AGENCY AGREEMENT

April 22, 2020

CEMATRIX Corporation
9727 – 40 Street E
Calgary, Alberta
T2C 2P4

Attention: Jeff Kendrick, Chief Executive Officer

Dear Sir:

Gravitas Securities Inc. ("**Gravitas**"), Clarus Securities Inc. ("**Clarus**") (together, the "**Co-Lead Agents**") and Beacon Securities Limited ("**Beacon**" and, together with the Co-Lead Agents, the "**Agents**"), as agents understand that CEMATRIX Corporation (the "**Company**") proposes to issue and sell up to 5,500 unsecured non-transferable convertible debentures of the Company (the "**Offered Debentures**"), at a price of $1,000 per Offered Debenture (the "**Issue Price**"), for aggregate gross proceeds of up to $5,500,000 (the "**Offering**"), subject to the terms and conditions set out below. The Offered Debentures and the Corporate Finance Fee Debentures (as hereinafter defined) are collectively referred to herein as the "**Debentures**" and each, individually, a "**Debenture**".

Upon and subject to the terms and conditions set forth herein, the Company hereby appoints the Agents, and the Agents hereby agree to act, as agents to the Company to effect the Offering on a "best efforts" private placement basis to Purchasers (as hereinafter defined) in the Canadian Offering Jurisdictions (as hereinafter defined) and in those jurisdictions outside of Canada consented to by the Company where the Debentures may be lawfully sold pursuant to the terms and conditions hereof.

Each Debenture will be convertible into 2,500 units of the Company (each, a "**Unit**"), with each Unit consisting of one Common Share of the Company (each, a “Common Share” or a "**Share**") and one-half of one Common Share purchase warrant (each, a "**Warrant**"). Each whole Warrant will entitle the holder thereof to purchase one Common Share (a "**Warrant Share**") at a price of $0.45 at any time before 5:00 p.m. (Calgary time) on the date that is 36 months following the Closing Date (as hereinafter defined).

The Debentures will bear interest from the Closing Date (as hereinafter defined) at an annual rate of 8.0% per annum (based on on a year of 365 days and the actual number of days in the relevant interest period), payable in arrears in equal (with the exception of the first interest payment, which will include interest from and including the date of issue of the Debentures) semi-annually, not in advance, on October 31 and April 30 in each year commencing on October 31, 2020. The October 31, 2020 interest payment will represent accrued interest for the period from the Closing Date to October 31, 2020. The maturity date (the “**Maturity Date**”) for the Debentures will be the date which is 36 months from the Closing Date.

Each Debenture will be convertible into Units at the option of the holder at any time prior to the earlier of (i) the close of business on the Maturity Date, at a conversion price equal to $0.40 per Unit (the “**Conversion Price**”), subject to adjustment, if any, in accordance with the Indenture (as hereinafter defined).

At any time following the date that is twelve months following the Closing Date, if for the preceding twenty (20) consecutive trading days the daily volume-weighted average trading price of the Common Shares on the Exchange is greater than $0.80 per Common Share, the Company may, subject to the approval of the Exchange, if required, convert the then outstanding Debentures at the Conversion Price by notice in writing to the holders of the Debentures and the Agents pursuant to which the then outstanding Debentures will convert on the date that is thirty (30) calendar days immediately following the giving of such notice.

The Debentures will be duly and validly created and issued pursuant to, and governed by, a convertible debenture indenture dated April 22, 2020 (the "**Indenture**") to be entered into between Computershare Trust Company of Canada (the "**Indenture Agent**"), in its capacity as debenture agent thereunder, and the Company. The description of the Debentures herein is a summary only and is subject to the specific attributes and detailed provisions of the Debentures to be set forth in the Indenture. In case of any inconsistency between the description of the Debentures in this Agreement (as hereinafter defined) and the terms of the Debentures as set forth in the Indenture, the provisions of the Indenture shall govern.

The Warrants shall be duly and validly created and issued pursuant to, and governed by, a warrant indenture dated April 22, 2020 (the "**Warrant Indenture**") to be entered into between Computershare Trust Company of Canada (the "**Warrant Agent**"), in its capacity as warrant agent thereunder, and the Company. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern.

In consideration of the services to be rendered by the Agents hereunder, the Company will pay the Co-Lead Agents, on behalf of the Agents, at the Closing Date a commission (the "**Commission**") in an amount equal to 8.0% of the aggregate gross proceeds of the Offering. The obligation of the Company to pay the Commission will arise at the Closing Date and the Commission will be fully earned by the Agents at the Closing Time (as hereinafter defined). The Commission may be payable in cash by way of deduction from the aggregate gross proceeds of the Offering on the Closing Date.

As additional compensation for the services to be rendered by the Agents hereunder, the Company will issue to the Agents non-transferrable warrants (the "**Broker Warrants**") exercisable to purchase that number of Units as is equal to 8.0% of the aggregate principal of Debentures issued pursuant to the Offering divided by the Conversion Price. Each Broker Warrant will entitle the holder to acquire one Unit of the Company at an exercise price that is equal to the Conversion Price at any time before 5:00 p.m. (Calgary time) on the date that is 36 months following the Closing Date. At the Closing Time, the Company will execute and deliver to the Agents certificates evidencing the Broker Warrants (the "**Broker Warrant Certificates**") in a form to be agreed upon by the Agents and the Company, each acting reasonably.

In addition to the Commission and the Broker Warrants, as additional consideration for the services of the Agents, the Company will pay to the Agents on the Closing Date, subject to the provisions hereof, a corporate finance fee consisting of Debentures in an amount equal to 4% of the aggregate number of Debentures sold pursuant to the Offering (the "**Corporate Finance Fee Debentures**"). Each Corporate Finance Fee Debenture will have a deemed price equal to the Issue Price**.** At the Closing Time, the Company will issue duly and validly deliver to the Agents the Corporate Finance Fee Debentures, registered as directed by the Agents in writing.

The Company acknowledges that the Agents will be under no obligation to purchase any of the Debentures. Each of the Agents will be entitled in connection with the Offering to retain as sub-agents other registered securities dealers (each, a "**Selling Firm**") and may receive (for delivery to the Company at the Closing Time (as defined herein)) subscriptions for Debentures from Purchasers (as defined herein) from other Selling Firms. The fees payable to such Selling Firms will be for the account of the Agents.

The parties acknowledge that the Debentures, the Units, the Shares, the Warrants, Warrant Shares and the Broker Warrants, have not been and will not be registered under the U.S. Securities Act (as hereinafter defined) or any state securities laws and may not be offered or sold in the United States (as hereinafter defined) or to, or for the account or benefit of, U.S. Persons (as hereinafter defined), nor may the Warrants or the Broker Warrants be exercised in the United States or by or on behalf of a U.S. Person.

DEFINITIONS

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

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**" and "**misrepresentation**" will have the respective meanings ascribed thereto in the *Securities Act* (Alberta);

"**Agents**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Agreement**" means the agency agreement resulting from the acceptance by the Company of the offer made by the Agents hereby, including all schedules hereto, as amended or supplemented from time to time;

"**Alternative Proposal**" has the meaning ascribed thereto in subsection 15(a);

"**Anti-Terrorism Laws**" has the meaning ascribed thereto in subsection 3(a)(lx);

"**Assets and Properties**" with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person;

"**Broker Warrant Certificate**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Broker Warrants**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in Vancouver, British Columbia;

"**Canadian Cellular Concrete**" means Canadian Cellular Concrete Services, Inc., a wholly-owned subsidiary of Pacific International Grout, incorporated under the laws of the Province of British Columbia;

"**Canadian Offering Jurisdictions**" means any Province in Canada as mutually agreed to between the Agents and the Company;

"**CEMATRIX (Canada)**" means CEMATRIX (Canada) Inc., a wholly-owned subsidiary of the Company, incorporated under the laws of the Province of Alberta;

"**CEMATRIX (Calgary)**" means CEMATRIX (Calgary) Inc., a wholly-owned subsidiary of CEMATRIX (Canada), incorporated under the laws of the Province of Alberta;

"**CEMATRIX (USA)**" means CEMATRIX (USA) Inc., a 99.99% owned subsidiary of CEMATRIX (Canada), incorporated under the laws of the State of Nevada;

"**Claims**" has the meaning ascribed thereto in subsection 9(a);

"**Clarus**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Closing**" means the completion of the issue and sale of the Units;

"**Closing Date**" means the date of the Closing;

"**Closing Time**" means 8:00 a.m. (Vancouver time) on the Closing Date, or such other time on the Closing Date as agreed to between the Company and the Agents;

"**Co-Lead Agents**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Commission**" has the meaning ascribed thereto on page 2 of this Agreement;

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

"**Company**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Company IP**" means the Intellectual Property that has been developed, or that is being developed, by the Company or the Subsidiaries, or that is being used, or is proposed to be used, by the Company or the Subsidiaries, other than Licensed IP;

"**Company's Auditors**" means Meyers Norris Penny LLP or such other firm of chartered accountants as the Company may have appointed or may from time to time appoint as auditors of the Company;

"**Debenture**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S under the U.S. Securities Act and includes, subject to the exclusions from the definitions of directed selling efforts contained in Regulation S under the U.S. Securities Act, 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 the Debentures and will include, without limitation, the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Units;

"**Disclosure Documents**" means, collectively, all of the documentation which has been filed by or on behalf of the Company with the relevant Securities Regulators pursuant to applicable Securities Laws;

"**Encumbrance**" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, restriction, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege or any contract to create any of the foregoing;

"**Engagement Letter**" means the letter agreement dated as of April 7, 2020 between the Company, Gravitas and Clarus relating to the Offering;

"**Environmental Laws**" means all applicable laws currently in existence in Canada (whether federal, provincial or municipal) or the United States (whether federal or state) relating to the protection and preservation of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder, including the *Environmental Management Act* (British Columbia) and the *Canadian Environmental Protection Act* (Canada);

"**Environmental Permits**" includes all orders, permits, certificates, approvals, consents, registrations and licences issued by any authority of competent jurisdiction under any Environmental Law;

"**Exchange**" means the TSX Venture Exchange;

"**Executive Order**" has the meaning ascribed thereto in subsection 3(a)(lx);

"**Financial Statements**" has the meaning ascribed thereto in subsection 3(a)(xxvii);

"**Governmental Authority**" means and includes any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any instrumentality, court, tribunal, arbitrator or arbitral body (public or private), any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority, including any self-regulatory authority, any Securities Regulator and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**Gravitas**" has the meaning ascribed thereto on page 1 of this Agreement;

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**Indemnified Party**" or "**Indemnified Parties**" has the meaning ascribed thereto in subsection 9(a);

"**Indenture**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Indenture Agent**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

"**Issue Price**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Leased Premises**" has the meaning ascribed thereto in subsection 3(a)(lii);

"**Licensed IP**" means the Intellectual Property owned by any person other than the Company or the Subsidiaries and which the Company or each of the Subsidiaries licenses, for greater certainty;

"**Losses**" has the meaning ascribed thereto in subsection 9(a);

“**Material Adverse Change**” or “**Material Adverse Effect**” means any change or effect (or any condition, event or development involving a prospective change or effect) that is or could reasonably be expected to be material and adverse to the business, revenues, properties, results of operations, assets, capitalization, financial condition, prospects, liabilities (absolute, accrued, contingent or otherwise), cash flow or income of the Corporation and the Subsidiaries (taken as a whole) or proposed business, revenues, properties, results of operations, assets, capitalization, financial condition, prospects, liabilities (absolute, accrued, contingent or otherwise), cash flow or income of the Corporation and the Subsidiaries (taken as a whole) after giving effect to this Agreement and the transactions contemplated hereby or that is reasonably likely to be materially adverse to the completion of the transactions contemplated by this Agreement;

"**MixOnSite USA**" means MixOnSite USA, Inc., a wholly-owned subsidiary of Cemetrix (USA) incorporated under the laws of the State of California;

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities*;

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

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

"**OFAC**" has the meaning ascribed thereto in subsection 3(a)(lx);

"**Offered Debentures**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Offering**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Pacific International Grout**" means Pacific International Grout Co., a wholly-owned subsidiary of Cemetrix (USA) incorporated under the laws of the State of Washington;

"**person**" will mean any individual, company, corporation, partnership, limited partnership, joint venture, sole proprietorship, association, trust, trustee or other legal entity;

"**Purchasers**" means the persons who, as purchasers, acquire the Debentures by duly completing, executing and delivering the Subscription Agreements;

"**Registered IP**" means all material Company IP that is the subject of registration for Intellectual Property or an application for such registration;

"**Regulation D**" means Regulation D promulgated by the United States Securities and Exchange Commission under the U.S. Securities Act;

"**Securities Laws**" means, collectively, and, as the context may require, the applicable securities laws of each of the Canadian Offering Jurisdictions and the United States and the respective regulations and rules made under those securities laws together with all applicable policy statements, instruments, rules, blanket orders and rulings of the Securities Regulators and all discretionary orders or rulings, if any, of the Securities Regulators made in connection with the transactions contemplated by this Agreement together with applicable published policy statements of the Canadian Securities Administrators;

"**Securities Regulators**" means, collectively, the Exchange, the securities commissions or other securities regulatory authorities in the Canadian Offering Jurisdictions and, as the context may require the Securities and Exchange Commission of the United States and the securities regulators of the applicable states;

"**Selling Firm**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Share**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Subscription Agreements**" means, collectively, the subscription agreements in the form(s) agreed to by the Agents and the Company pursuant to which Purchasers agree to subscribe for and purchase Debentures as contemplated herein and will include, for greater certainty, all schedules and exhibits thereto;

"**Subsidiaries**" means, collectively, MixOnSite USA, Pacific International Grout, CEMATRIX (Canada), CEMATRIX (Calgary), CEMATRIX (USA), and Canadian Cellular Concrete and "**Subsidiary**" will mean any one of them;

"**subsidiary**" has the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

"**Transaction Documents**" means collectively, this Agreement, the Indenture, the Warrant Indenture and the Broker Warrant Certificates;

"**Transfer Agent**" means Computershare Trust Company of Canada;

"**Taxes**" has the meaning ascribed thereto in subsection 3(a)(xxxiv);

"**Unit**" has the meaning ascribed thereto on page 1 of this Agreement;

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

"**U.S. Affiliate**" means the United States registered broker-dealer affiliate of an Agent;

"**U.S. Person**" means a U.S. person as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;

"**Warrant**" has the meaning ascribed thereto on page 1 of this Agreement;

"**Warrant Agent**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Warrant Indenture**" has the meaning ascribed thereto on page 2 of this Agreement;

"**Warrant Share**" has the meaning ascribed thereto on page 1 of this Agreement; and

"**2019 Audited Financial Statements**" has the meaning ascribed thereto in subsection 3(a)(xxviii).

TERMS AND CONDITIONS

1. Offering Documents.

(a) **Filings.** The Company undertakes to file or cause to be filed all forms or undertakings required to be filed by the Company in connection with the purchase and sale of the Debentures so that the distribution of the Debentures and the Broker Warrants on the terms and conditions set forth herein may lawfully occur without the necessity of filing a prospectus or offering memorandum in Canada or comparable document in any other jurisdiction (but on terms that will permit the Debentures acquired by the Purchasers in the Canadian Offering Jurisdictions to be sold by such Purchasers and the Agents in the Canadian Offering Jurisdictions subject to, and in compliance with, applicable hold periods and other restrictions under applicable Securities Laws). The Agents undertake to cause Purchasers to complete and deliver to the Company (and it will be a condition of closing in favour of the Company that the Purchasers complete and deliver to the Company) any forms required by applicable Securities Laws and by the Exchange in connection with the Offering. All fees payable in connection with such filings under applicable Securities Laws will be at the expense of the Company.

(b) **No Prospectus or Offering Memorandum.** Neither the Company nor the Agents will: (i) provide to prospective Purchasers any document or other material or information that would constitute a prospectus or an offering memorandum within the meaning of applicable Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Debentures, including causing the sale of the Debentures to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Debentures whose attendees have been invited by general solicitation or advertising.

2. **Covenants.** The Company hereby covenants to the Agents and to the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the Offering, that the Company will:

    (i) allow the Agents and their respective representatives to conduct all due diligence regarding the Company which the Agents may reasonably require to be conducted prior to the Closing Date in order to fulfill their obligations as Agents;

    (ii) commencing on the date hereof and continuing until the date that is 36 months following the Closing Date, use commercially reasonable efforts to maintain its status as a "reporting issuer" under the Securities Laws of the Provinces of Alberta and British Columbia not in default of any requirement of such Securities Laws, provided that this covenant will not prevent the Company from completing any transaction which would result in the Company ceasing to be a "reporting issuer" so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada or the United States or cash, and the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the Exchange (or such other applicable stock exchange upon which its Common Shares are listed or quoted);

    (iii) commencing on the date hereof and continuing until the date that is 36 months following the Closing Date, use commercially reasonable efforts to maintain the listing of the Common Shares on the Exchange or other recognized stock exchange or quotation system, provided that this covenant will not prevent the Company from completing any transaction which would result in the Common Shares ceasing to be listed so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada or the United States or cash, and the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the Exchange (or such other applicable stock exchange upon which its Common Shares are listed or quoted);

    (iv) duly execute and deliver the Subscription Agreements (which have been accepted by the Company and duly completed and executed by the Purchasers), the Transaction Documents and any certificates representing the Debentures at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;

    (i) use commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions required to be fulfilled by it set out in Section 5;

    (ii) ensure that, at the Closing Time, the Debentures will be validly created and issued and will have attributes corresponding in all material respects to the description thereof set forth in the Indenture;

    (iii) ensure that, at the Closing Time, the Warrants partially comprising the Units issuable upon conversion of the Debentures will be reserved for issuance and will have attributes corresponding in all material respects to the description thereof set forth in the Warrant Indenture;

(iv) ensure that, at the Closing Time, the Shares partially comprising the Units issuable upon conversion of the Debentures will be allotted and reserved for issuance upon due conversion of the Units in accordance with their terms;

(v) ensure that, the Shares, upon due conversion of the Debentures in accordance with their terms, will be duly issued as fully paid and non-assessable shares in the capital of the Company on payment of the Conversion Price therefor;

(vi) ensure that, at all times prior to the expiry of the Warrants, a sufficient number of Warrant Shares are allotted and reserved for issuance upon the due exercise of the Warrants in accordance with their terms;

(vii) ensure that the Warrant Shares, upon the due exercise of the Warrants in accordance with their terms, will be duly issued as fully paid and non-assessable shares in the capital of the Company on payment of the purchase price therefor;

(viii) ensure that, at the Closing Time, the Broker Warrants will be validly created and issued;

(ix) ensure that at all times prior to the expiry of the Broker Warrants, a sufficient number of Shares and Warrant Shares, comprising the Units, are allotted and reserved for issuance upon the due exercise of the Broker Warrants in accordance with their terms;

(x) ensure that, upon due exercise of the Broker Warrants in accordance with their terms, the Shares, partially comprising the Units, issued upon the exercise of the Broker Warrants and the Warrant Shares issued on due exercise of the Warrants partially comprising the Units issued upon the exercise of the Broker Warrants, will be duly issued as fully paid and non-assessable Common Shares on payment of the exercise price therefor;

(xi) duly appoint the Indenture Agent as the agent under the Indenture at or prior to the Closing Time;

(xii) duly appoint the Warrant Agent as the agent under the Warrant Indenture at or prior to the Closing Time;

(xiii) ensure that the Shares partially comprising the Units and the Warrant Shares, are listed and posted for trading on the Exchange upon their respective dates of issuance;

(xiv) subject to applicable law, obtain the prior approval of the Co-Lead Agents, on behalf of the Agents, acting reasonably, as to the content and form of any press release relating to the Offering; and

(xv) use the net proceeds of the Offering for strategic acquisition opportunities and general corporate purposes.

3. Representations and Warranties.

(a) **Representations and Warranties of the Company.** The Company represents and warrants to the Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the Offering, that:

(v) the Company and each of the Subsidiaries is a corporation duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be;

(vi) the Company has all requisite corporate power, authority and capacity to enter into this Agreement and to perform the transactions contemplated herein (including the issuance of the Debentures, the Shares and Warrants comprising the Units, the Warrant Shares, the Broker Warrants and the Shares and Warrants comprising the Units issuable upon exercise of the Broker Warrants) and the Company and each of the Subsidiaries has the requisite corporate power, authority and capacity to own, lease and operate its properties and assets and carry on its business as described in the Disclosure Documents, and, to the knowledge of the Company, no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding-up;

(vii) other than the 0.01% of the outstanding shares in Cematrix (USA) which shares are owned by an arm's length third party, the Company, directly or indirectly, controls all of the issued and outstanding shares of the Subsidiaries free and clear of all Encumbrances, claims or demands whatsoever and no person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Company or the Subsidiaries of any interest in any of the shares in the capital of the Subsidiaries. All of the issued and outstanding shares of each of the Subsidiaries are outstanding as fully paid and non-assessable shares;

(viii) other than the Subsidiaries, the Company has no direct or indirect subsidiaries or any investment or proposed investment in any person;

(ix) the Company and each of the Subsidiaries is conducting its business in compliance in all material respects with all applicable laws, rules and regulations in each jurisdiction in which its business is carried on and with all applicable laws, tariffs and directives material to its operations, including all applicable federal, provincial, state, municipal, and local zoning, environmental, controlled substance laws and regulations and other lawful requirements of any governmental or regulatory body, including, but not limited, to relevant permits and licenses and holds all requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing;

(x) all product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Company and the Subsidiaries in connection with their business is being conducted in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to the business and all such processes, procedures and practices required in connection with such activities are in place as necessary and are being complied with in all material respects;

(xi) to the actual knowledge of the officers and directors of the Company without inquiry, all supply, production and processing partners have obtained and are in compliance with all authorizations required by the jurisdictions in which they operate to permit them to conduct their business as currently conducted and proposed to be conducted;

(xii) (A) each of the Company and the Subsidiaries is duly qualified and possesses all such permits, certificates, licences, approvals, consents and other authorizations (collectively, the "**Government Licences**") issued by the appropriate Governmental Authority necessary to conduct the business as now operated by the Company and the Subsidiaries, except where the failure to hold such Government Licenses would not have a Material Adverse Effect; (B) each of the Company and the Subsidiaries is in compliance with the terms and conditions of all such Governmental Licences, except where the failure to comply with such Government Licenses would not have a Material Adverse Effect; (C) all of the material Governmental Licences are valid and in full force and effect; and (D) the Company has not received any notice relating to the revocation or modification of any such material Governmental Licences;

(xiii) the Company is a reporting issuer under the Securities Laws of the Provinces of Alberta, and British Columbia and is not in default of any requirement of applicable Securities Laws and is not included on a list of defaulting reporting issuers maintained by the securities commissions or other securities regulatory authorities of such Provinces;

(xiv) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Company under applicable corporate law, applicable Securities Laws and the rules and regulations of the Exchange necessary for the execution and delivery of the Transaction Documents, the Subscription Agreements, and the creation, issuance and sale, as applicable, of the Debentures, the Shares and Warrants comprising the Units, the Warrant Shares, the Broker Warrants, the Units issuable upon the exercise of the Broker Warrants and the consummation of the transactions contemplated hereby and thereby, will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods and the filing of standard documents with the Exchange, which documents will be filed as soon as practicable after the Closing Date and, in any event, within 10 Business Days of the Closing Date or within such other deadline imposed by applicable Securities Laws or the Exchange);

(xv) at Closing Time, the Debentures, the Shares and Warrants comprising the Units, the Warrant Shares, and the Units, consisting of Shares and Warrants, issuable upon the exercise of the Broker Warrants will have been duly authorized by the Company and the Shares, the Warrant Shares and the Shares and Warrants issuable upon the exercise of the Broker Warrants have been reserved and allotted for issuance;

(xvi) at the Closing Time, the Debentures and the Broker Warrants will be duly and validly issued and created;

(xvii) upon the due exercise of the Warrants and the Broker Warrants in accordance with the respective provisions thereof, the underlying Warrant Shares will be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Company on payment of the purchase price therefor;

(xviii) at the Closing Time, each of the Transaction Documents, the Subscription Agreements, and any certificates representing the Warrant Shares and the Warrants comprising the Offered Debentures, the Indenture, the Warrant Indenture and the Broker Warrant Certificates will have been duly authorized and executed and delivered by the Company and, upon such execution and delivery, each will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;

(xix) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened by any regulatory authority;

(xx) the authorized capital of the Company consists of an unlimited number of Common Shares, of which, as of the date hereof 60,433,531 Common Shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Company;

(xxi) the outstanding Common Shares are listed and posted for trading on the Exchange and all necessary notices and filings have been or at the Closing Time will have been made with the Exchange to ensure that the Shares partially comprising the Units, the Warrant Shares and the Shares issuable upon the exercise of the Broker Warrants will be listed and posted for trading on the Exchange upon the issuance thereof;

(xxii) the Debentures, the Units, the Shares and Warrants comprising the Units, the Warrant Shares, the Broker Warrants, and the Units consisting of Shares and Warrants issuable upon the exercise of the Broker Warrants will not be subject to a restricted period or to a statutory hold period under the Securities Laws which extends beyond four months and a day after the Closing Date, subject to the conditions set forth in Section 2.5 of NI 45-102 and subject to the application of United States securities laws that may be applicable to U.S. Persons;

(xxiii) the execution and delivery of the Transaction Documents and the Subscription Agreements, the performance by the Company of its obligations hereunder or thereunder (including the issuance of the Shares and Warrants comprising the Units, the Warrant Shares, the Broker Warrants and the Units issuable upon the exercise of the Broker Warrants) does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (A) any law, statute, rule or regulation applicable to the Company including the Securities Laws and the policies, rules and regulations of the Exchange; (B) the constating documents or resolutions of the Company which are in effect at the date hereof; (C) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Company is a party or by which it is bound; or (D) any judgment, decree or order binding the Company or the property or assets of the Company;

(xxiv) the Company is in compliance in all material respects with its timely and continuous disclosure obligations under the Securities Laws of the Provinces of Alberta and British Columbia and the policies, rules and regulations of the Exchange and, without limiting the generality of the foregoing, there has not occurred any Material Adverse Change since December 31, 2019, which has not been publicly disclosed on a non-confidential basis and, except as may have been corrected by subsequent disclosure, the statements set forth in the Disclosure Documents did not contain any misrepresentation as of the date of such statements and the Company has not filed any confidential material change reports since the date of such statements which remain confidential as at the date hereof;

(xxv) neither the Company nor any of the Subsidiaries has approved or has entered into any agreement in respect of:

(A) except as disclosed in the Disclosure Documents, the purchase of any material assets or any interest therein or the sale, transfer or other disposition of any material assets or any interest therein currently owned, directly or indirectly, by the Company or any of the Subsidiaries whether by asset sale, transfer of shares or otherwise; or

(B) any change in control (by sale, transfer or other disposition of shares or sale, transfer, lease or other disposition of all or substantially all of the property and assets of the Company or any of the Subsidiaries) of the Company or any of the Subsidiaries or any proposed or planned disposition of any of the outstanding shares of the Subsidiaries by the Company;

(xxvi) to the knowledge of the Company, other than the potential sale of Shares by director and insider Ed Weiner, as disclosed to the Agents, there is no proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares;

(xxvii) the audited consolidated financial statements of the Company for the financial year ended December 31, 2018 and the interim financial statements for the period ended September 30, 2019 (collectively, the "**Financial Statements**") have been prepared in accordance with IFRS and the Financial Statements present fairly, in all material respects, the financial condition of the Company as at the dates thereof and the results of the operations and cash flows of the Company, as applicable, for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company, as applicable, that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Company since September 30, 2019;

(xxviii) the draft audited consolidated financial statements of the Company for the financial year ended December 31,2019 (the "**2019 Audited Financial Statements**"), in the form provided to the Agents, have been prepared in accordance with IFRS and the 2019 Audited Financial Statements present fairly, in all material respects, the financial condition of the Company as at the dates thereof and the results of the operations and cash flows of the Company, as applicable, for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Company, as applicable, that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Company since December 31, 2019;

(xxix) the Company will file the 2019 Audited Financial Statements in accordance with Applicable Securities Laws, in substantially the form provided to the Agents with no material changes to the 2019 Audited Financial Statements;

(xxx) there are no material liabilities of the Company, whether direct, indirect, absolute, contingent or otherwise, required to be disclosed in the Financial Statements which are not disclosed or reflected in the Financial Statements;

(xxxi) except as disclosed in the Disclosure Documents, neither the Company nor any of the Subsidiaries have made any loans to or guaranteed the obligations of any person;

(xxxii) except as disclosed in the Disclosure Documents, incurred in the ordinary course of business, neither the Company nor any of the Subsidiaries is indebted to any person;

(xxxiii) the Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;

(xxxiv) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, sales taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, reassessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company and the Subsidiaries have been paid or accrued, except where the failure to pay such Taxes would not constitute an adverse material fact in respect of the Company and the Subsidiaries on a consolidated basis. All tax returns, declarations, remittances and filings required to be filed by the Company and the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of the Company and the Subsidiaries on a consolidated basis. To the knowledge of the Company, no examination of any tax return of the Company is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Company or any of the Subsidiaries, in any case except where such examinations, issues or disputes would not constitute an adverse material fact in respect of the Company and the Subsidiaries on a consolidated basis;

(xxxv) the Company's Auditors who audited the Financial Statements and who provided their audit report thereon are independent public accountants as required under applicable Securities Laws and there has never been a reportable event (within the meaning of NI 51-102) between the Company and the Company's Auditors;

(xxxvi) no person is entitled to any pre-emptive or any similar rights to subscribe for any Debentures pursuant to the Offering and other than (a) 4,820,000 outstanding stock options, each such option exercisable to acquire one Common Share; (b) 14,406,665 outstanding share purchase warrants, each such warrant exercisable to acquire one Common Share; and (c) 13,373,684 convertible securities, with each such convertible security exercisable to acquire one Common Share; no rights, warrants or options to acquire from the Company, or instruments convertible into or exchangeable for, any shares in the capital of the Company are outstanding;

(xxxvii) to the knowledge of the Company, there is no agreement in force or effect which in any manner affects or could affect the voting or control of any of the securities of the Company or the Subsidiaries;

(xxxviii) except as disclosed in the Disclosure Documents, none of the directors, officers or employees of the Company or the Subsidiaries, any person who owns, directly or indirectly, more than 10% of any class of securities of the Company or securities of any person exchangeable for more than 10% of any class of securities of the Company, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including any loan made to or by any such person) with the Company or the Subsidiaries which, as the case may be, materially affects, is material to or would reasonably be expected to materially affect the Company or the Subsidiaries;

(xxxix) to the knowledge of the Company on due inquiry, no legal or governmental proceedings are pending to which the Company or any of the Subsidiaries is a party or to which their property or assets are subject that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now owned or operated by the Company or any of the Subsidiaries which, if the subject of an unfavourable decision, ruling or finding would reasonably be expected to materially impact the business or operations of the Company, the Subsidiaries or their property or assets and, to the knowledge of the Company, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Company, the Subsidiaries or their property or assets;

(xl) there are no actions, suits, judgments, investigations, inquiries or proceedings of any kind whatsoever outstanding (whether or not purportedly on behalf of the Company or the Subsidiaries), or, to the knowledge of the Company, pending or threatened against or affecting the Company, the Subsidiaries or any of their respective directors or officers, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the knowledge of the Company, there is no basis therefor and neither the Company nor any of the Subsidiaries is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, would have a Material Adverse Effect on the Company, the Subsidiaries or their property or assets or could have a Material Adverse Effect on the ability of the Company to perform its obligations under this Agreement;

(xli) other than as disclosed in the Disclosure Documents, the Company and each of the Subsidiaries is the absolute legal and beneficial owner, and has good and valid title to, all of the material property or assets thereof as described in the Disclosure Documents free and clear of any Encumbrances and defects of title and (A) no other material property or assets are necessary for the conduct of the business of the Company as currently conducted, (B) the Company has no knowledge of any claim or the basis for any claim that might or could materially and adversely affect the right of the Company to use, transfer or otherwise exploit such property or assets, and (C) other than in the ordinary course of business or as disclosed in the Disclosure Documents, neither the Company nor any of the Subsidiaries have any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof;

(xlii) other than breaches for which waivers have been obtained, neither the Company nor any of the Subsidiaries is in violation of its constating documents or is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property or assets may be bound in any material respect;

(xliii) to the knowledge of the Company, no counterparty to any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Company or any of the Subsidiaries is a party is in default in the performance or observance thereof;

(xliv) the Company or a Subsidiary is the sole legal and beneficial owner of, has good and marketable title to, and owns all right, title and interest in, all Company IP free and clear of all Encumbrances, charges, covenants, conditions, options to purchase and restrictions or other adverse claims or interests of any kind or nature and the Company has no knowledge of any claim of adverse ownership in respect thereof. To the Company's knowledge, no consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Company IP and no Company IP comprises an improvement to Licensed IP that would give any person any rights to Company IP, including rights to license Company IP;

(xlv) neither the Company nor any of the Subsidiaries has received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Company IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the knowledge of the Company, is there a reasonable basis for any claim that any person other than the Company or the Subsidiaries has any claim of legal or beneficial ownership or other claim or interest in any Company IP;

(xlvi) all applications for registration of any Registered IP, including any Licensed IP, are in good standing, stand in the name of the Company or a Subsidiary and have been filed in a timely manner in the appropriate offices to preserve the rights thereto and, in the case of a provisional application, the Company confirms that all right, title and interest in and to the invention(s) disclosed in such application have been assigned in writing (without any express right to revoke such assignment) to the Company or a Subsidiary, and the Company has prosecuted, and is prosecuting, such applications diligently. To the knowledge of the Company, there has been no public disclosure, sale or offer for sale of any Company IP anywhere in the world that may prevent the valid issue of all available Intellectual Property rights in such Company IP. All material prior art or other information has been disclosed to the appropriate offices as required according to the local laws in the jurisdictions where the applications are pending;

(xlvii) all registrations of Registered IP are in good standing and are recorded in the name of the Company or a Subsidiary in the appropriate offices to preserve the rights thereto, and all such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in material compliance with all applicable legal requirements. No registration of Registered IP has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment, cancellation, expungement or lapse would not materially impact the Company, the Subsidiaries or their property or assets;

(xlviii) to the Company's knowledge, the conduct of the business of the Company and the Subsidiaries has not infringed, violated, misappropriated or otherwise conflicted with any Intellectual Property right of any person;

(xlix) neither the Company nor any of the Subsidiaries is a party to any action or proceeding, nor, to the Company's knowledge, has any action or proceeding been threatened that alleges that any current or proposed conduct of its business has or will infringe, violate or misappropriate or otherwise conflict with any Intellectual Property right of any person;

(l) to the knowledge of the Company, no person has infringed or misappropriated, or is infringing or misappropriating, any rights of the Company or the Subsidiaries in or to any Company IP;

(li) the Company or a Subsidiary has entered into valid and enforceable written agreements pursuant to which the Company or a Subsidiary has been granted all licenses and permissions to use, reproduce, sub license, sell, modify, update, enhance or otherwise exploit the Licensed IP to the extent required to operate all aspects of the business of the Company currently conducted and proposed to be conducted (including, if required, the right to incorporate such Licensed IP into Company IP). All license agreements in respect to Licensed IP are in full force and effect and neither the Company nor any of the Subsidiaries, nor, to the knowledge of the Company, any other person, is in default of its obligations thereunder except for any default which would not materially impact the Company, the Subsidiaries or their property or assets;

(lii) to the extent that any Company IP, that is not otherwise publicly available, is licensed or disclosed to any third party or any third party has access to such Company IP, 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 Company IP by such third party. All such agreements are in full force and effect and neither the Company nor any of the Subsidiaries, nor, to the knowledge of the Company, any other person, is in default of its obligations thereunder;

(liii) other than described above in respect of Company IP and Licensed IP: (A) any and all of the agreements and other documents and instruments pursuant to which the Company holds its property and assets (including, if applicable, any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law; (B) to the knowledge of the Company, neither the Company nor the Subsidiaries is not in default of any of the provisions of any such agreements, documents or instruments, nor has any such default been alleged against the Company or the Subsidiaries; (C) such properties and assets are in good standing in all material respects under the applicable statutes and regulations of the jurisdictions in which they are situated; and (D) all leases, licences and claims pursuant to which the Company or the Subsidiaries derives its interests in such property and assets are in good standing and to the knowledge of the Company there has been no default under any such lease, licence or claim, against the Company or the Subsidiaries except for any default which would not materially impact the Company, the Subsidiaries or their property or assets;

(liv) with respect to each premises of the Company and the Subsidiaries which is material to the Company and the Subsidiaries, taken as a whole, and which the Company or any of the Subsidiaries occupies as tenant (collectively, the "**Leased Premises**"), the Company or a Subsidiary, as applicable, occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Company and/or the Subsidiaries occupies the Leased Premises is in good standing and in full force and effect;

(lv) the Company and the Subsidiaries are in compliance in all material respects with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, and neither the Company nor any of the Subsidiaries have engaged in any unfair labour practice;

(lvi) there has not been in the last year and there is not currently any labour disruption or conflict between the Company or any of the Subsidiaries and their respective employees which is adversely affecting or could reasonably be expected to adversely affect, in a material manner, the carrying on of the business of the Company or the Subsidiaries;

(lvii) (A) each of the Company and the Subsidiaries, their respective Assets and Properties and the operation of their business have been and are in compliance in all material respects with all Environmental Laws; (B) each of the Company and the Subsidiaries has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws; (C) neither of the Company nor any of the Subsidiaries has ever received any notice of any material non-compliance in respect of any Environmental Laws; and (D) there are no material Environmental Permits necessary to conduct the Company's or the Subsidiaries' business;

(lviii) the Transfer Agent, at its offices in Calgary, Alberta has been duly appointed as registrar and transfer agent for the Common Shares;

(lix) Except as otherwise disclosed to the Agents' counsel, the minute books and records of the Company and the Subsidiaries for the period from their respective dates of incorporation to the date hereof and made available to the Agents and their counsel are all of the minute books and records of the Company and the Subsidiaries and contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Company and the Subsidiaries, in all material respects, to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Company and the Subsidiaries during such period not reflected in such minute books and other records, other than those which are not material to the Company and the Subsidiaries, taken as a whole;

(lx) to the knowledge of the Company, the operations of the Company and the Subsidiaries have been conducted at all times in compliance with the applicable federal and state laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including the financial recordkeeping and reporting requirements of The Bank Secrecy Act of 1970, as amended; Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"); the Foreign Corrupt Practices Act; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), and none of the Company or the Subsidiaries is: (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person with which the Purchasers are prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website or any replacement website or other replacement official publication of such list or any other person (including any foreign country and any national of such country) with whom the United States Treasury Department prohibits doing business in accordance with OFAC regulations. No action, suit or proceeding by or before any Governmental Authority or body or any arbitrator involving the Company or the

Subsidiaries with respect to Anti-Terrorism Laws is pending or, to the knowledge of the Company, threatened;

(lxi) the Company has not withheld, and will not withhold from the Agents prior to the Closing Time, any material facts relating to the Company, the Subsidiaries or the Offering;

(lxii) all information which has been prepared by the Company relating to the Company and the Subsidiaries and their respective businesses, property and liabilities and made available to the Agents, including all financial and operational information provided to the Agents, is, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information misleading in any material respect;

(lxiii) to the knowledge of the Company, none of the Company, the Subsidiaries or their officers or directors is aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 16 – *Civil Liability* of the *Securities Act* (British Columbia) or comparable legislation under the applicable Securities Laws of the Canadian Offering Jurisdictions; and

(lxiv) other than the Agents, there is no person acting or purporting to act at the request or on behalf of the Company that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement.

It is further agreed by the Company that all representations and warranties of the Company in this Section 3 made by the Company to the Agents will also be deemed to be made for the benefit of the Purchasers as if the Purchasers were also parties hereto (it being agreed that the Agents are acting for and on behalf of the Purchasers for this purpose).

(b) **Representations, Warranties and Covenants of the Agents.** Each of the Agents hereby, severally and not jointly nor jointly and severally, represents, warrants and covenants to the Company, and acknowledges that the Company is relying upon such representations, warranties and covenants in connection with the Offering, that:

(i) it is a valid and subsisting corporation, duly incorporated, continued, amalgamated or formed, as applicable, and in good standing under the laws of the jurisdiction in which it is existing;

(ii) it is, and will remain until the completion of the Offering, appropriately qualified and registered under applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder, and it will not make available to prospective purchasers of Debentures documents or material other than the Subscription Agreement, a term sheet outlining the terms of the Offering or such other documents as form part of the public record filed in accordance with applicable Securities Laws in Canada;

(iii) it has all requisite corporate power and capacity to enter into this Agreement and to carry out the transactions contemplated under this Agreement on the terms and conditions set forth herein;

(iv) this Agreement has been duly authorized, executed and delivered by it and will constitute a valid and binding obligation of the Agents, enforceable against it in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;

(v) the Agents hereby covenant to solicit subscriptions for the Debentures in the Canadian Offering Jurisdictions in a manner so as to enable the Company to comply with the requirements of the applicable Securities Laws;

(vi) it has and will, and has required and will require any Selling Firm (if any) to agree to, conduct its activities in connection with the Offering in compliance with all applicable Securities Laws;

(vii) it will provide to the Company as soon as practicable following the Closing Date all information necessary to allow the Company to file with each of the securities commissions, if required, a report of trade in accordance with applicable Securities Laws within the required time frame;

(viii) it has not and will not, and has required and will require any Selling Firm (if any) to agree not to, engage in or authorize any form of general solicitation or general advertising in connection with or in respect of the Debentures in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or by means of the internet or otherwise or conduct any seminar or meeting concerning the Offering whose attendees have been invited by any general solicitation or general advertising;

(ix) it has not and will not, and has required and will require any Selling Firm (if any) to agree not to, directly or indirectly, offer, sell or solicit offers to purchase or sell the Debentures so as to require the filing of a prospectus or offering memorandum or similar document with respect thereto or the provision of a contractual right of action or a statutory right of action under the laws of any jurisdiction;

(x) it has not and will not, and has required and will require any Selling Firm to agree not to, directly or indirectly, offer, sell or solicit offers to purchase or sell the Debentures to Purchasers so as to require registration of the Shares or Warrants, or filing of a prospectus or registration statement or similar document in respect thereof, or continuing obligations on the part of the Company under the laws of any jurisdiction other than the Provinces of British Columbia and Alberta, including the United States;

(xi) each of the Agents is an "accredited investor" as defined in NI 45-106;

(xii) it will obtain prior to the Closing Time a duly completed and executed Subscription Agreement from each Purchaser along with all other applicable forms, reports, undertakings and/or documentation required under applicable Securities Laws;

(xiii) in connection with the issuance of the Broker Warrants, the Units issuable upon exercise of the Broker Warrants and the Corporate Finance Fee Debentures:

(i) it is acquiring the Corporate Finance Fee Debentures, the Broker Warrants and the Units issuable upon exercise of the Broker Warrants as principal for its own account and not for the benefit of any other person;

(ii) it is not a U.S. Person and is not acquiring the Corporate Finance Fee Debentures, the Broker Warrants and the Units issuable upon exercise of the Broker Warrants 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 outside the United States;

(xiv) the Broker Warrants may not be exercised in the United States or by or on behalf or for the benefit of a U.S. Person or a person in the United States, unless such exercise is not subject to registration under the U.S. Securities Act or the applicable securities laws of any state of the United States; and

(xv) it will not engage in any Directed Selling Efforts with respect to any of the Corporate Finance Fee Debentures, the Broker Warrants or the Units issuable upon exercise of the Broker Warrants, and will not offer or sell any Corporate Finance Fee Debentures, the Broker Warrants or the Units issuable upon exercise of the Broker Warrants in the United States unless in compliance with an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws.

4. **Closing Deliveries.** The purchase and sale of the Debentures will be completed electronically or represented by one or more certificates at the Closing Time. At or prior to the Closing Time, the Company will issue duly and validly deliver to the Co-Lead Agents, on behalf of the Agents the Debentures, registered as directed by the Co-Lead Agents, on behalf of the Agents, in writing, against payment to the Company, in lawful money of Canada, of an amount, subject to Section 10, equal to the aggregate Issue Price for the Debentures being issued and sold hereunder, less the Commission and the Broker Warrant Certificates registered in such name or names as the Agents may notify the Company not less than 24 hours prior to the Closing Time.

5. **Closing Conditions.** Each Purchaser's obligation to purchase the Debentures at the Closing Time will be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Agents will have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company, or such other officers of the Company as the Agents may agree, certifying for and on behalf of the Company, to the best of the knowledge, information and belief of the persons so signing, that:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending, contemplated or threatened by any regulatory authority;

(ii) since December 31, 2019, (A) there has been no Material Adverse Change, that has not been generally disclosed, and (B) no material transactions have been entered into by the Company or any of the Subsidiaries other than in the ordinary course of business;

(iii) the Company has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the relevant Closing Time; and

(iv) the representations and warranties of the Company contained in this Agreement are true and correct as of the relevant Closing Time with the same force and effect as if made at and as of the relevant Closing Time after giving effect to the transactions contemplated by this Agreement;

(b) the Agents will have received at the Closing Time a certificate dated as of the Closing Date, signed by an appropriate officer or officers of the Company addressed to the Agents, with respect to the constating documents of the Company, all resolutions of the Company's board of directors relating to the Offering, this Agreement and the transactions contemplated hereby, the incumbency and specimen signatures of signing officers and such other matters as the Agents may reasonably request;

(c) the Agents will have received satisfactory evidence that notice of the Offering has been provided to the Exchange in accordance with the applicable policies of the Exchange;

(d) the Subscription Agreements and the Transaction Documents will have been executed and delivered by the Company in form and substance satisfactory to the Agents, acting reasonably;

(e) the Agents will have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date not more than two Business Days prior to the Closing Date;

(f) the Agents will have received legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from McLeod Law LLP, counsel to the Company, or local counsel with respect to those matters governed by the laws of jurisdictions other than the jurisdictions in which it is qualified to practice, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Company, as appropriate, with respect to the following matters:

(i) as to the existence of the Company under the *Business Corporations Act* (Alberta), and as to the requisite corporate power and capacity of the Company to carry out its obligations under the Transaction Documents and the Subscription Agreements and to issue the Debentures, the Shares and Warrants comprising the Units, the Warrant Shares, the Broker Warrants and the Units issuable upon the exercise of the Broker Warrants;

(ii) as to the authorized capital of the Company;

(iii) as to the requisite corporate power and capacity of the Company to carry on business and to own, lease and operate properties and assets;

(iv) the execution and delivery of the Transaction Documents and the Subscription Agreements and the performance by the Company of its obligations hereunder and thereunder, do not or will not violate, contravene or breach any provision of: (i) the constating documents of the Company; (ii) the *Business Corporations Act* (Alberta) and the regulations thereunder; or (iii) any resolutions of the directors of the Company;

(v) each of the Transaction Documents and the Subscription Agreements has been duly authorized and executed and delivered by the Company, and constitute valid and binding obligations of the Company enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable law;

(vi) the Shares partially comprising the Units, the Warrant Shares, the Shares and Warrant Shares comprising the Units issuable upon the exercise of the Broker Warrants have been duly authorized and reserved for issuance;

(vii) the Shares partially comprising the Units issuable upon conversion of the Debentures and, upon the due exercise of the Warrants and the Broker Warrants in accordance with the provisions thereof, the Warrant Shares, the Shares and Warrant Shares comprising the Units issuable upon the exercise of the Broker Warrants, respectively, will be, validly issued as fully paid and non-assessable shares in the capital of the Company;

(viii) the Warrants partially comprising the Units have been validly created and reserved for issuance;

(ix) the issuance of the Shares and Warrants comprising the Units issuable on conversion of the Debentures to the Purchasers and the issuance of the Broker Warrants to the Agents are or will be exempt at the time of issuance from the prospectus requirements of applicable Securities Laws and no documents are required to be filed (other than specified forms accompanied by requisite filing fees), proceedings taken or approvals, permits, consents or authorizations of regulatory authorities obtained under the applicable Securities Laws of the Canadian Offering Jurisdictions to permit such issuances;

(x) each of the issuance of the Warrant Shares upon due exercise of the Warrants and the issuance of the Shares and the Warrants upon due exercise of the Broker Warrants is or will be exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations of regulatory authorities obtained under the applicable Securities Laws of the Canadian Offering Jurisdictions to permit such issuances;

(xi) no prospectus is required nor are other documents required to be filed, proceedings taken, or approvals, permits, consents or authorizations of regulatory authorities obtained under the applicable Securities Laws to permit a holder of Shares or Warrants comprising the Units, Warrant Shares or the Units, issuable upon the exercise of the Broker Warrants to trade those securities in the Canadian Offering Jurisdictions, provided that:

(A) the Company is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;

(B) at the time of such trade, at least four months have elapsed from the "distribution date" (as defined under NI 45-102) of the Shares and Warrants comprising the Units issuable on conversion of the Debentures and the Broker Warrants, as the case may be;

(C) the Broker Warrant Certificates, are issued with a legend stating the prescribed restricted period in accordance with section 2.5(2)(3)(i) of NI 45-102 and, if the security is entered into a direct registration system or other electronic book-entry system, or if the purchaser did not directly receive a certificate representing the security, the purchaser received written notice containing the legend restriction notation set out in section 2.5(2)(3)(i) of NI 45-102;

(D) such trade is not a "control distribution" (as defined in the NI 45-102);

(E) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of such trade;

(F) no extraordinary commission or consideration is paid to a person or company in respect of such trade; and

(G) if the selling securityholder is an "insider" or "officer" of the Company (as such terms are defined under the applicable Securities Laws), the selling securityholder has no reasonable grounds to believe that the Company is in default of "securities legislation" (as defined in National Instrument 14-101 – *Definitions and Interpretation*);

(xii) the form and terms of the Broker Warrant Certificates have been approved by the board of directors of the Company; and

(xiii) the Company is a reporting issuer under applicable Securities Laws in each of the provinces of British Columbia and Alberta and is not on the list of defaulting issuers maintained under such legislation.

(g) the Agents will have received at the Closing Time favourable legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to counsel to the Agents, acting reasonably, dated as of the Closing Date, from counsel to the Company in the jurisdictions of existence of each of the Subsidiaries, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Subsidiaries, as appropriate, and all of which opinions may be rendered subject to reasonable and customary qualifications, assumptions and limitations, with respect to the following matters: (a) each such Subsidiary is duly organized and validly existing under the laws of the jurisdiction in which it exists, and has all requisite corporate power and authority to conduct any lawful business activity under the applicable laws of its jurisdiction; (b) as to the issued and outstanding shares of each Subsidiary controlled, directly or indirectly, by the Company; and (c) as to the issued and outstanding capital of each Subsidiary; and

(h) the Agents will have received a certificate of status (or the equivalent) with respect to the jurisdiction in which each of the Company and the Subsidiaries is incorporated, amalgamated or continued, as the case may be.

6. Termination Events.

(a) Each of the Agents will be entitled to terminate its obligations hereunder and the obligations of the Purchasers in relation to the Offering by written notice to that effect given to the Company at or prior to the Closing Time if:

(i) the Agents are not satisfied, in their sole discretion, acting reasonably and in good faith, with the due diligence investigations performed by the Agents or their representatives;

(ii) all regulatory approvals required to be obtained are not obtained by the Company on a timely basis;

(iii) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is instituted, announced or threatened or any order is issued by any Governmental Authority in respect of the Company or any of its directors or officers (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Agents); or there is any change of law, or the interpretation or administration thereof; or any order to cease trading (including communication with persons in order to obtain expressions of interest) in the securities of the Company is made by a Governmental Authority and that order is still in effect, which in the reasonable opinion of such Agent operates to prevent or restrict the trading in the securities of the Company or the distribution of the Debentures or which in the reasonable opinion of such Agent, acting in good faith, could be expected to have a material adverse effect on the market price or value of the securities of the Company;

(iv) there will occur any material change in the business, financial condition, assets, liabilities (contingent or otherwise), results of operations or prospects of the Company, or there will exist or be discovered by such Agent any material fact which is, or may be, of such a nature as to render the public information record within the past two years, untrue, false or misleading in a material respect or result in a misrepresentation (other than a change or fact related solely to the Agents) which, in each case, in the reasonable opinion of such Agent, could be expected to have a material adverse effect on the market price or value of the securities of the Company;

(v) there should develop, occur or come into effect or existence any event, action, state, condition or occurrence of national or international consequence, acts of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions or any action, law, regulation or inquiry which, in the reasonable opinion of such Agent, has a Material Adverse Effect or involves, or may have a Material Adverse Effect or involve, the financial markets in Canada, or the business, operations or affairs of the Company;

(vi) the state of the financial markets in Canada or elsewhere where it is planned to market the securities is such that in the reasonable opinion of such Agent the Debentures cannot be profitably marketed; or

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

(b) The Company agrees that all material terms and conditions in this Agreement will be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by the Company that it will use its commercially reasonable efforts to cause such conditions to be complied with, and any breach or failure by the Company to comply with any of such conditions will entitle any of the Agents, at its option in accordance with this Section 6 hereof, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by it to purchase the Debentures) by notice to that effect given to the Company at or prior to any Closing Time. The Agents may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to their rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension will be binding upon the Agents only if the same is in writing and signed by them.

(c) The Company will have the right to termination its obligations herein by providing notice in writing to the Agents if the Offering has not been completed within 60 days of the date of the Engagement Letter.

7. Exercise of Termination Right. The rights of termination contained in Section 6 may be exercised by each of the Agents acting alone and are in addition to any other rights or remedies the Agents may have in respect of any of the matters contemplated by this Agreement or otherwise. Any such termination will not discharge or otherwise affect any obligation or liability of the Company provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. In the event of any such termination by the Agents, there will be no further liability on the part of the Agents to the Company or on the part of the Company to the Agents except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions prior to such termination under Sections 8, 9 and 10.

8. Survival of Representations and Warranties. All representations and warranties herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transactions herein contemplated will survive the purchase and sale of the Debentures for a period of three years from the Closing Date, regardless of any investigations which may be carried out by the Agents or on its behalf and will not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the purchase and sale of the Debentures or otherwise. In this regard, the Agents will act as trustee for the Purchasers and accept these trusts and will hold and enforce such rights on behalf of the Purchasers. Notwithstanding the foregoing, the provisions contained in this Agreement in any way related to indemnification or contribution obligations will survive and continue, in full force and effect, indefinitely.

9. Indemnification by the Company.

(a) The Company agrees to severally indemnify and save harmless each of the Agents, their respective affiliates, and any Selling Firms and their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses (other than loss of profit), expenses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel (collectively, "**Losses**") in connection with any action, suit, proceeding, investigation or claim (including, without limitation, security holder or derivative actions, arbitration proceedings or otherwise) that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly:

(i) any untrue statement or alleged untrue statement of material fact contained in the information (whether written or oral) supplied to any prospective investor by or on behalf of the Company or any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, or

(ii) the services provided by the Agents hereunder or under the Engagement Letter,

and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

(b) The Company agrees to waive any right that it may have of first requiring an Indemnified Party 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 Company also agrees that no Indemnified Party will have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on behalf of or in right of the Company for or in connection with either subsection 9(a)(i) or 9(a)(ii) above, except, in the case of subsection 9(a)(ii) only, 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 primarily from the negligence, illegal act or willful misconduct of such Indemnified Party.

(c) The Company will not, without the Agents' prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless the Company has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

(d) Promptly after receiving notice of a Claim against either Agent or any other Indemnified Party or 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 Company, the Agent or any such other Indemnified Party, will notify the Corporation in writing of the particulars thereof, provided that the omission to notify the Company will not relieve the Company of any liability which it may have to the Agent or any other Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required prejudices the defense of such Claim or results in any material increase in the liability which the Company may have under this Indemnity. The Company will have 14 calendar days after receipt of the notice of Claim to undertake, conduct and control, through counsel of its own choosing and at its own sole expense, the settlement or defense of the Claim. If it undertakes, conducts and controls the settlement or defense of the Claim, the relevant Indemnified Parties will have the right to participate in the settlement or defense of the Claim.

(e) The foregoing indemnity will not apply, with respect to subsection 9(a)(ii) above only, to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable will determine that such Losses to which the Indemnified Party may be subject were primarily caused by the negligence or willful misconduct of the Indemnified Party.

(f) If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to either Agent or any other Indemnified Party or insufficient to hold the Agent or any other Indemnified Party harmless in respect of a Claim, the Company will contribute to the amount paid or payable by the applicable Agent or the other Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Agent or any other Indemnified Party on the other hand but also the relative fault of the Company, the Agent or any other Indemnified Party as well as any relevant equitable considerations; provided that the Company will in any event contribute to the amount paid or payable by the Agent or any other Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received the Agent hereunder.

(g) The Company hereby constitutes the Agents as trustees for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to those persons and the Agents agree to accept that trust and to hold and enforce those covenants on behalf of those persons.

(h) Each Agent may retain counsel to separately represent themselves in the defense of a Claim and the Company will pay the reasonable fees and disbursements of such counsel if: (a) the Company, as applicable: (i) does not promptly assume the defense of the Claim no later than 14 calendar days after receiving actual notice of the Claim; or (ii) agrees to separate representation; or (b) the Agent is advised in writing by counsel that there is an actual or potential conflict in the Company's and the Agents' respective interests or additional defenses are available to the Agent which makes representation by the same counsel inappropriate.

(i) The obligations of the Company under this Section 9 are in addition to any liabilities which the Company may otherwise have to the Agents or any other Indemnified Party.

10. Expenses.

(a) The Company will pay all of its own expenses in connection with the Offering, including all expenses of or incidental to the creation, issue, sale or distribution of the Debentures, the fees and expenses of the Company's counsel and all costs incurred in connection with the preparation of documents or certificates relating to the Offering. The Company will also pay all reasonable out-of-pocket costs incurred by the Agents or on the Agents' behalf in connection with the Offering, including the reasonable fees, disbursements and taxes of the Agents' counsel, whether or not the Offering is completed. Upon the Closing Date, the fees and expenses of the Agents, including their legal counsel, will be paid by the Company to the Co-Lead Agents, on behalf of the Agents.

(b) In the event the Agents institute legal proceedings to enforce any provisions of this Agreement, including the collection of any fees, the Company will reimburse the Agents for all reasonable costs and expenses, including reasonable attorneys' fees, in connection therewith but, except as otherwise provided herein, in all other circumstances each of the Company and the Agents will bear its own counsel fees.

11. Advertisements. The Company acknowledges that the Agents will have the right after Closing, at their own expense, to place such advertisement or advertisements relating to the purchase and sale of the Debentures contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable law. The Company and the Agents each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of the Provinces of Canada or any other jurisdiction in which the Debentures will be offered and sold being unavailable in respect of the sale of the Debentures to prospective purchasers.

12. Notices. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "Notice") will be in writing addressed as follows:

(a) if to the Company, to:

CEMATRIX Corporation
9727 40th Street S.E.
Calgary, Alberta, T2C 2P4

Attention: Jeffrey Kendrick, CEO
Email: public.company@cematrix.com

with a copy to (which will not constitute notice hereunder):

McLeod Law LLP
Centennial Place, West Tower
2100, 250 – 5th Street S.W.
Calgary, Alberta, T2P 0R4

Attention: Maria Nathanail
Email: mnathanail@mcleod-law.com

(b) if to the Agents, to:

Gravitas Securities Inc.
333 Bay Street, Suite 1720
Toronto, ON M5H 2R2

Attention: Blayne Creed
Email: bcreed@gravitassecurities.com

Clarus Securities Inc.
130 King Street West
Suite 3640
Toronto, Ontario M5X 1A9

Attention: Robert Orviss
Email: rorviss@clarussecurities.com

Beacon Securities Limited
66 Wellington St. West, Suite 4050
Toronto, ON M5K 1H1

Attention: Stephen J.A. Delaney
Email: sdelaney@beaconsecurities.ca

with a copy to (which will not constitute notice hereunder):

DuMoulin Black LLP
10th Floor, 595 Howe Street
Vancouver, BC V6C 2T5

Attention: Justin Kates
Email: jkates@dumoulinblack.com

or to such other address as any of the parties may designate by notice given to the others.

Any Notice or other communication required or permitted under this Agreement will be deemed to have been duly given and made if (a) in writing and served by personal delivery upon the party for whom it is intended; (b) if delivered by email upon the earlier of (i) with receipt confirmed or (ii) one Business Day following sending by email; or (c) if delivered by certified mail, registered mail or courier service, upon the earlier of (i) return-receipt received to the party at the address set forth below, to the persons indicated or (ii) one Business Day following sending such certified mail, registered mail or courier service.

13. **Confidentiality.** Except as contemplated by the terms hereof or as required by applicable law, rule or regulation, the Agents will hold in confidence all information of the Company received by it from the Company, except that no obligation of confidentiality will apply to information of the Company that: (a) is in the public domain as of the date hereof or hereafter enters the public domain without a breach hereof by the Agents, (b) was known or became known by the Agents prior to disclosure thereof hereunder, (c) becomes known to the Agents from a source other than hereunder and other than by a known breach of an obligation of confidentiality owed to the Company, (d) is disclosed by the Company to a third party without restrictions on its disclosure, or (e) is independently developed by the Agents. Notwithstanding the foregoing or anything herein to the contrary, the Agents may, if requested by any Governmental Authority having jurisdiction over such entity, disclose any information of the Company without notice to or consent from the Company without causing a breach of this Agreement.

14. **Right of First Refusal.** For a period from the date hereof until the earlier of December 31, 2021 or the date of next financing round of the Company, upon successful closing of the Offering, the Co-Lead Agents will have the exclusive right and opportunity to act as agent for any offering of securities of the Company to be issued and sold in Canada by private placement or public offering or to provide professional, sponsorship or advisory services performed (or normally performed) by a broker or investment dealer in connection with such offering. If the Company is intending to proceed with any such issuance or has received a proposal for any such issuance that it intends to pursue, the Company will provide to the Co-Lead Agents notice of such terms thereof (including the commission payable to the lead agent) and each Co-Lead Agents will have an opportunity to respond to the Company that the Co-Lead Agent is desirous of acting as agents or participating in in such offering as the case may be, on behalf of Company on the terms and conditions contained therein. If the Co-Lead Agents decline such opportunity in writing or fails to respond within five (5) business of receipt of notice from the Company, the Company may proceed with such offering or transaction with another agent or underwriter, provided the arrangements with such agent or underwriter are entered into within 30 days thereafter, provided that the terms and conditions of any such engagement will be no more favourable to such other financial institution than the terms and conditions offered by the Company to the Agent. The Co-Lead Agents' waiver of its right in respect of any one or more transactions will not not constitute a waiver of its rights in respect of any other transaction.

15. Alternative Proposal.

(a) The Company agrees that during the term of this Agreement, the Company will not nor will any of its subsidiaries or their respective directors, officers, agents, accountants, financial advisors or attorneys will (and the Company will direct and use reasonable best efforts to cause its and its subsidiaries' employees who are not officers or directors not to), directly or indirectly: (i) initiate, solicit, knowingly encourage (including by providing information or assistance) or knowingly facilitate any inquiries, proposals or offers with respect to, or the making or completion of, any proposal that constitutes, or would reasonably be expected to lead to, an alternative financing proposal (an "**Alternative Proposal**"), (ii) provide or cause to be provided any non-public information or data relating to the Company or any of their subsidiaries in connection with, or have any discussions with, any person or its representatives (other than the Company and its representatives) relating to or in connection with an actual or proposed Alternative Proposal, (iii) engage in any discussions or negotiations with any person (other than the Company and its representatives) concerning an actual or proposed Alternative Proposal, (iv) approve, endorse or recommend, agree to or accept any actual Alternative Proposal, (v) approve, endorse or recommend, agree to or accept or execute or enter into, any letter of intent, agreement in principle, merger agreement, acquisition agreement, option agreement or other similar agreement related to any actual or proposed Alternative Proposal, or (vi) agree to do any of the foregoing.

(b) The Company agrees that any violation of this Section 15 by the Company or any affiliate or representative of the Company will constitute a breach of this Agreement by the Company and will result in the immediate payment of $100,000 by the Company to Gravitas.

(c) The Company acknowledges that the agreements contained in this Section 15 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Agents would not enter into this Agreement, and that the amounts set out in this Section 15 represent liquidated damages which are a genuine pre-estimate of the damages, including opportunity costs, which the Agents will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and is not a penalty.

16. Time of the Essence. Time will, in all respects, be of the essence hereof.

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

18. Headings. The headings contained herein are for convenience only and will not affect the meaning or interpretation hereof.

19. Construction. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender will include the masculine, feminine and neuter genders. Wherever the word "include," "includes" or "including" is used in this Agreement, it will be deemed to be followed by the words "without limitation". References herein to any law will be deemed to refer to such law as amended, re-enacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder.

20. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and will supersede any and all prior negotiations and understandings, including the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument signed by each of the Company and the Agents only.

21. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

22. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

23. **Successors and Assigns.** The terms and provisions of this Agreement will be binding upon and enure to the benefit of the Company, the Agents and the Purchasers (as contemplated under the Subscription Agreements) their respective executors, heirs, successors and permitted assigns; provided that this Agreement will not be assignable by any party without the prior written consent of the Agents (in the case of the Company or any Purchaser) and/or the Company (in the case of the Agents or any Purchaser), as applicable.

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

25. **Obligations of the Agents.** In performing their respective obligations under this Agreement, the Agents will be acting severally and neither jointly nor jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture among any of the Agents. The Agents' respective obligations and rights and benefits hereunder will be as to the following percentages:

Gravitas Securities Inc.	-	45%
Clarus Securities Inc.	-	45%
Beacon Securities Limited	-	10%

26. **Agents' Authority.** The Company will be entitled to and will act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Agents.

27. **Absence of Fiduciary Relationship.** The Company acknowledges and agrees that: (a) the Agents have not assumed and will not assume a fiduciary responsibility in favour of the Company with respect to the Offering contemplated hereby or the process leading thereto and the Agents do not have any obligation to the Company with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Agents and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (c) the Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

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

29. Counterparts and Electronic Copies. 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.

30. Language. The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressment demandées que la présente convention ainsi que tout avis, tout état de compte et tout autre document a être ou pouvant etre donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Yours very truly,

GRAVITAS SECURITIES INC.

Per: *"Autorized Signatory"*
Authorized Signing Officer

CLARUS SECURITIES INC.

Per: *"Autorized Signatory"*
Authorized Signing Officer

BEACON SECURITES LIMITED

Per: *"Autorized Signatory"*
Authorized Signing Officer

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

DATED as of the 22nd day of April, 2020.

CEMATRIX CORPORATION

Per: *"Autorized Signatory"*
Authorized Signing Officer