

AGENCY AGREEMENT

February 22, 2021

iFabric Corp.
525 Denison Street, Unit 1
Markham, Ontario L3R 1B8

Attention: Hylton Karon, President and Chief Executive Officer

Dear Sirs/Mesdames:

Stifel Nicolaus Canada Inc., as lead agent and sole book runner ("**Stifel GMP**" or the "**Lead Agent**") along with iA Private Wealth Inc. and Canaccord Genuity Corp. (collectively with the Lead Agent, the "**Agents**") understand that iFabric Corp. (the "**Corporation**") proposes to issue and sell up to 2,564,102 subscription receipts ("**Subscription Receipts**") at a price of \$3.90 per Subscription Receipt (the "**Issue Price**"), on a commercially reasonable "best efforts" private placement basis, for aggregate gross proceeds of up to \$9,999,997.80 (the "**Offering**").

The Subscription Receipts will be created and issued pursuant to the terms and conditions of a subscription receipt agreement (the "**Subscription Receipt Agreement**") to be entered into on the Closing Date (as defined herein) among the Corporation, the Lead Agent, on behalf of the Agents, and Computershare Trust Company of Canada, in its capacity as subscription receipt agent thereunder (the "**Subscription Receipt Agent**"). Upon delivery by the Corporation and the Lead Agent of the Escrow Release Notice (as defined in the Subscription Receipt Agreement) to the Subscription Receipt Agent on or before the Release Deadline (as defined herein), each Subscription Receipt will be automatically converted on the third Business Day following the date the Subscription Receipt Agent receives the Escrow Release Notice (the "**Conversion Date**") without payment of any additional consideration or further action on the part of the holder thereof into one unit of the Corporation (a "**Unit**"), with each such Unit comprised of one common share in the capital of the Corporation (a "**Unit Share**") and one-half of one common share purchase warrant of the Corporation (each whole common share purchase warrant, a "**Warrant**"). Each Warrant shall be exercisable to acquire one common share of the Corporation (a "**Warrant Share**"), at a price of \$4.60 per Warrant Share, until 24 months from the Conversion Date, subject to adjustment. The Warrants shall be created, governed and issued pursuant to the terms and conditions of a warrant indenture (the "**Warrant Indenture**") to be entered into on the Closing Date (as defined herein) between the Corporation and Computershare Trust Company of Canada, in its capacity as warrant agent thereunder.

The specific attributes of the Subscription Receipts and the Warrants shall be set forth in the Subscription Receipt Agreement and Warrant Indenture, respectively. The description of the Subscription Receipts and the Warrants contained in this Agreement is a summary only and is subject to the specific attributes and detailed provisions of the Subscription Receipt Agreement and Warrant Indenture, as applicable, and which shall prevail and take precedence in the event of any conflict.

In addition, the Corporation hereby grants the Agents an option (the "**Agents' Option**") to increase the size of the Offering by up to an additional 15% of Subscription Receipts (the "**Additional Subscription Receipts**") at the Issue Price sold pursuant to the Offering. The Agents' Option shall be exercisable, in whole or in part by giving written notice of the exercise of the Agents' Option, or a part thereof, to the Corporation at any time, and from time to time, until the 14th day following the Closing Date. If the Escrow

Release Condition has been satisfied prior to the Option Closing Date (as defined herein), the Agents' Option shall be exercisable for an equal number of Units (the "**Additional Units**").

Unless the context otherwise requires, references to "**Subscription Receipts**" means all of the Subscription Receipts to be issued pursuant to the Offering, including any Additional Subscription Receipts, references to "**Units**" means all of the Units to be issued pursuant to the Offering, including any Units underlying the Additional Subscription Receipts and the Additional Units, references to "**Unit Shares**" means all of the Unit Shares to be issued pursuant to the Offering, including any Unit Shares comprised of the Units underlying the Additional Subscription Receipts and the Additional Units, references to "**Warrants**" means all of the Warrants to be issued pursuant to the Offering, including the Penalty Warrants and any Warrants comprised of the Units underlying the Additional Subscription Receipts and the Additional Units, references to "**Warrant Shares**" means all of the Warrant Shares to be issued pursuant to the Offering, including the Warrant Shares underlying the Penalty Warrants and any Warrants comprising the Units underlying the Additional Subscription Receipts and the Additional Units, references to the "**Offering**" includes the Agents' Option, and references to "**Underlying Securities**" means the Units, the Unit Shares and the Warrants.

The Corporation shall use reasonable commercial efforts to obtain a Final Receipt (as defined herein) for the Final Prospectus (as defined herein) qualifying the Units, the Unit Shares, the Warrants and the Compensation Options for distribution (the "**Escrow Release Condition**") on or before March 8, 2021 (the "**Penalty Deadline**") but, in any event, no later than April 8, 2021 (the "**Release Deadline**").

In the event the Escrow Release Condition has not been satisfied prior to 5:00 p.m. (Toronto Time) on the Penalty Deadline, each holder of Subscription Receipts shall thereafter be entitled to acquire an additional one-half of one (0.5) Warrant for each Unit to be issued to such holder upon the conversion of the Subscription Receipts, such that each Unit shall be comprised of one Unit Share and one whole Warrant (collectively, the "**Penalty Warrants**"), without further payment or action on the part of the holder.

On the Closing Date and the Option Closing Date, as applicable, the gross proceeds from the Offering, less 50% of the Agents' Commission (as defined herein) and the Agents' Expenses (as defined herein) incurred up to and including the Closing Date and the Option Closing Date, as applicable, will be deposited in escrow with the Subscription Receipt Agent in accordance with the Subscription Receipt Agreement; provided, however that if the Escrow Release Condition is satisfied prior to the Option Closing Date, the gross proceeds of the Offering, less 100% of the Agents' Commission and the Agents' Expenses payable upon exercise of the Agents' Option, will be paid to the Corporation.

Upon the receipt by the Subscription Receipt Agent of the Escrow Release Notice on or before the Release Deadline: (A) the Escrowed Funds (as defined in the Subscription Receipt Agreement) shall be released from escrow by the Subscription Receipt Agent in accordance with the Subscription Receipt Agreement; and (B) each Subscription Receipt shall be automatically converted, without any further action or payment of any additional consideration by the holder thereof, into one Unit at 5:00 p.m. (Toronto time) on the Conversion Date. The Subscription Receipts shall not be convertible into Units prior to the Conversion Date. In the event the Escrow Release Condition is not satisfied prior to the Release Deadline, then each Purchaser shall be entitled to receive an amount equal to the greater of: (i) the aggregate Issue Price in respect of such holder's Subscription Receipts; and (ii) such holder's pro rata portion of the Escrowed Funds, less applicable withholding taxes, if any. To the extent the Escrowed Funds are not sufficient to return to the Purchasers such amounts, the Corporation shall be solely responsible and liable to the Purchasers for any shortfall and shall contribute such amounts as are necessary to satisfy any shortfall.

Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, the Corporation hereby appoints the Agents, as the Corporation's exclusive agents, to offer for sale, on a commercially reasonable "best efforts" private placement basis, without underwriter

liability, the Subscription Receipts to be issued and sold pursuant to the Offering. The Agents may arrange for purchasers of the Subscription Receipts, on a private placement basis, in: (i) each of the provinces and territories of Canada, except Quebec; (ii) the United States (as defined herein); and (iii) such other jurisdictions outside of Canada and the United States as agreed to by the Lead Agent, on behalf of the Agents, and the Corporation (collectively, the **“Offering Jurisdictions”**).

In consideration of the services to be rendered by the Agents in connection with the Offering, the Corporation shall pay the Agents a cash fee equal to 6.0% of the gross proceeds of the Offering (the **“Agents’ Commission”**) (including pursuant to the exercise of the Agents’ Option). In addition, the Corporation shall issue to the Agents compensation option receipts (**“Compensation Option Receipts”**) equal to 6.0% of the total number of Subscription Receipts sold pursuant to the Offering (including pursuant to any exercise of the Agents’ Option). Each Compensation Option Receipt shall be automatically exchanged, without payment of any additional consideration, for one compensation option (each, a **“Compensation Option”**) on the earlier of the Conversion Date and the Release Deadline. Each Compensation Option shall be exercisable for one common share in the capital of the Corporation (each, a **“Compensation Option Share”**) at the Issue Price for a period of 24 months following the date of issuance. The Compensation Option Receipts will be issued to the Agents on the Closing Date and the Option Closing Date, as applicable. If, for any reason, the Corporation is unable to issue the Compensation Option Receipts to the Agents, the Corporation shall pay the Agents another form of compensation of comparable value, to be agreed upon by the Corporation and the Agents, each acting reasonably. An amount equal to 50% of the Agents’ Commission and the Agents’ Expenses shall be paid by the Corporation to the Agents on the Closing Date and the Option Closing Date, as applicable. The remaining 50% of the Agents’ Commission will be deposited into escrow on the Closing Date and the Option Closing Date, as applicable, and form part of the Escrowed Funds and shall only be payable upon the satisfaction of the Escrow Release Condition. If the Escrow Release Condition has been satisfied prior to the Option Closing Date, on the Option Closing Date the Agents shall receive: (1) 100% of the Agents’ Commission and the Agents’ Expenses payable upon exercise of the Agents’ Option; and (2) that number of Compensation Options equal to the number of Compensation Option Receipts that would have been payable to the Agents had the Option Closing Date occurred prior to the Escrow Release Condition being satisfied.

The Agents shall be permitted to appoint, at their sole expense, other registered dealers or other dealers (duly qualified in their respective jurisdictions) (the **“Selling Group”**), in each case acceptable to the Corporation, acting reasonably, as their sub-agents to assist with the Offering in the Offering Jurisdictions, and the Agents may determine, and shall be solely responsible for, the remuneration payable to such other dealers appointed by them.

The parties acknowledge that none of the Subscription Receipts, the Underlying Securities or the Warrant Shares have been, or will be, registered under the U.S. Securities Act (as defined herein) or any U.S. state securities laws. The Subscription Receipts and the Underlying Securities will be offered and sold to, or for the account or benefit of, persons in the United States and U.S. Persons (as defined herein) on a private placement basis and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Corporation and the Agents contained in Schedule “A” hereto. All actions to be undertaken by the Agents to, or for the account or benefit of, persons in the United States and U.S. Persons in connection with the matters contemplated herein shall be undertaken through an Agent’s duly registered broker-dealer affiliate in the United States (each, a **“U.S. Affiliate”**).

The Agents acknowledge, understand, agree and covenant that (i) the Compensation Option Receipts, Compensation Options and Compensation Option Shares (collectively, the **“Compensation Securities”**) have not been and will not be registered under the U.S. Securities Act (ii) they are acquiring the Compensation Securities for their own account and not for the benefit or account of any other person, (iii) the Compensation Options may not be exercised in the United States or by or on behalf of a person in the

United States or a U.S. Person (except pursuant to an exemption from the registration requirements of the U.S. Securities Act), and (iv) they will not engage in any means of “directed selling efforts” as that term is defined in Rule 902(c) of Regulation S (as defined herein) with respect to any Compensation Securities. In connection with the issuance of the Compensation Securities, each of the Agents represents and warrants that the Compensation Securities were not offered to it in the United States, it is not a U.S. Person, and it did not execute or deliver this Agreement in the United States.

This offer is conditional upon and subject to the additional terms and conditions set forth below:

Section 1 Definitions and Interpretation

- (1) **Definitions.** Unless expressly provided otherwise, where used in this Agreement or any schedule hereto, the following terms shall have the following meanings, respectively:

“**affiliate**”, “**associate**”, “**material fact**”, “**material change**”, “**misrepresentation**” and “**subsidiary**” have the respective meanings given to it in the *Securities Act* (Ontario);

“**Agents**” has the meaning given to it above;

“**Agents’ Commission**” has the meaning given to it above;

“**Agents’ Counsel**” means Borden Ladner Gervais LLP;

“**Agents’ Expenses**” has the meaning given to such term in Section 14;

“**Agreement**” means the agreement resulting from the acceptance by the Corporation of the offer made by the Agents by this letter, including the schedules attached to this letter, as amended or supplemented from time to time;

“**Applicable Laws**” means, in relation to any person, the Business or the Offering, all applicable laws, statutes, Authorizations, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, directives, rulings, subpoenas, or awards, and conditions of any grant or maintenance of any approval, permission, certification, consent, registration, authority or licence, any applicable federal or provincial pricing policies, and any other requirements of any Governmental Authority, by which such person is bound or having application to the Business or the Offering and any amendments or supplements to, or replacements and substitutions of, any of the foregoing;

“**Applicable Securities Laws**” means, unless otherwise indicated or the context otherwise requires, all applicable securities laws in each of the Offering Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdiction;

“**Authorizations**” means any approval, consent, exemption, ruling, authorization, notice, registration, permit, including an import permit or export permit, or acknowledgement that may be required from any Governmental Authority pursuant to Applicable Law, or which is otherwise required under Applicable Law for the parties to perform their obligations under this Agreement or in relation to the Business, including any, ethical review board approval or other authorization for a study, or other authorizations related to the Business;

“Business” means the business of the Corporation and its Subsidiaries as presently conducted or as proposed to be conducted and as more particularly described in the Documents;

“Business Assets” means all tangible and intangible property and assets owned (either directly or indirectly), leased, licensed, loaned, operated or used, including all real property, fixed assets, facilities, equipment, inventories and accounts receivable, by the Corporation and the Subsidiaries in connection with the Business;

“Business Day” means any day, other than a Saturday or Sunday on which banking institutions in Toronto, Ontario are open for commercial banking business during normal banking hours;

“Canadian Qualifying Jurisdictions” each of the provinces and territories of Canada, in which Purchasers are resident;

“Canadian Securities Laws” means, collectively, the Applicable Securities Laws of the Canadian Qualifying Jurisdictions and the policies of the TSX;

“Claim” has the meaning given to such term in Section 13(a);

“Closing” means the completion of the Offering as contemplated by this Agreement;

“Closing Date” means February 22, 2021 or such other date as the Corporation and the Lead Agent may agree;

“Closing Time” means 8:00 a.m. (Toronto time) on the Closing Date or such other date as the Corporation and the Lead Agent may agree;

“Common Shares” means the common shares in the capital of the Corporation, as constituted on the date hereof;

“Compensation Option Certificate” means the certificate evidencing the terms and conditions of the Compensation Options;

“Compensation Option Receipt Certificate” means the certificate evidencing the terms and conditions of the Compensation Option Receipts;

“Conversion Date” has the meaning given to it above;

“Corporation” has the meaning given to it above;

“Corporation’s Counsel” means Fogler, Rubinoff LLP;

“Debt Instrument” means any and all loans, bonds, notes, debentures, indentures, promissory notes, mortgages, guarantees or other instruments evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Corporation or a Subsidiary are a party or to which their property or assets are otherwise bound;

“distribution” and **“distribution to the public”** have the meanings given to it under Canadian Securities Laws;

“Documents” means, collectively, all information filed by or on behalf of the Corporation with the relevant Securities Commissions since January 1, 2020, pursuant to the requirements of Canadian Securities Laws, including without limitation, the Investor Presentation, the Corporation’s

prospectuses, annual reports, annual information forms, annual and interim financial statements and each related management discussion and analysis related thereto, information circulars, business acquisition reports, material change reports, press releases, all other information or documents publicly filed or otherwise publicly disseminated, and all agreements, records, corporate documentation, financial, marketing, regulatory, sales and operational information provided by the Corporation to the Agents;

“Documents Incorporated by Reference” means, without limitation, all financial statements, related management’s discussion and analysis, management information circulars, joint information circulars, annual information forms, material change reports or other documents filed by the Corporation, whether before or after the date of this Agreement, that are required to be incorporated by reference into the Final Prospectus under Applicable Securities Laws;

“Due Diligence Sessions” has the meaning given to it in Section 4;

“Employee Plans” shall have the meaning given to it in Section 7(1)(rrr);

“Engagement Letter” means the letter agreement dated January 28, 2021 between the Corporation and the Lead Agent in connection with the Offering;

“Environmental and Health Laws” has the meaning given to it in Section 7(1)(hhh);

“Escrow Release Notice” has the meaning given to such term in the Subscription Receipt Agreement;

“Escrowed Funds” has the meaning given to such term in the Subscription Receipt Agreement;

“Final Prospectus” means a (final) short form prospectus of the Corporation, including documents incorporated or deemed to be incorporated by reference therein, filed with the Securities Commissions of the Canadian Qualifying Jurisdictions by the Corporation which qualifies for distribution the Underlying Securities and the Compensation Options in the Canadian Qualifying Jurisdictions;

“Final Receipt” means the receipt issued by the Principal Regulator under the Prospectus Review Procedures for the Final Prospectus, which is deemed to also be a receipt of the Securities Commissions of the other Canadian Qualifying Jurisdictions pursuant to the Prospectus Review Procedures;

“Financial Statements” means the financial statements of the Corporation included in the Documents and the Documents Incorporated by Reference, including the notes to such statements and the related auditors’ report on such statements, if any;

“General Advertising” and **“General Solicitation”** have the meaning described in Rule 502(c) of Regulation D under the U.S. Securities Act, and includes, but is not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine, similar media or on the internet or broadcast over radio, television or on the internet and any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;

“Governmental Authority” means any provincial, territorial or federal, and as applicable in the circumstances, any foreign: (a) government; (b) court, arbitral or other tribunal or governmental or quasi-governmental authority of any nature (including any governmental agency, political subdivision, instrumentality, branch, department, official, or entity); (c) body or other

instrumentality exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature pertaining to government, including, without limitation, the U.S. Environmental Protection Agency, the Ontario Ministry of the Environment, Conservation and Parks and Health Canada; (d) any provincial, state, territorial or federal government or review board with jurisdiction over pricing of patented products or with jurisdiction over competition aspects of pricing of products; or (e) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Commissions, the TSX and the Investment Industry Regulatory Organization of Canada;

“**Hazardous Substances**” has the meaning given to it in Section 7(1)(hhh);

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

“**including**” means including without limitation;

“**Indemnified Party**” has the meaning given to such term in Section 13(a)1(a);

“**Intellectual Property Rights**” means all industrial and other intellectual property rights comprising or relating to (a) trademarks, trade dress, trade and business names, branding, brand names, logos, design rights, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing; (b) internet domain names registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (c) works of authorship, expressions, designs and industrial design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (d) inventions, discoveries, trade secrets, business and technical information, know-how, databases, data collections, patent disclosures and other confidential or proprietary information; and (e) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered, such registered rights including patent, trademark, industrial design and copyright, and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the Applicable Law of any jurisdiction which the Corporation operates;

“**Investor Presentation**” means the investor presentation dated as of January 21, 2021 prepared by the Corporation and used by the Agents in connection with the Offering;

“**Issue Price**” has the meaning given to it above;

“**knowledge of the Corporation**” (or similar phrases or knowledge qualifiers) means, with respect to the Corporation, the actual knowledge of its directors and officers after due and diligent inquiry;

“**Lead Agent**” has the meaning given to it above;

“**Leased Premises**” has the meaning given to it in Section 7(1)(aaaa);

“**Liens**” means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, easement, servitude, right

of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or right to use or occupy such property or assets;

“**Losses**” has the meaning given to it in Section 13(a)1(a) of this Agreement;

“**Material Adverse Effect**” or “**Material Adverse Change**” means (a) any event, occurrence, state of facts, effect or change on the Corporation and the Subsidiaries or the Business, as the case may be, in each case taken as a whole and as a going concern, that has had or could reasonably be expected to have a material adverse effect or change to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income, prospects or business operations of the Corporation and its Subsidiaries or the Business, as the case may be, in each case taken as a whole and as a going concern, or (b) any event, occurrence, state of facts, effect or change that would result in any Document, Prospectuses or any Supplementary Material containing a misrepresentation;

“**Material Agreement**” means any and all contracts, commitments, agreements (written or oral), instruments, leases or other documents, including licences, sub-licences, supply agreements, manufacturing agreements, distribution agreements, sales agreements, or any other similar type agreements, to which the Corporation or any Subsidiary is a party or to which their Business Assets are otherwise bound, and which is material to the Corporation and the Subsidiaries on a consolidated basis;

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

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

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

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

“**Non-Material Subsidiaries**” means CG Intimates Inc. (Delaware) and Intelligent Fabric Technologies Inc.;

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

“**Off-Balance Sheet Arrangement**” means with respect to any Person, any securitization transaction to which that Person or its subsidiaries is party and any other transaction, agreement or other contractual arrangement to which an entity unconsolidated with that Person is a party, under which that Person or its subsidiaries, whether or not a party to the arrangement, has, or in the future may have (a) any obligation under a direct or indirect guarantee or similar arrangement, (b) a retained or contingent interest in assets transferred to an unconsolidated entity or similar arrangement, (c) derivatives to the extent that the fair value thereof is not fully reflected as a liability or asset in the financial statements, or (d) any obligation or liability, including a contingent obligation or liability, to the extent that it is not fully reflected in the financial statements (excluding the footnotes to such financial statements) (for this purpose, obligations or liabilities that are not fully reflected in the financial statements (excluding the footnotes to such financial statements) include, without limitation (i) obligations that are not classified as a liability according to Canadian or United States generally accepted accounting principles and IFRS, as applicable (ii) contingent liabilities as to which, as of the date of the financial statements, it is not probable that a loss has been incurred or, if probable, is not reasonably estimable, or (iii) liabilities as to which the amount

recognized in the financial statements is less than the reasonably possible maximum exposure to loss under the obligation as of the date of the financial statements, but, in each case, exclude contingent liabilities arising out of litigation, arbitration or regulatory actions (not otherwise related to off-balance sheet arrangements));

“Offering” has the meaning given to it above;

“Offering Jurisdictions” has the meaning given to it above;

“Offering Termination Date” means the earlier of (i) the Conversion Date, and (ii) the Termination Date;

“Option Closing” has the meaning given to that term in Section 17 hereof;

“Option Closing Date” has the meaning given to that term in Section 17 hereof;

“Option Closing Time” means 8:00 a.m. (Toronto time) on the Option Closing Date or such other time on the Option Closing Date as the Corporation and the Lead Agent may agree in writing;

“Option Notice” has the meaning given to that term in Section 17 hereof;

“Ordinary Course” means, with respect to an action taken by a Person, that such action is consistent in all material respects with past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person, in each case, as is determined as of the relevant date;

“Owned Real Property” means the real property owned by the Corporation or its Subsidiaries located at 525 Denison Street, Markham ON L3R 1B8;

“person” or **“Person”** means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

“Preliminary Prospectus” means a preliminary short form prospectus of the Corporation, including documents incorporated or deemed to be incorporated by reference therein, filed with the Securities Commissions of the Canadian Qualifying Jurisdictions by the Corporation relating to the qualification for distribution of the Underlying Securities and the Compensation Options in the Canadian Qualifying Jurisdictions;

“Preliminary Receipt” means the receipt issued by the Principal Regulator under the Prospectus Review Procedures for the Preliminary Prospectus, which is deemed to also be a receipt of the Securities Commissions of the other Canadian Qualifying Jurisdictions pursuant to the Prospectus Review Procedures;

“Principal Regulator” means the Ontario Securities Commission, in its capacity as principal regulator under the Prospectus Review Procedures;

“Principal Securityholder” means securityholders of the Corporation that own, at the date hereof, or will own at the Closing Date after taking the Offering into account, securities representing 10%

or more of the outstanding equity of the Corporation, after giving effect to the exercise of any convertible securities owned or controlled by them;

“Prospectus Review Procedures” means the procedures of prospectus review in multiple jurisdictions under National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* and Multilateral Instrument 11-102 – *Passport System* (other than in Ontario);

“Prospectuses” has the meaning given to it in Section 6(1)(a)(ii);

“Purchaser” means, for the purposes of this Agreement, the person who executes a Subscription Agreement or, if such person executes a Subscription Agreement as a duly authorized agent of one or more principals, the principal or principals of such person;

“Qualified Institutional Buyer” means a “qualified institutional buyer” as such term is defined in Rule 144A(a)(1) under the U.S. Securities Act, that is also a U.S. Accredited Investor;

“Regulation S” means Regulation S adopted by the United States Securities and Exchange Commission under the U.S. Securities Act;

“Repayment Event” means any event or condition which gives the holder of any Debt Instrument (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a material portion of such indebtedness by the Corporation or the Subsidiaries;

“Required Permits” has the meaning given to it in Section 7(1)(iii);

“Securities Commissions” means, collectively, the securities commissions or similar regulatory authorities in each of the Offering Jurisdictions;

“Selling Group” has the meaning given to it above;

“Stock Option Plan” means the Corporation’s stock option plan approved by shareholders on March 26, 2019;

“Subscription Agreements” means, collectively, the subscription agreements for the Subscription Receipts pursuant to which Purchasers agree to subscribe for and purchase Subscription Receipts as herein contemplated and shall include, for greater certainty, all schedules and exhibits thereto, and **“Subscription Agreement”** means any one of them, as the context requires;

“Subscription Receipt Agent” has the meaning given to it above;

“Subscription Receipts” has the meaning given to it above;

“Subsidiaries” means the subsidiaries of the Corporation as listed in Schedule “B”, and **“Subsidiary”** means any one of them;

“Supplementary Material” means, collectively, any documents supplemental to the Final Prospectus required to be filed under Canadian Securities Laws;

“Tax Act” means the *Income Tax Act* (Canada), together with any and all regulations promulgated under the *Income Tax Act* (Canada), as amended from time to time;

“Termination Date” means the date upon which the Termination Notice (as defined in the Subscription Receipt Agreement) is delivered by the Corporation to the Lead Agent and the Subscription Receipt Agent in accordance with the Subscription Receipt Agreement;

“Transaction Documents” means, collectively, this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture, the Compensation Option Receipt Certificates, the Compensation Option Certificates and the certificates, if any, representing the Subscription Receipts, the Unit Shares, the Warrants and the Warrant Shares and any other documents or agreements executed in connection with the transactions contemplated hereunder;

“TSX” has the meaning given to it above;

“U.S. Accredited Investor” means an “accredited investor” as such term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act;

“U.S. Affiliate” has the meaning given to it above;

“U.S. Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended;

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

“U.S. Securities Act” means the U.S. Securities Act of 1933, as amended;

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

“Underlying Securities” has the meaning given to it above;

“United States” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

“Warrant” has the meaning given to it above;

“Warrant Indenture” has the meaning given to it above; and

“Warrant Shares” has the meaning given to it above.

- (2) **Division and Headings.** The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections, Subsections, Schedules and other subdivisions are to sections, subsections, schedules and other subdivisions of or to this Agreement.
- (3) **Currency.** Except as otherwise indicated, any reference to currency is to Canadian currency and all amounts to be paid or calculated pursuant to this Agreement shall be calculated and paid in Canadian currency.
- (4) **Schedules.** The following Schedules are attached to this Agreement and are deemed to be a part of and incorporated in this Agreement:

Schedule “A”	-	Compliance with United States Securities Laws
Schedule “B”	-	Subsidiaries

Section 2 **Sale on Exempt Basis**

- (1) The Agents shall use their commercially reasonable “best efforts” to arrange, severally, and not jointly nor jointly and severally, for the sale of the Subscription Receipts:
 - (a) in the Canadian Qualifying Jurisdictions on a private placement basis in compliance with Canadian Securities Laws such that the offer and sale of the Subscription Receipts does not obligate the Corporation to file a prospectus (other than the Preliminary Prospectus, the Final Prospectus or any Supplementary Material relating to the distribution of the Underlying Securities as contemplated in this Agreement and the Subscription Receipt Agreement);
 - (b) in the United States or to, or for the account or benefit of, U.S. Persons on a private placement basis in compliance with U.S. Securities Laws and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Corporation and the Agents contained in Schedule “A”; and
 - (c) in such other Offering Jurisdictions outside of Canada and the United States as consented to by the Corporation on a private placement basis in compliance with all Applicable Securities Laws of such other jurisdictions, provided that no prospectus, registration statement or similar document is required to be filed in such jurisdiction, no registration or similar requirement would apply with respect to the Corporation in such other jurisdictions and the Corporation does not thereafter become subject to any on-going continuous disclosure obligations in such other jurisdictions.
- (2) The Corporation undertakes to file, or cause to be filed, all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Subscription Receipts (including the Investor Presentation and a Form 45-106F1 with the Securities Commissions) such that the distribution of the Subscription Receipts to Purchasers may lawfully occur without the necessity of filing a prospectus, registration statement or other offering document in Canada or the United States (other than the Investor Presentation, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material relating to the distribution of the Underlying Securities as contemplated in this Agreement and the Subscription Receipt Agreement), and the Agents undertake to use commercially reasonable efforts to cause Purchasers to complete any forms required by Applicable Securities Laws. All fees payable in connection with such filings under Applicable Securities Laws shall be at the expense of the Corporation.
- (3) Neither the Corporation nor the Agents shall: (i) provide to prospective purchasers or Purchasers any document or other material or information that would constitute an offering memorandum within the meaning of Canadian Securities Laws, other than the Investor Presentation; or (ii) except in compliance with Applicable Securities Laws, engage in any form of General Advertising or General Solicitation in connection with the offer and sale of the Subscription Receipts.
- (4) The Corporation agrees that it shall obtain the prior approval of the Lead Agent as to the content and form of any press release relating to the Offering, such approval not to be unreasonably withheld or delayed. In addition, any press release announcing or otherwise referring to the Offering shall not be distributed to U.S. newswire services or disseminated in the United States and shall include a prominent notation on the top of the first page to the following effect: “*Not for distribution to United States newswire services or for dissemination in the United States*” and shall also include language to the following effect: “*This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States or to, or for the account*”

or benefit of, U.S. persons. The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available. "United States" and "U.S. person" are as defined defined in Regulation S under the U.S. Securities Act."

- (5) The obligations of the Agents hereunder are several and not joint, nor joint and several. No Agent shall be liable hereunder with respect to any act, omission or conduct of any other Agent.
- (6) The Corporation acknowledges that the Purchasers are relying on, and are entitled to the benefit of, the representations, warranties and covenants of the Corporation contained in this Agreement.

Section 3 Material Changes during the Distribution of the Subscription Receipts

- (1) During the period commencing as of the date hereof and ending up to and including the Offering Termination Date, the Corporation shall promptly inform the Lead Agent, on behalf of the Agents, of the full particulars of:
 - (a) any material change (actual, anticipated, contemplated or threatened) in the Business, affairs, operations, capital or condition (financial or otherwise) of the Corporation or its properties or assets, including the Business Assets;
 - (b) any material fact which has arisen or has been discovered and is required to be stated in the Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, or which would have been required to have been stated in the Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material had the fact arisen or been discovered on, or prior to, the date of such document;
 - (c) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, which change is, or may be, of such a nature as to render any statement in the Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material misleading or untrue in any material respect or which would result in a misrepresentation in the Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material or which would result in the Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material not complying with Canadian Securities Laws,
 - (d) any request of the Securities Commissions for any amendment to the Preliminary Prospectus, the Final Prospectus, any Supplementary Material or any part of the Documents or for any additional information;
 - (e) the receipt by the Corporation of any communication from any Securities Commissions or similar regulatory authority, the TSX, or any other competent authority relating to any part of the Preliminary Prospectus, the Final Prospectus, the Documents, any Supplementary Material or the distribution of the Subscription Receipts, the Underlying Securities, the Compensation Option Receipts or the Compensation Options; and
 - (f) the issuance by any Securities Commissions or similar regulatory authority, the TSX or by any other competent authority, of any order to cease or suspend trading of any securities of

the Corporation or of the institution or threat of institution of any proceedings for that purpose;

provided that if the Corporation is uncertain as to whether a material change, change, occurrence or event of the nature referred to in this Section 3(1) has occurred, the Corporation shall promptly inform the Agents of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agents as to whether the occurrence is of such a nature;

- (2) During the period commencing as of the date hereof and ending up to and including the Offering Termination Date, the Corporation shall:
- (a) if required to do so, issue or file, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Commissions, a press release, material change report or other document or any amendment to the Documents, Final Prospectus or Supplementary Material as may be required under Canadian Securities Laws and shall comply with all other applicable filing and other requirements under the Canadian Securities Laws; provided, however, that subject to compliance with Canadian Securities Laws, the Corporation shall not file any such new or amended disclosure documentation without first notifying the Lead Agent, on behalf of the Agents, and shall not issue or file, as applicable, any press release or material change report without giving the Lead Agent, on behalf of the Agents, an opportunity for review of the proposed forms; and
 - (b) promptly prepare any material which may be necessary and otherwise comply with all applicable requirements under Applicable Securities Laws arising as a result of such fact or change necessary to distribute the Subscription Receipts and/or the Underlying Securities in each of the Offering Jurisdictions.

Section 4 Due Diligence

Prior to the Closing Date, the Option Closing Date and prior to the filing of the Final Prospectus and, if applicable, any Supplementary Material, the Corporation shall allow the Agents the opportunity to conduct due diligence and to obtain results from such due diligence reasonably satisfactory to the Agents and in particular, the Corporation shall allow the Agents and Agents' Counsel to conduct all due diligence which the Agents may require in order to confirm the Documents, the Preliminary Prospectus, the Final Prospectus and any Supplementary Material are accurate, complete and current in all material respects and to fulfill the Agents' obligations as registrants and, in this regard, without limiting the scope of the due diligence inquiries that the Agents may conduct, the Corporation shall make available its senior management, directors and auditors to participate in one or more due diligence sessions (the "**Due Diligence Sessions**") to answer in person any questions that the Agents may have, the first such Due Diligence Session to be held prior to the Closing Date, and the Agents shall distribute a list of written questions to be answered in advance of such Due Diligence Sessions and the Corporation and auditors shall provide oral responses to such questions.

Section 5 Conditions of Closing

The Agents' obligations under this Agreement are conditional upon and subject to:

- (1) **Legal Opinions.** The Agents shall have received at the Closing Time legal opinions, dated the Closing Date, addressed to the Agents and Agents' Counsel, in form and substance acceptable to the Lead Agent (on behalf of the Agents) and Agents' Counsel, acting reasonably, from Corporation's Counsel, or local counsel with respect to those matters governed by the laws of jurisdictions in which the Corporation's Counsel are not qualified to practice, with respect to the

Corporation and the offer and sale of the Subscription Receipts in the Canadian Qualifying Jurisdictions (which counsel may rely as to matters of fact on certificates of public officials and officers of the Corporation and other documentation standard for legal opinions in transactions of a similar nature).

- (2) **Subsidiaries Opinions.** The Agents shall have received at the Closing Time legal opinions, dated the Closing Date, addressed to the Agents and Agents' Counsel, in form and substance satisfactory to the Lead Agent (on behalf of the Agents), acting reasonably, from counsel to the Subsidiaries (other than the Non-Material Subsidiaries), with respect to (which counsel may rely as to matters of fact on certificates of public officials and officers of the Corporation and other documentation standard for legal opinions in transactions of a similar nature): (i) the formation and subsistence in good standing of such Subsidiaries in their applicable jurisdiction of formation; (ii) such Subsidiaries having the corporate capacity and power to own and lease their properties and Business Assets and to conduct their Business as currently being conducted and as described in the Documents; (iii) as to the authorized and issued share capital of such Subsidiaries and to the ownership thereof; and (iv) such Subsidiaries being current with all corporate filings required to be made under their respective jurisdictions of formation and all other jurisdictions in which they exist or carry on any material business, and have all necessary licences, leases, permits, authorizations and other approvals necessary to permit them to conduct their respective Business as currently conducted.
- (3) **U.S. Securities Law Opinion.** If any Subscription Receipts are sold to Purchasers in the United States or to, or for the account or benefit of, U.S. Persons, the Agents shall have received at the Closing Time legal opinions, dated the Closing Date, addressed to the Agents, in form and substance satisfactory to the Lead Agent (on behalf of the Agents), acting reasonably, from Dorsey & Whitney LLP, special United States counsel to the Corporation, to the effect that registration of the Subscription Receipts and the Underlying Securities will not be required under the U.S. Securities Act in connection with the offer and sale of such Subscription Receipts and Underlying Securities in the United States or to, or for the account or benefit of, U.S. Persons pursuant to this Agreement, including Schedule "A", provided that no opinion shall be expressed as to any subsequent resale of any Subscription Receipts or Underlying Securities.
- (4) **Corporate Certificate.** The Agents shall have received at the Closing Time a certificate, dated the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer or such other officers or directors of the Corporation as the Lead Agent (on behalf of the Agents) may agree, certifying for and on behalf of the Corporation, to the best of the knowledge, information and belief of the person(s) so signing, with respect to: (a) the constating documents of the Corporation; (b) the resolutions of the board of directors of the Corporation relevant to Offering; and (c) the incumbency and signatures of signing officers of the Corporation.
- (5) **Closing Certificate.** The Corporation shall have delivered to the Agents, at the Closing Time, a certificate dated the Closing Date addressed to the Agents and signed by the Chief Executive Officer and the Chief Financial Officer of the Corporation, or such other officers or directors of the Corporation as the Lead Agent, on behalf of the Agents, may agree, certifying for and on behalf of the Corporation, and not in their personal capacity, after having made due inquiries, that:
 - (a) the Corporation has complied with and satisfied all covenants, terms and conditions of this Agreement, the Subscription Receipt Agreement, the Warrant Indenture and the Subscription Agreements on its part to be complied with or satisfied at or prior to the Closing Time;

- (b) the representations and warranties of the Corporation contained in this Agreement and the Subscription Agreements are true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement;
 - (c) the due diligence session responses provided by the Corporation at the Due Diligence Session are true and correct in all material respects and would not be different in any material respect if the Due Diligence Session were held immediately prior to the Closing Time;
 - (d) the Corporation has made and/or obtained on or prior to the Closing Time, all necessary filings, approvals, consents and acceptances of applicable regulatory authorities and under any applicable agreement or document to which the Corporation is a party or by which it is bound, required for the execution and delivery of this Agreement and the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture, the Offering and the consummation of the other transactions contemplated by this Agreement (subject to completion of filings with certain regulatory authorities following the Closing Date); and
 - (e) no order, ruling or determination having the effect of suspending the sale of the Subscription Receipts or cease trading of the Common Shares or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officer of the Corporation, contemplated or threatened under any Applicable Securities Laws or by any other regulatory authority.
- (6) **Lock-up Agreements.** The Corporation shall have delivered to the Agents lock-up agreements, in favour of the Agents, in form and substance satisfactory to the Agents, from each director and officer of the Corporation and their respective associates, and the Principal Securityholders of the Corporation agreeing not to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or other securities of the Corporation held by them, directly or indirectly, for a period ending 120 days from the date the Escrow Release Notice is delivered to the Subscription Receipt Agent unless (a) they first obtain the prior written consent of Stifel GMP (on its own behalf and on behalf of the other Agents), which consent will not be unreasonably withheld or delayed, or (b) there occurs a take-over bid or similar transaction involving a change of control of the Corporation; excluding, for greater clarity, any transfer among the locked-up holder's affiliates for tax or planning purposes or pursuant to a pledge as security for indebtedness owing to a *bona fide* lender and/or sale upon such lender realizing on such security, provided that the transferee(s) are bound by these restrictions.
- (7) **Certificate of Transfer Agent, Subscription Receipt Agent and Warrant Agent.** The Corporation shall have delivered to the Agents, at the Closing Time, a certificate of Computershare Trust Company of Canada, certifying as to its appointment as registrar and transfer agent of the Common Shares, as subscription receipt agent under the Subscription Receipt Agreement and as warrant agent under the Warrant Indenture.
- (8) **Certificates.** The certificates representing: (i) the Subscription Receipts executed by the Corporation and countersigned by the Subscription Receipt Agent, or as book-entry only securities

in accordance with the “non-certificated inventory” rules and procedures of CDS Clearing and Depository Services Inc., in form and substance satisfactory to the Lead Agent, on behalf of the Agents, and their counsel, acting reasonably; and (ii) the Compensation Option Receipts executed by the Corporation.

- (9) **Certificate of Good Standing.** The Corporation shall have delivered to the Agents, at the Closing Time, a certificate of good standing (or the equivalent) in respect of the Corporation and each of the Subsidiaries (other than the Non-Material Subsidiaries) issued by the appropriate regulatory authority in each jurisdiction in which the Corporation and such Subsidiaries are formed.
- (10) **Agreements & Due Diligence.** The Corporation shall have delivered the executed Warrant Indenture and the Subscription Receipt Agreement. The Agents and Agents’ Counsel shall have been provided with information and documentation, reasonably requested relating to their due diligence inquiries and investigations and shall not have identified any material adverse changes or misrepresentations or any items materially adversely affecting the Corporation’s affairs which exist as of the date hereof but which have not been disseminated to the public in accordance with Applicable Securities Laws.
- (11) **No Termination.** The Agents not having exercised any rights of termination set forth in Section 11.
- (12) **Approvals.** The Corporation shall have delivered copies of correspondence indicating that the Corporation has obtained all necessary approvals for the Offering and the listing of the Unit Shares, Warrant Shares and Compensation Option Shares to be listed on the TSX, subject only to the standard listing conditions. All actions required to be taken by or on behalf of the Corporation, including without limitation the passing of all requisite resolutions of directors of the Corporation to approve the Offering, to obtain the approval of the TSX to the Offering and to validly offer, sell and distribute the Subscription Receipts, the Underlying Securities and the Warrant Shares, to pay the Agents’ Commission and Agents’ Expenses, to issue the Compensation Option Receipts and the Compensation Options and to grant the Agents Option will have been taken.
- (13) **Other Documentation.** The Agents having received at the Closing Time such further certificates and other documentation from the Corporation as may be contemplated herein or as the Lead Agent, on behalf of the Agents, may reasonably require; provided, however, that the Lead Agent, on behalf of the Agents, shall request any such certificate or document within a reasonable period before the Closing Time that is sufficient for the Corporation to obtain and deliver such certificate or document.

Section 6 Prospectus Qualification

- (1) The Corporation covenants and agrees with the Agents that:
 - (a) the Corporation shall elect and comply in all material respects with the Prospectus Review Procedures and in connection with such procedures shall use reasonable commercial efforts to:
 - (i) as soon as reasonably practicable after the Closing Date:
 - 1. prepare and file the Preliminary Prospectus and other documents required under Canadian Securities Laws with the Securities Commissions of the Canadian Qualifying Jurisdictions in order to qualify for distribution the Underlying Securities and the Compensation Options, and

2. obtain the Preliminary Receipt from the Principal Regulator;
- (ii) as soon as reasonably practicable after any comments of the Securities Commissions of the Canadian Qualifying Jurisdictions in connection with the Preliminary Prospectus have been satisfied and prior to the Penalty Deadline, but, in any event, no later than the Release Deadline:
1. prepare and file the Final Prospectus (together with the Preliminary Prospectus, the “**Prospectuses**”) and other documents required under the Canadian Securities Laws with the Securities Commissions of the Canadian Qualifying Jurisdictions in order to qualify for distribution the Underlying Securities and the Compensation Options, and
 2. obtain the Final Receipt from the Principal Regulator;
- (iii) until the completion of the distribution of the Underlying Securities and the Compensation Options, promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under Canadian Securities Laws to continue to qualify the Underlying Securities and the Compensation Options for distribution in the Canadian Qualifying Jurisdictions or, in the event that the Underlying Securities have or the Compensation Options, for any reason, cease to so qualify, to use reasonable commercial efforts to again qualify the Underlying Securities and the Compensation Options for distribution;
- (iv) prior to the filing of the Preliminary Prospectus and the Final Prospectus, respectively, and prior to the filing with any Securities Commissions of any Supplementary Material, allow the Lead Agent, on behalf of the Agents, and the Agents’ Counsel to participate fully in the preparation of and to approve the form of such documents, such approval not to be unreasonably withheld;
- (v) ensure that the descriptions of the Subscription Receipts, the Underlying Securities, the Compensation Option Receipts and the Compensation Options in the Prospectuses are true, complete and accurate descriptions of the rights, privileges, restrictions and conditions attaching to such securities;
- (vi) advise the Agents, promptly after receiving notice thereof, of the time when the Prospectuses have been filed and receipts, as applicable, therefor have been obtained, and will provide evidence reasonably satisfactory to the Agents of each such filing and copies of such receipts; and
- (vii) otherwise fulfill all reasonably necessary legal requirements to enable the Underlying Securities and the Compensation Options to be distributed in each of the Canadian Qualifying Jurisdictions;
- (b) the Corporation shall deliver or cause to be delivered, at its own cost, to the Agents and the Agents’ Counsel the documents set out below at the respective times indicated:
- (i) concurrently with the filing with Securities Commissions of the Canadian Qualifying Jurisdictions of each of the Preliminary Prospectus and the Final Prospectus, copies of the Preliminary Prospectus and the Final Prospectus, signed by the Corporation as required by the Canadian Securities Laws of the Canadian Qualifying Jurisdictions;

