale of Securities, to or for the account or benefit of, persons in the United States or U.S. Persons;

(d) immediately prior to our transmitting the U.S. Final Placement Memorandum (and any exhibits thereto) to an offeree in the United States, a U.S. Person or purchasing for the account or benefit of a person in the United States or a U.S. Person, we had reasonable grounds to believe and did believe that each such offeree was, and continue to believe that each such offeree is, a Qualified Institutional Buyer, as applicable, and, on the date of this certificate, we continue to believe that each such person purchasing Securities is a Qualified Institutional Buyer;

(e) no form of General Solicitation or General Advertising" in connection with the offer or sale of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons;

(f) no Directed Selling Efforts were engaged in by us;

(g) prior to any sale to a U.S. Purchaser, we obtained an executed Qualified Institutional Buyer Letter in the form set forth as Exhibit I to the U.S. Final Placement Memorandum;

(h) none of the undersigned nor any affiliates of the undersigned has taken or will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act with respect to the offer and sale of the Securities; and

(i) all offers and sales of the Securities have been conducted by it in accordance with the terms of the Underwriting Agreement, including Schedule “A” thereto.

Capitalized terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule “A” thereto) unless otherwise defined herein. This Underwriters’ Certificate may be relied upon by counsel to the Company as if originally issued to such counsel. A newly executed copy of this Underwriters’ Certificate shall be provided in connection with any subsequent closing date, including, but not limited to, any Over- Allotment Closing Date, as applicable.

Dated this _____ day of _______________________, 2021.

[UNDERWRITER]	**[NAME OF U.S. AFFILIATE]**
By: ______________________________	By: ______________________________
Name: Title:	Name: Title: