

## AGENCY AGREEMENT

THIS AGREEMENT is dated the 21<sup>st</sup> day of September, 2012

AMONG

**SENSIO TECHNOLOGIES INC.**, a corporation governed by the laws of Quebec

(the “Issuer”)

AND

**NCP NORTHLAND CAPITAL PARTNERS INC.**, a registered dealer under the *Securities Act* (Ontario)

(the “Agent”)

A. The Issuer wishes to privately place with Purchasers (as defined herein) up to 9,090,909 Common Shares of the Issuer (the “Shares”) at a price of \$0.33 per Share (the “Offering Price”);

B. The Issuer wishes to grant to the Agent the option (the “Over-Allotment Option”), which may be exercised in whole or in part at the Agent’s sole discretion, to acquire up to an additional 1,363,636 Common Shares of the Issuer (the “Over-Allotment Shares”) at the Offering Price. The Over-Allotment Option may be exercised by the Agent at any time and from time to time from the Closing Date until 5:00 p.m. (Montreal time) on the date that is 30 days following the Closing Date (as defined herein). The offering of the Shares described in this Agreement is hereinafter referred to as the “Private Placement” and, unless otherwise required by the context, references to the Private Placement include the offering of the Over-Allotment Shares pursuant to the Over-Allotment Option and references to the “Shares” shall include the Over-Allotment Shares.

C. The Issuer wishes to appoint the Agent to distribute the Shares on a reasonable efforts basis, and the Agent is willing to accept such appointment on the terms and conditions of this Agreement;

THE PARTIES to this Agreement therefore agree:

### 1. DEFINITIONS

In this Agreement and the Recitals hereto:

- (a) “Agent’s Fee” means the fee which is set out in this Agreement and which is payable by the Issuer to the Agent in consideration of the services performed by the Agent under this Agreement;
- (b) “Agent’s Warrants” means the Share purchase warrants of the Issuer which will be issued as part of the Agent’s Fee and which have the terms provided in this Agreement and the certificates representing such Share purchase warrants;

- (c) “Agent’s Warrant Shares” means the previously unissued Shares in the capital of the Issuer, which will be issued upon the exercise of the Agent’s Warrants;
- (d) “Agreements and Instruments” has the meaning set forth in Section 14.1(i);
- (e) “Annual Financial Statements” has the meaning set forth in Section 14.1(n);
- (f) “Applicable Legislation” means the securities acts in the Selling Jurisdictions, together with all the regulations and rules made and promulgated thereunder and all policy statements, instruments, blanket orders and rulings, notices and administrative directions issued by the Commissions;
- (g) “CDS” means CDS Clearing and Depository Services Inc. or its nominee;
- (h) “Closing Date” means September 21, 2012 or such other date as may be agreed by the Issuer and the Agent;
- (i) “Closing Time” means 8:00 a.m. (Montreal time) on the Closing Date;
- (j) “Commissions” means the securities commission or equivalent regulatory authority in the Selling Jurisdictions;
- (k) “Common Shareholders” has the meaning set forth in Section 14.1(r);
- (l) “Disclosure Record” means the Issuer’s annual reports, financial statements, annual information forms, information circulars, material change reports, management’s discussion and analysis, press releases and all documents filed or otherwise publicly disseminated by the Issuer and information located on the Issuer’s website;
- (m) “Environmental Laws” has the meaning set forth in Section 14.1(ee);
- (n) “Exchange” means the TSX Venture Exchange;
- (o) “Exchange Policies” means the rules and policies of the Exchange;
- (p) “Exemptions” means the exemptions from the prospectus requirements of the Applicable Legislation;
- (q) “GAAP” has the meaning set forth in Section 14.1(n);
- (r) “Material Change” has the meaning defined in the Applicable Legislation;
- (s) “Material Contracts” has the meaning set forth in Section 14.1(x);
- (t) “Material Fact” has the meaning defined in the Applicable Legislation;
- (u) “NI 45-102” means National Instrument 45-102 – *Resale of Securities* or any successor instrument promulgated by the Commissions;

- (v) “Option Exercise Notice” means the written notice which may be delivered to the Issuer by the Agent specifying, among other things, the number of Over-Allotment Shares which the Agent wishes to purchase pursuant to an exercise of the Over-Allotment Option;
- (w) “Over-Allotment Certificates” means the global certificate(s) representing the Over Allotment Shares in connection with an exercise of the Over-Allotment Option registered in the name of CDS;
- (x) “Over-Allotment Option” has the meaning defined in Recital B to this Agreement;
- (y) “Over-Allotment Option Closing” means a closing of the purchase and sale of Over-Allotment Shares pursuant to the complete or any partial exercise of the Over-Allotment Option;
- (z) “Over-Allotment Option Closing Date” means a date on which an Over-Allotment Option Closing occurs;
- (aa) “Over-Allotment Option Closing Time” means 8:00 a.m. (Montreal time) on an Over-Allotment Closing Date, or such other time as the Issuer and the Agent may agree;
- (bb) “Over-Allotment Proceeds” means the gross proceeds with respect to the Over-Allotment Shares issued upon an exercise of the Over-Allotment Option, less:
  - (i) the Agent’s Fee relating to the Over-Allotment Shares; and
  - (ii) the expenses of the Agent in connection with the Private Placement incurred since the Closing Date;
- (cc) “Over-Allotment Shares” means previously unissued Common Shares of the Issuer issuable pursuant to any exercise of the Over-Allotment Option;
- (dd) “Principals” has the meaning set forth in Section 14.1(r);
- (ee) “Private Placement” means the offering of the Shares on the terms and conditions of this Agreement;
- (ff) “QSSP” means the Quebec Stock Savings Plan II;
- (gg) “Purchasers” means the purchasers of Shares under the Private Placement;
- (hh) “Regulatory Authorities” means the Commissions;
- (ii) “Repayment Event” has the meaning set forth in Section 14.1(i);
- (jj) “Securities” means the Shares, the Agent’s Warrants and the Agent’s Warrant Shares;

- (kk) “Selling Jurisdictions” means Ontario, Quebec, Alberta and British Columbia and such other jurisdictions outside Canada as may be agreed to by the Issuer and the Agent;
- (ll) “Shares” means the Common Shares in the capital of the Issuer;
- (mm) “Subscription Agreements” means the subscription agreements entered into by the Purchasers in connection with the Private Placement; and
- (nn) “Transaction Agreements” mean, collectively, this Agreement, the Agent’s Warrant and the Subscription Agreements.

## **2. APPOINTMENT OF AGENT**

2.1 The Issuer appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive agent of the Issuer to use its commercially reasonable efforts to find and introduce to the Issuer potential purchasers in the Selling Jurisdictions to purchase up to 9,090,909 Shares at a price of \$0.33 per Share, by way of private placement under the Exemptions.

2.2 The Issuer grants the Agent the Over-Allotment Option to purchase up to an aggregate of 1,363,636 Over-Allotment Shares at the Offering Price.

2.3 It is agreed to by all parties that the Agent has the right, but not the obligation, to solicit and accept subscriptions for the sale of Over-Allotment Shares pursuant to the Over-Allotment Option.

2.4 The Over-Allotment Option shall be exercisable by the Agent at any time and from time to time, from the Closing Date until 5:00 p.m. (Montreal time) on the 30<sup>th</sup> day following the Closing Date by delivering to the Issuer the Option Exercise Notice at least two Business Days prior to the proposed Over-Allotment Option Closing Time to the Issuer. The Issuer agrees to sell the Over-Allotment Shares to the Agent at the Over-Allotment Option Closing(s).

2.5 In the event that, after the Closing Time and prior to the expiry of the Over-Allotment Option, the Issuer completes a transaction pursuant to which it subdivides, consolidates or reclassifies or otherwise changes the Common Shares of the Issuer, appropriate adjustments will be made to the price and number of Over-Allotment Shares upon any exercise of the Over-Allotment Option such that the Agent is entitled to purchase the same number and type of securities that the Agent would have otherwise purchased had it exercised the Over-Allotment Option immediately prior to such transaction.

## **3. THE SHARES**

3.1 The Shares will be issued in the form of one or more global certificates in the book-entry only system of CDS bearing the appropriate legends.

#### **4. AGENT'S FEE**

4.1 In consideration of the services performed by the Agent under this Agreement, the Issuer agrees to pay to the Agent in the aggregate, on the Closing Date (and on any Over-Allotment Option Closing Date), an Agent's Fee consisting of:

- (a) a cash payment equal to 6% of the gross proceeds received by the Issuer from the sale of the Shares which will be paid in lawful Canadian currency; and
- (b) that number of Agent's Warrants which is equal to 6% of the number of Shares sold.

4.2 The right to purchase an Agent's Warrant Share under an Agent's Warrant may be exercised at any time and from time to time until the close of business on the day which is 24 months from the Closing Date or Over-Allotment Option Closing Date, as the case may be.

4.3 One whole Agent's Warrant will entitle the holder, on exercise, to purchase one Agent's Warrant Share at a price equal to \$0.33 per Agent's Warrant Share.

4.4 The Agent's Warrants will be represented by physical certificates.

4.5 The terms governing the Agent's Warrants will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Agent's Warrant Shares upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Common Shares of the Issuer, the payment of stock dividends or the amalgamation of the Issuer.

#### **5. OFFERING RESTRICTIONS**

5.1 The Agent covenants and agrees that it will only solicit subscriptions for Shares and sell the Shares in accordance with the terms and conditions of this Agreement and in compliance with the Applicable Legislation, to persons who represent themselves as being a resident in one of the Selling Jurisdictions who meets the requirement of one of the Exemptions.

5.2 The Agent covenants and agrees with the Issuer that it will:

- (a) conduct all activities in connection with the Private Placement and the sale of the Shares in compliance with this Agreement and all Applicable Legislation; and
- (b) not advertise the proposed offering or sale of the Shares in printed public media, radio, television or telecommunications, including electronic display.

#### **6. SUBSCRIPTIONS**

The Agent will use its commercially reasonable efforts to obtain from each Purchaser introduced by the Agent, and deliver to the Issuer, on or before the Closing Date and any Over-Allotment Option Closing Date a duly completed and signed Subscription Agreement in the form agreed to by the Issuer and the Agent and executed by the Purchaser. It is acknowledged and agreed by

the parties hereto that the Issuer will be under no obligation to issue Shares to any person if an executed Subscription Agreement is not provided to the Issuer by or on behalf of such person.

## **7. FILINGS WITH THE REGULATORY AUTHORITIES AND EXCHANGE**

7.1 The Issuer will forthwith give to the Exchange written notice of the terms of this Agreement and the proposed Private Placement and all other information required by the Exchange Policies (the “Notice”).

7.2 The Issuer will forthwith provide the Agent and its solicitor with a copy of the Notice, and, forthwith on receipt, a copy of the preliminary and final letters of acceptance of the Notice from the Exchange.

7.3 The Issuer will file all required documents, pay all required filing fees and undertake any other actions required by the Exchange Policies in order to obtain the approval of the Exchange to the Private Placement.

7.4 Within 10 days of the Closing Date and any Over-Allotment Option Closing Date, the Issuer will:

- (a) file with the Commissions any reports required to be filed by the Applicable Legislation and the rules and regulations promulgated thereunder in connection with the Private Placement, in the required form; and
- (b) provide the Agent’s solicitor with copies of the report or reports.

## **8. THE CLOSING**

8.1 The closing of the Private Placement shall be completed at the Closing Time at the offices of Stikeman Elliot LLP, 1155-40 Boulevard René-Lévesque Ouest Montreal, QC H3B 3V2.

8.2 The Issuer will, on the Closing Date, issue and deliver one or more global certificates representing the Shares registered in the name of CDS and a physical certificate representing the Agent’s Warrants registered in the name of the Agent.

8.3 If the Issuer has satisfied all of its obligations under this Agreement that are required to be satisfied before or at the Closing Time, on the closing the Agent shall pay to the Issuer by wire transfer the aggregate gross proceeds of the sale of the Shares, less: (i) the Agent’s Fee and (ii) any costs and expenses owing to the Agent pursuant to Section 15.

8.4 The Issuer will endorse the certificates representing the Shares and the Agent’s Warrants with such legends as required by the Applicable Legislation.

## **9. OVER-ALLOTMENT CLOSING**

9.1 Over-Allotment Option Closing(s) will take place at the Over-Allotment Option Closing Time on the Over-Allotment Option Closing Date(s) at the offices of Stikeman Elliot LLP, 1155-40 Boulevard René-Lévesque Ouest Montreal, QC H3B 3V2.

9.2 If the Issuer has satisfied all of its obligations under this Agreement pertaining to the exercise of the Over-Allotment Option, at the Over-Allotment Option Closing Time, the Agent will pay the Over-Allotment Proceeds to the Issuer against delivery of the Over-Allotment Certificates.

9.3 The obligation of the Agent to pay the Over-Allotment Proceeds shall be subject to the following conditions precedent:

- (a) completion by the Agent of any additional due diligence after the Closing Date with respect to the Issuer to its reasonable satisfaction;
- (b) the Issuer shall have performed or complied in all material respects with each covenant and obligation herein provided on its part to be performed or complied with; and
- (c) the representations and warranties of the Issuer herein shall continue to be true and accurate.

## **10. CONDITIONS OF CLOSING**

10.1 The obligations of the Agent under this Agreement shall be subject to the following conditions being fulfilled on or before the Closing Date, which conditions are for the exclusive benefit of the Agent:

- (a) The Agent shall have received at the Closing Time a legal opinion dated and delivered on the Closing Date in form and substance and subject to qualifications satisfactory to the Agent and its counsel, acting reasonably, addressed to the Agent and its counsel from counsel(s) to the Issuer in respect of the following:
  - (i) as to the incorporation and valid existence of the Issuer and as to the corporate capacity, power and authority of the Issuer: (A) to carry out its obligations under the Transaction Agreements; (B) to create, issue and sell the Shares and the Agent's Warrants; and (C) to issue and deliver the Agent's Warrant Shares issuable upon the exercise of the Agent's Warrants, as applicable;
  - (ii) as to the authorized and issued capital of the Issuer;
  - (iii) the Issuer has all requisite corporate capacity, power and authority to carry on its business as presently carried on and to own, lease and operate its properties and assets;

- (iv) all necessary corporate action has been taken by the Issuer to duly authorize, create, deliver and validly issue and sell the Securities on the terms and conditions of this Agreement and to allot and issue the Agent's Warrant Shares issuable upon exercise of the Agent's Warrants;
- (v) the Shares have been duly and validly issued by the Issuer as fully paid and non-assessable shares in the capital of the Issuer;
- (vi) the Agent's Warrants been issued and are duly authorized, executed and delivered by the Issuer and are legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms;
- (vii) the Agent's Warrant Shares issuable upon exercise of the Agent's Warrants will, upon their issuance and payment of the applicable exercise price in accordance with the terms and conditions thereof, be validly issued by the Issuer without further action on the part of the Issuer, and will be outstanding as fully paid and non-assessable shares;
- (viii) none of the execution and delivery by the Issuer of the Transaction Agreements, the performance by the Issuer of its obligations thereunder, or the sale or issuance of the Securities will conflict with or result in any breach of or default under: (A) the constating documents of the Issuer; (B) any agreement or indenture to which the Issuer is a party or any of its assets are bound; or (C) any Applicable Legislation;
- (ix) all necessary corporate action has been taken by the Issuer to authorize the execution and delivery of the Transaction Agreements and the performance of its obligations thereunder and each such agreement has been duly authorized and executed and delivered by the Issuer, and constitutes a legal, valid and binding obligation of the Issuer 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;
- (x) the form and terms of the certificates representing the Securities have been approved and adopted by the board of directors of the Issuer and comply with all legal requirements including, without limitation, the applicable rules and regulations of the *Business Corporations Act* (Quebec) (the "QBCA") and the requirements of the Exchange, and do not conflict with the constating documents of the Issuer;
- (xi) the issuance of the Shares, the Agent's Warrants and the Agent's Warrant Shares is exempt from the prospectus requirements of the Applicable Legislation and no filing (other than Form 45-106F1), proceeding, approval, consent, or authorization will be required to be made, taken or obtained pursuant to the Applicable Legislation in connection therewith;

- (xii) the Exchange has conditionally approved the listing and posting for trading of the Shares and the Agent's Warrant Shares, subject to fulfilling the standard listing conditions; and
  - (xiii) as to the resale status of the Securities in the Selling Jurisdictions; and
  - (xiv) that the Shares are qualified investments for QSSPs;
- (b) the Agent shall have received certificates dated the Closing Date, addressed to the Agent and signed by a senior officer of the Issuer, as may be acceptable to the Agent, in form and content satisfactory to the Agent and its counsel, acting reasonably, with respect to all such matters as the Agent may reasonably request, including the following:
- (i) the constating documents of the Issuer;
  - (ii) the resolutions of the directors of the Issuer relevant to the Private Placement, the allotment, issue and sale of the Shares and the Agent's Warrants and the authorization of the Transaction Agreements; and
  - (iii) the incumbency and signatures of signing officers of the Issuer;
- (c) the Agent shall have received at the Closing Time a certificate dated the Closing Date addressed to the Agent and signed by such senior officers of the Issuer, as may be acceptable to the Agent, in form and content satisfactory to the Agent and its counsel, acting reasonably, certifying for and on behalf of the Issuer, after having made due inquiry, to such matters as the Agent may reasonably request, including to the effect that:
- (i) the Issuer has complied with all of the covenants and satisfied all of the terms and conditions of the Transaction Agreements on its part to be complied with and satisfied at or prior to the Closing Time;
  - (ii) there has not been any adverse Material Change or adverse change in a Material Fact in respect of the Issuer;
  - (iii) the representations and warranties of the Issuer contained in the Transaction Agreements, and in any certificates of the Issuer delivered pursuant to or in connection with the Private Placement, are true and correct in all material respects at the Closing Time; and
  - (iv) no order, ruling or determination having the effect of restricting or ceasing the trading or suspending the sale of the Shares or any other securities of the Issuer has been issued and no proceedings for that purpose have been instituted or are pending or, to the knowledge of those senior officers, are contemplated or threatened by any Regulatory Authority.
- (d) the form and terms of the Shares and the Agent's Warrants shall be satisfactory to the Agent, acting reasonably;

- (e) all actions required to be taken by or on behalf of the Issuer including the passing of all requisite resolutions of the directors of the Issuer and all requisite filings with governmental authorities will have occurred at or prior to the Closing Time, so as to validly authorize the due execution and delivery of the Transaction Agreements, the Private Placement and the creation and issuance of the Securities, in each case having the attributes contemplated by the Transaction Agreements;
- (f) the Issuer shall have obtained all required third party consents and waivers, if any, under its material contracts in connection with the transactions contemplated by the Transaction Agreements in form and substance satisfactory to the Agent, and such consents and waivers shall not have been amended or rescinded;
- (g) the representations and warranties of the Issuer contained herein shall be true and correct as of the Closing Time, with the same force and effect as if made at and as of the Closing Time (except in respect of representations and warranties that are made as of a specified date, in which case they will be true and correct only as at that date), after giving effect to the transactions contemplated hereby;
- (h) the Issuer shall have complied with all covenants contained herein and satisfied all terms and conditions contained herein to be complied with and satisfied by it at or prior to the Closing Time;
- (i) the Shares and Agent's Warrant Shares will have been approved for listing on the Exchange, subject only to the standard listing conditions;
- (j) the Agent will have received such other certificates, opinions, agreements, materials or documents, in form and substance satisfactory to the Agent, as the Agent may reasonably request; and
- (k) the Issuer shall have obtained and provided copies to the Agent of all required consents, rulings and approvals of the relevant governmental authorities to qualify as an issuing corporation for inclusion in the QSSP such that the Shares are eligible investments for QSSPs.

10.2 In addition to the conditions for the benefit of the Agent set out in Section 10.1, the Closing and the obligations of the Issuer and the Agent to complete the issue and sale of the Securities are subject to:

- (a) receipt of all required regulatory and Exchange approvals of the Private Placement; and
- (b) the removal or partial revocation of any cease trading order or trading suspension made by any competent authority to the extent necessary to complete the Private Placement.

10.3 On any Over-Allotment Option Closing Date, the obligation of the Agent to complete the Over-Allotment Option Closing is subject to the condition for the benefit of the Agent that the Agent shall have received opinions, certificates, documents and assurances of substantially

similar to those set forth in Section 10.1 with appropriate modifications to reflect the Over-Allotment Shares and the timing of such Over-Allotment Option Closing Date, satisfactory in all respects in form and substance to the Agent and its counsel.

## **11. MATERIAL CHANGES**

The Issuer agrees that if, between the date of this Agreement and the Closing Date and any Over-Allotment Option Closing Date, a Material Change, or a change in a Material Fact occurs, the Issuer will:

- (a) as soon as practicable notify the Agent in writing, setting forth the particulars of such change;
- (b) as soon as practicable, issue and file with the Regulatory Authorities a press release that is authorized by a senior officer disclosing the nature and substance of the change;
- (c) as soon as practicable file with the Commissions the report required by the Applicable Legislation and in any event no later than 10 days after the date on which the change occurs; and
- (d) provide copies of that press release, when issued, and that report, when filed, to the Agent and its solicitor.

If between the date of this Agreement and the Closing Date and any Over-Allotment Option Closing Date events or circumstances arise or occur which are of such a nature that there may be reasonable doubt as to whether notice should be given under this Section 10, the Issuer shall promptly and in good faith discuss the same with the Agent.

## **12. RESALE RESTRICTIONS**

The Shares, the Agent's Warrants and the Agent's Warrant Shares will be subject to the hold period prescribed under National Instrument 45-102 - *Resale of Securities*.

## **13. TERMINATION**

13.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Issuer at any time prior to the completion of the Private Placement on the Closing Date (or, in the case of any exercise of the Over-Allotment Option, prior to the completion of the relevant Over-Allotment Option Closing) if:

- (a) there is, in the sole opinion of the Agent, a Material Change or a change in any Material Fact or a new Material Fact shall arise which would be expected to have a material adverse change or effect on the business, affairs, prospects, financial condition, assets or profitability of the Issuer or on the market price, value or the marketability of the securities of the Issuer;

- (b) there should develop, occur or come into effect any event of any nature, including without limitation, terrorism, accident, or new or change in governmental law or regulation or other condition or financial occurrence of national or international consequence, which, in the sole opinion of the Agent, adversely affects or may seriously adversely affect the financial markets or the business, affairs, prospects, financial condition, assets or profitability of the Issuer or the market price, value or the marketability of the securities of the Issuer;
- (c) there is an inquiry, investigation or proceeding (whether formal or informal) in relation to the Issuer or any one of the officers or directors of the Issuer or any of its principal shareholders, where wrongdoing is alleged;
- (d) any order to cease trading in any securities of the Issuer is made or threatened by a Regulatory Authority;
- (e) the Issuer is in material breach of a term, condition or covenant of this Agreement or any representation or warranty given by the Issuer in this Agreement becomes or is false;
- (f) the state of the financial markets is such that, in the sole opinion of the Agent, it would be unprofitable to continue to offer the Shares for sale; or
- (g) the Agent is not satisfied, in its sole discretion, with the results of the due diligence review and investigation, conducted by it or on its behalf, of the Issuer, its properties, businesses, operations, affairs, prospects, liabilities (contingent or otherwise), financial condition or assets.

#### **14. REPRESENTATIONS, WARRANTIES AND COVENANTS**

14.1 The Issuer represents and warrants to the Agent, and acknowledges that the Agent is relying upon such representations and warranties in entering into this Agreement, that:

- (a) the Issuer has no subsidiaries or affiliates within the meaning of the QBCA;
- (b) the Issuer is duly incorporated and validly existing and in good standing under the corporate laws of its jurisdiction of incorporation and no proceedings have been instituted or, to the knowledge of the Issuer, are pending for the dissolution or liquidation or winding-up of the Issuer;
- (c) the authorized capital of the Issuer consists of an unlimited number of Common Shares without par value of which, immediately prior to completion of the Private Placement, 52,564,797 Common Shares are duly and validly issued and outstanding as fully paid and non-assessable shares in the capital of the Issuer;
- (d) except as properly disclosed in the Disclosure Record, no person, firm or corporation has any agreement, option, right or privilege, whether pre-emptive, contractual or otherwise, capable of becoming an agreement for the purchase, acquisition, subscription for or issuance of any of the unissued shares of the Issuer, or other securities convertible, exchangeable or exercisable for shares of

the Issuer or to require the Issuer to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

- (e) all of the material transactions of the Issuer have been promptly and properly recorded or filed in or with its books or records as required by applicable law and its minute books contain, in all material respects all of its material transactions, all records of the meetings and proceedings of its directors, shareholders and other committees, if any, since incorporation;
- (f) the Issuer has the corporate power and capacity to own assets owned by it and to carry on the business carried on and proposed to be carried on by it, and the Issuer holds all licences and permits that are required for carrying on its business in the manner in which such business has been carried on and is duly qualified to carry on business in all jurisdictions in which it carries on business, except to the extent that failure to hold any such license or permit would not have a material adverse effect upon the Issuer;
- (g) the Issuer has good title to its material assets free and clear of all material liens, charges and encumbrances of any kind;
- (h) the Issuer has all requisite corporate power and authority to enter into the Transaction Agreements and to perform the transactions contemplated thereby, and the issuance and sale by the Issuer of the Securities has been duly authorized by all necessary corporate action of the Issuer, and this Agreement has been, and the other Transaction Agreements will be, duly executed and delivered by the Issuer and this Agreement is, and the other Transaction Agreements will upon execution and delivery in accordance with the terms hereof be, a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject to bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and except as limited by the application of equitable remedies which may be granted in the discretion of a court of competent jurisdiction;
- (i) the Issuer is not in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease, license or other agreement or instrument to which the Issuer is a party or by which it may be bound, or to which any of the property or assets of the Issuer is subject (collectively, "Agreements and Instruments"). The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and in the Transaction Agreements (including the authorization, issuance, sale and delivery of the Securities, and the use of the proceeds from the sale of the Shares) and compliance by the Issuer with its obligations hereunder, do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien upon any property or assets of the Issuer pursuant to the Agreements and Instruments, nor will such

action result in any violation or conflict with the provisions of the constating documents of the Issuer or any existing applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Issuer or any of its assets, properties or operations, except for such violations or conflicts that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect. As used herein, a “Repayment Event” means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Issuer;

- (j) upon their issuance, the Securities will be validly allotted, issued and outstanding, fully paid and non-assessable, free and clear of liens, charges or encumbrances of any kind whatsoever;
- (k) Computershare Investor Services Inc. at its office in Montreal acts as the registrar and transfer agent for the Common Shares of the Issuer;
- (l) the minute books and records of the Issuer made available to counsel for the Agent in connection with its due diligence investigation of the Issuer for the period from the date of incorporation, to the date of this Agreement are all of the minute books and records of the Issuer from incorporation to present and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Issuer 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 Issuer to the date of this Agreement not reflected in such minute books and other records, other than those which have been disclosed to the Agent or which are not material in the context of the Issuer;
- (m) the Issuer has insurance against loss of, or damage to, its material assets including property and casualty for all of its operations in amounts and on terms that in the view of the Issuer’s management are reasonable for operations such as those of the Issuer;
- (n) the annual financial statements of the Issuer for its fiscal year ended May 31, 2011, and any notes thereto (the “Annual Financial Statements”) have been prepared in accordance with Canadian GAAP consistently applied and are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Issuer for the period then ended;
- (o) the unaudited financial statements of the Issuer, as amended, for the nine months ended February 29, 2012 and notes thereto (the “Interim Financial Statements” and together with the Annual Financial Statements, the “Issuer’s Financial Statements”), are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Issuer for the

period then ended and such financial statements will have been prepared in accordance with GAAP applied on a consistent basis and there have been no material adverse changes in the financial position of the Issuer since the date thereof, and the business of the Issuer has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

- (p) the Issuer maintains, and will maintain, at all times prior to the Closing Date a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any difference, (v) material information relating to the Issuer is made known to those responsible for the preparation of the financial statements during the period in which the financial statements have been prepared;
- (q) there has been no change in accounting policies or practices of the Issuer since its date of incorporation other than as properly disclosed in the Disclosure Record;
- (r) the Issuer is not indebted to any of its directors or officers (collectively the "Principals"), other than on account of directors fees, salaries, bonus and other employment or consulting compensation or expenses accrued but not paid, or to any of its shareholders (the "Common Shareholders");
- (s) none of the Principals or Common Shareholders is indebted or under obligation to the Issuer, on any account whatsoever, other than for: (i) payment of salary, bonus and other employment or consulting compensation; (ii) reimbursement for expenses duly incurred in connection with the business of the Issuer; and (iii) for other standard employee benefits made generally available to all employees;
- (t) the Issuer has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation whatsoever;
- (u) there are no material liabilities of the Issuer, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Interim Financial Statements except those incurred in the ordinary course of its business since February 29, 2012;
- (v) since February 29, 2012, there has not been any adverse material change of any kind whatsoever in the financial position or condition of the Issuer or any damage, loss or other change of any kind whatsoever in circumstances materially affecting their business, affairs, capital, prospects or assets, or the right or capacity of the Issuer to carry on its business, such business having been carried on in the ordinary course except as disclosed in writing to the Agent;

- (w) except as disclosed to the Agent in writing, there are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Issuer;
- (x) all contracts and agreements material to the Issuer (collectively the “Material Contracts”) have been disclosed and copies thereof have been provided to the Agent and the Issuer has not approved, entered into any binding agreement in respect of, or has any knowledge of, the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Issuer, whether by asset sale, transfer of shares or otherwise;
- (y) there are no amendments to the Material Contracts that have been made or, to the knowledge of the Issuer, are proposed to be made;
- (z) the Issuer has no knowledge of any proposed or planned disposition of common shares of the Issuer by any shareholder who owns, directly or indirectly, 10% or more of the outstanding common shares of the Issuer;
- (aa) all tax returns, reports, elections, remittances, filings, withholdings and payments of the Issuer required by applicable laws to have been filed or made, have been filed or made (as the case may be) and are true, complete and correct in all material respects and all material amounts of taxes owing of the Issuer as at the end of its most recently completed fiscal year have been paid or accrued in the Issuer’s Financial Statements;
- (bb) the Issuer has made adequate provision for all taxes payable and the Issuer is not aware of any material contingent tax liability of the Issuer not adequately reflected in the Annual Financial Statements;
- (cc) no examination of any tax return of the Issuer is currently in progress and there are no material issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable by the Issuer. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Issuer;
- (dd) there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the Issuer’s knowledge, pending, threatened against or affecting the Issuer or to the Issuer’s knowledge, its directors or officers at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever and, to the Issuer’s knowledge, there is no basis therefor;
- (ee) the Issuer has not been in material violation of, in connection with the ownership, use, maintenance or operation of its property and assets, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licences, certificates or approvals having the force of law, domestic or

foreign, relating to environmental, health or safety matters or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, “Environmental Laws”);

- (ff) no notice with respect to any of the matters referred to in the immediately preceding paragraph, including any alleged violations by the Issuer with respect thereto has been received by the Issuer and no writ, injunction, order or judgement is outstanding, and no legal proceeding under or pursuant to any Environmental Laws or relating to the ownership, use, maintenance or operation of the property and assets of the Issuer is in progress, threatened or, to the best of the Issuer’s knowledge, pending, which could be expected to have a material adverse effect on the Issuer and there are no grounds or conditions which exist, on or under any property now or previously owned, operated or leased by the Issuer on which any such legal proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the giving of notice or both, would give rise to any such legal proceeding;
- (gg) none of the Issuer, nor its directors or officers are in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever where non-compliance would have a material adverse effect on the Issuer;
- (hh) except as set out in this Agreement, there is no person, firm or corporation which has been engaged by the Issuer to act for the Issuer in raising capital for the Issuer and no person, firm or corporation (other than the Agent) is entitled to any brokerage or finder’s fee in connection with this Agreement or the transactions contemplated hereunder;
- (ii) to the knowledge of the Issuer, none of the Issuer, nor any of its employees or agents have made any unlawful contribution or other payment to any official or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, United States or provincial or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws, in a manner that would reasonably be expected to have a material adverse effect on the Issuer;
- (jj) the operations of the Issuer are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of Canada and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court of governmental authority or any arbitrator or non-governmental authority involving the Issuer with respect to the Money Laundering Laws is to the best knowledge of the Issuer pending or threatened;
- (kk) no material labour dispute with the employees of the Issuer or currently exists or, to the knowledge of the Issuer, is imminent. The Issuer is not a party to any

collective bargaining agreement and, to the knowledge of the Issuer no action has been taken or is contemplated to organize any employees of the Issuer;

- (ll) the forms of certificates representing the Securities have been duly approved by the Issuer and comply with the provisions of the QBCA and Exchange requirements.
- (mm) with the exception of Form 45-106F1 - Report of Exempt Distribution and Form 45-106F6 (in British Columbia), no filing with, or authorization, approval, consent, license, order, registration, qualification or decree of any court or governmental authority or agency in Canada is necessary or required for the performance by the Issuer of its obligations under the Transaction Agreements, in connection with the Private Placement in the Selling Jurisdictions, or the consummation of the transactions contemplated by the Transaction Agreements;
- (nn) the Issuer has complied with and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions including, without limitation, the Applicable Legislation in relation to the issue of its securities, and in all matters relating to the Private Placement;
- (oo) all information and documentation concerning the Issuer (including but not limited to the Material Contracts), the Securities and the Private Placement, that has been provided to the Agent by the Issuer in connection with this Agreement is accurate and complete in all material respects and not misleading and will not omit to state any fact or information which would be material to an agent performing the services contemplated herein;
- (pp) apart from properties and assets currently owned by the Issuer, no other material property or assets are necessary for the conduct of the business of the Issuer as currently conducted; (ii) the Issuer does not know of any claim or the basis for any claim that might or could materially and adversely affect its right to use, transfer or otherwise exploit such property or assets, and (iii) the Issuer does not have any responsibility or obligation to pay any material commission, royalty, licence fee or similar payment to any person or entity with respect to the property and assets owned by the Issuer;
- (qq) the Issuer owns all rights under all trademarks, trademark applications, trade names, domain names, service marks, copyrights, technology, know how, intellectual property, or other intangible properties or assets (all of the foregoing being herein called "Intangibles") necessary to the business of the Issuer as presently conducted;
- (rr) except as disclosed in writing to the Agent, the Issuer has not transferred ownership of, or granted any licenses with respect to any Intangibles that are owned by the Issuer to any third party, or to the knowledge of the Issuer, permitted the Issuer's rights in such Intangibles to lapse or enter the public domain in such a manner to have caused a material adverse effect on the financial condition, results of operations, business, properties, assets or liabilities of the Issuer;

- (ss) to its knowledge, the Issuer has not infringed, is not infringing, nor has it received notice of infringement with respect to Intangibles of others. To its knowledge; the Issuer: (i) owns or has the right to use, free and clear of all liens, charges, claims, encumbrances, pledges, security interests, defects or other restrictions of any kind whatsoever, sufficient Intangibles, to conduct its business as presently conducted and (ii) is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensor of, or other claimant to, any Intangible respect to the use thereof or in connection with the conduct of its business as now conducted. The Issuer has either: (i) rights as a licensee; or (ii) in certain instances direct ownership of title to all its Intangibles, other proprietary rights, confidential information and know-how; owns or has adequate licenses to use Intangibles as are currently used in or have potential for use in its business;
- (tt) to its knowledge, no person or entity is infringing or misappropriating any Intangibles that are owned by the Issuer in a manner that would have a material adverse effect on the Issuer. The Issuer has not provided notice to any third party: (i) that the operation of the business of the third party or any act, product or service of the third party infringes or misappropriates the Intangibles that are owned by the Issuer or constitutes unfair competition or unfair trade practices under the legal requirements of any jurisdiction; or (ii) challenging the ownership, validity, enforceability or registerability of any third party intellectual property; and
- (uu) the Disclosure Record contains no untrue statement of a material fact nor does it omit to state a material fact which, as at the date of filing of any particular document, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made and the documents comprising the Disclosure Record were prepared in accordance with and comply with Applicable Legislation and the Issuer is not in default of its filings under, nor has it failed to file or publish any material document required to be filed or published under the Applicable Legislation.

14.2 The representations and warranties of the Issuer contained in this Agreement shall be true at the Closing Time and any Over-Allotment Option Closing Time as though they were made at the Closing Time or such Over-Allotment Option Closing Time, as the case may be, and they shall survive the completion of the transactions contemplated under this Agreement.

14.3 The Agent represents and warrants to the Issuer that:

- (a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was incorporated;
- (b) it is duly registered in the category or categories required in the Selling Jurisdictions under Applicable Legislation to distribute the Shares in accordance with this Agreement;

- (c) the execution and delivery of, and the performance of and compliance with the terms of, this Agreement and the performance of any of the transactions contemplated hereby by the Agent, do not and will not result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under the Applicable Legislation; and
- (d) it has the power and authority to enter into this Agreement and to perform its obligations set out herein, and this Agreement has been duly authorized, executed and delivered by the Agent and represents a legal, valid and binding obligation of the Agent enforceable against such Agent in accordance with its terms, subject to bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and except as limited by the application of equitable remedies which may be granted in the discretion of a court of competent jurisdiction.

## **15. EXPENSES OF THE AGENT**

15.1 The Issuer will pay all expenses and fees related to the Private Placement including, without limitation: (i) all expenses of or incidental to the creation, issue, sale and distribution of the Securities; (ii) the fees and expenses of the Issuer's legal counsel; (iii) all costs incurred in connection with the preparation of documentation relating to the Private Placement, including, without limitation, qualifying as an issuing corporation for inclusion in the QSSP; (iv) all reasonable expenses incurred by the Agent (including, without limitation, out-of-pocket expenses, telephone charges, road show expenses, expenses related to the preparation and printing of any marketing documents or marketing devices and travel and accommodation expenses); (v) entertainment expenses incurred by the Agent not to exceed \$300; and (vi) the reasonable fees and disbursements of the Agent's legal counsel, subject to a maximum of \$50,000, exclusive of taxes and disbursements. The Agent's legal counsel shall be entitled to enforce the obligation of the Issuer to pay such legal fees and disbursements directly against the Issuer as if such counsel were a signatory to this Agreement.

15.2 The Issuer will pay the expenses referred to in the previous Subsection even if the transactions contemplated by this Agreement are not completed or this Agreement is terminated.

15.3 The Issuer authorizes the Agent to deduct its expenses in connection with Private Placement from the proceeds of the Private Placement and any advance payments made by the Issuer.

## **16. CONSENT TO ISSUE SECURITIES**

The Issuer agrees not to issue or sell or announce the issuance or sale of any shares of the Issuer for a period of 121 days from the Closing Date without the prior written consent of the Agent (such consent not to be unreasonably withheld) except in conjunction with:

- (a) Common Shares of the Company issuable under stock options, currently outstanding convertible securities or incentive plans of the Company; or

- (b) any agreement regarding the acquisition or disposition of a property or interest by the Company including any such future issuances requiring the Company to issue Common Shares.

## **17. INDEMNITY**

17.1 In connection with this engagement, the Issuer agrees to indemnify and hold harmless the Agent, any members of any selling troupe or syndicate that may be formed, their respective affiliates and their respective directors, officers, agents, employees, partners, advisors and shareholders (collectively the “Indemnified Parties”) to the full extent lawful, from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind (collectively, “Claims”) other than lost profits or remuneration or other costs of personnel, and including any reasonable amount paid with the consent of the Issuer, not to be unreasonably withheld, to settle a Claim, related to or arising out of such engagement or the Agent’s role in connection therewith, and will reimburse the Indemnified Parties for all expenses (other than remuneration or other cost of personnel or expenses in the nature of overhead but including the fees of counsel on a solicitor and client basis as set forth below) reasonably incurred by the Indemnified Parties in connection with investigating, preparing or defending any such Claim whether or not in connection with pending or threatened litigation to which it is a party. The Issuer will not be responsible for any Claims or expenses associated therewith which are judicially, in a final non-appealable judgment, determined to have resulted from the wilful misconduct, bad faith or gross negligence of any Indemnified Party hereunder. The Issuer also agrees that no Indemnified Party shall have any liability to the Issuer for or in connection with such engagement except as a result of their wilful misconduct, bad faith or gross negligence determined by a court of competent jurisdiction. The foregoing indemnity shall be in addition to any rights that the Agent or any Indemnified Party may have at common law or otherwise. The Issuer hereby waives any right it may have 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.

17.2 Promptly after receipt by the Agent or any other Indemnified Party of notice of or the communication of any Claim or of any fact which reasonably might give rise to any Claim, the Indemnified Party shall notify the Issuer in writing of such Claim or facts and the Issuer shall assume the investigation and defence or contestation thereof and shall employ counsel satisfactory to the affected Indemnified Party, acting reasonably, and the Indemnified Party shall not incur any expense as regards such Claim or facts, including any investigation for which the Issuer would be liable to indemnify without the Issuer’s prior written consent which shall not be unreasonably withheld. Failure by the Indemnified Party to so notify shall not relieve the Issuer of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Issuer of substantive rights or defences. Notwithstanding the foregoing, an Indemnified Party will be entitled to employ counsel separate from counsel to the Issuer or to any other party in such action at its own expense and participate in the defence thereof and may also employ such counsel if the Indemnified Party, acting reasonably, determines that: (a) a conflict of interest exists which makes representations by counsel chosen by the Issuer not advisable or that it is likely that such a conflict of interest will develop; (b) the Issuer has not assumed the defence of the action within a reasonable period of time after receiving notice of the claim; or (a) there are one or more defences available to the Indemnified Party that differ from

those available to the Issuer; in which case the fees and expenses at such counsel would be for the Issuer's account.

17.3 No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the Issuer's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld.

17.4 The Issuer shall not, pursuant to this indemnity, be obliged in any event to pay, as regards any particular Claim or series of related Claims, the fees and disbursements of more than one counsel in addition to those of its own counsel.

17.5 If for any reason the foregoing Indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Issuer will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Issuer or the Issuer's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Issuer will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim, any amount in excess of the fees actually received by the Indemnified Parties hereunder.

17.6 The Agent covenants and agrees that it shall use its reasonable efforts to cooperate fully with the Issuer in the investigation and defence of any Claim or potential Claim and to cause any other Indemnified Party to so cooperate. The Agent shall hold in trust for the benefit of Indemnified Parties other than the Agent the benefits accorded by this Section 17.

## **18. SELLING GROUP PARTICIPATION**

18.1 The Agent may offer selling group participation to selling groups of other licensed dealers, brokers and investments dealers, who may or who may not be offered part of the Agent's Fee, provided that, in no event shall the Issuer be liable to pay to the Agent or any member of such selling group an amount greater than that which is set out in Section 4 and Section 14 hereof.

## **19. NOTICE**

19.1 Any notice under this Agreement will be given in writing and must be delivered, sent by facsimile transmission, e-mail or mailed by prepaid post and addressed to the party to which notice is to be given at the address indicated below, or at another address designated by the party in writing.

If to the Issuer:

SENSIO Technologies Inc.  
1751 Richardson, Suite 4206  
Montreal, Québec  
H3K 1G6

Attention: Nicholas Routhier, President and CEO  
Facsimile: (514) 846-0329  
E-mail: nicholas.routhier@sensio.tv

If to the Agent:

NCP Northland Capital Partners Inc.  
100 King Street West  
Suite 3050  
Toronto, Ontario  
M5X 1C9

Attention: Bill Wasson  
Facsimile: (416) 216-0149  
E-mail: bwasson@northlandcp.com

With a copy to:

Miller Thomson LLP  
Scotia Plaza  
40 King Street West  
Suite 5800  
Toronto, Ontario  
M5H 3S1

Attention: David Judson  
Facsimile: (416) 595-8695  
E-mail: djudson@millერთhompson.com

19.2 If notice is sent by e-mail, facsimile transmission or is delivered, it will be deemed to have been given at the time of transmission or delivery.

19.3 If notice is mailed, it will be deemed to have been received 48 hours following the date of mailing of the notice.

19.4 If there is an interruption in normal mail service due to strike, labour unrest or other cause at or prior to the time a notice is mailed the notice will be sent by e-mail, facsimile transmission or will be delivered.

## **20. TIME**

Time is of the essence of this Agreement.

## **21. SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

The representations, warranties, covenants and indemnities of the Issuer and the Agent contained in this Agreement will survive the Closing Date and any Over-Allotment Option Closing Date and shall continue in full force and effect for the benefit of the Agent or the Issuer, as the case may be, indefinitely, regardless of any investigation which the Agent or the Issuer, as the case may be, may carry on or which may be carried on, on behalf of the Agent or the Issuer, as the case may be.

## **22. ENUREMENT**

This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.

## **23. HEADINGS**

The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

## **24. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and supersedes any other previous agreement (including, without limitation, the engagement letter dated September 10, 2012) between the parties with respect to the Private Placement and there are no other terms, conditions, representations or warranties whether express, implied, oral or written by the Issuer or the Agent.

## **25. COUNTERPARTS**

This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

## **26. LAW**

This Agreement is governed by the law of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of Ontario with respect to any matter, proceeding or dispute related to this Agreement.

## **27. AMENDMENT**

No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by the parties directly affected by such alteration, amendment, modification or interpretation.

**28. FURTHER ASSURANCES**

The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing Date, reasonably require in order to carry out the full intent and meaning of this Agreement.

**29. ASSIGNMENT**

This Agreement may not be assigned by any party hereto without the prior written consent of all the parties hereto.

**30. SEVERABILITY**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

**SENSIO TECHNOLOGIES INC.**

Per: (signed) Nicholas Routhier

Name: Nicholas Routhier

Title: President and CEO

**NCP NORTHLAND CAPITAL PARTNERS  
INC.**

Per: (signed) Bill Wasson

Name: Bill Wasson

Title: Managing Director and Head  
of Investment Banking