- (ii) as soon as available, copies of any Supplementary Material, if required, signed by the Corporation as required by the Canadian Securities Laws of the Canadian Qualifying Jurisdictions;
- (iii) contemporaneously with or prior to the filing of the Final Prospectus, a long-form “comfort letter” from the auditors of the Corporation, dated the date of the Final Prospectus, addressed to the Agents and satisfactory in form and substance to the Lead Agent, on behalf of the Agents and the Agents’ Counsel, acting reasonably, containing statements and information of the type ordinarily included in auditors’ comfort letters to an agent in connection with securities offerings in Canada with respect to certain financial and accounting information relating to the Corporation in the Final Prospectus which comfort letter shall be based on the auditors review having a cut-off date of not more than two Business Days prior to the date of the Final Prospectus;
- (iv) contemporaneously with, or prior to the filing of the Final Prospectus or any Supplementary Material, as the case may be, a certificate dated the date of such document, addressed to the Agents and signed by the Chief Executive Officer and Chief Financial Officer of the Corporation certifying for and on behalf of the Corporation, and not in their personal capacities, after having made due inquiries, with respect to the following matters:
 - 1. the Corporation having complied with all of the covenants and satisfied all of the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the date of the Final Prospectus or any Supplementary Material, as the case may be;
 - 2. no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the issue of the Subscription Receipts, the Underlying Securities or any of the Corporation’s issued securities having been issued and no proceeding for such purpose being pending or, to the knowledge of such officers, threatened;
 - 3. the representations and warranties of the Corporation contained in this Agreement and in any certificates of the Corporation delivered pursuant to or in connection with this Agreement being true and correct as at the date of the Final Prospectus, or any Supplementary Material, as the case may be, with the same force and effect as if made on and as at the date of the Final Prospectus, or any Supplementary Material, as the case may be, after giving effect to the transactions contemplated by this Agreement;
 - 4. the Corporation has made and/or obtained on or prior to the date of the Final Prospectus, or any Supplementary Material, as the case may be, all necessary filings, approvals, consents and acceptances of applicable regulatory authorities and under any applicable agreement or document to which the Corporation is a party or by which it is bound, required for the distribution of the Underlying Securities and the Compensation Options;
 - 5. the Prospectus is true and correct in all material respects (except information and statements relating solely to the Agents and provided by the Agents in writing) and contains no misrepresentation (except facts or

information relating solely to the Agents), constitutes full, true and plain disclosure of all material facts relating to the Subscription Receipts, Underlying Securities, the Compensation Option Receipts and the Compensation Options and to the Corporation and its Subsidiaries considered as a whole, and does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and

6. there having been no Material Adverse Effect since the Closing Time;
- (v) as soon as practicable after the filing of the Prospectuses, commercial copies of the Prospectuses and any Supplementary Material in such numbers and delivered to such cities as the Agents may reasonably request by written instructions to the Corporation, or the printer of the Corporation, provided no later than the time when the Corporation authorizes the printing of the commercial copies of the Preliminary Prospectus and the Final Prospectus, respectively;
 - (vi) on the Conversion Date, a favourable legal opinion of the Corporation's Counsel or other local counsel acceptable to the Agents acting reasonably, addressed to the Agents, in form and substance reasonably satisfactory to the Agents and the Agents' counsel, acting reasonably, with respect to the matters relating to the filing of the Final Prospectus, as the case may be, and all such opinions may be subject to customary assumptions, reliances and qualifications; and
- (c) each delivery of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as applicable, shall constitute a representation and warranty to the Agents by the Corporation (and the Corporation hereby acknowledges that the Agents are relying on such representations and warranties in entering into this agreement) that:
 - (i) the Preliminary Prospectus, Final Prospectus or any Supplementary Material, as applicable:
 1. is, at the respective date of such document, true and correct in all material respects (except information and statements relating solely to the Agents and provided by the Agents in writing),
 2. contain no misrepresentation (excluding facts or information relating solely to the Agents), and
 3. contain full, true and plain disclosure of all material facts relating to the Corporation and the Subscription Receipts, the Underlying Securities, the Compensation Option Receipts and the Compensation Options as required under Canadian Securities Laws of the Canadian Qualifying Jurisdictions;
 - (ii) the Preliminary Prospectus, Final Prospectus or any Supplementary Material, as applicable, complies in all material respects with the Applicable Securities Laws of the Canadian Qualifying Jurisdictions; and
 - (iii) there has been no material change (actual, proposed or prospective, whether financial or otherwise) from the date of the Preliminary Prospectus, Final Prospectus or any Supplementary Material, as applicable, to the time of delivery

of such respective document of the Corporation and its Subsidiaries, taken as a whole;

- (d) it will use commercially reasonable efforts to maintain its status as a “reporting issuer” or the equivalent not in default in each of the Canadian Qualifying Jurisdictions for a period of two years from the Closing Date, other than in connection with a merger, amalgamation, arrangement, takeover bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Common Shares;
- (e) the Corporation will duly, faithfully and punctually perform all the obligations to be performed by it and comply with its covenants and agreements hereunder and under the other Transaction Documents;
- (f) it will use commercially reasonable efforts to maintain the listing of the Common Shares and Warrants (if and when applicable) on the TSX or other recognized stock exchange for a period of two years from the Closing Date, other than in connection with a merger, amalgamation, arrangement, takeover bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Common Shares and Warrants;
- (g) the Corporation will apply to list the Unit Shares, Warrant Shares and Compensation Option Shares on the TSX and, subject to the satisfaction of minimum listing requirements of the TSX and use commercially reasonable efforts to list the Warrants issuable upon the conversion of the Subscription Receipts, such listing to be effective as of the Conversion Date; and
- (h) the Corporation agrees not to, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to, issue, sell, offer, grant an option or a right in respect of, or otherwise dispose of, any Common Shares or securities or other financial instruments convertible or exercisable into Common Shares, other than to satisfy rights or obligations under equity incentive plans including pursuant to the grant and/or exercise of securities under such equity incentive plans, securities or other financial instruments existing as of the date hereof (provided that in the case of new grants, the exercise price of such stock options or other compensation arrangement will be no less than the Issue Price), in connection with the Offering or the issuance of securities in connection with any merger, business combination, tender offer, take-over bid, arrangement, asset purchase, joint venture or similar transaction, for a period of 90 days from the date the Escrow Release Notice is delivered to the Subscription Receipt Agent, without the prior written consent of Stifel GMP (on its own behalf and on behalf of the other Agents), which consent will not be unreasonably withheld.

Section 7 Representations and Warranties of the Corporation

- (1) The Corporation hereby represents and warrants to the Agents, and acknowledges that the Agents are relying upon each of such representations and warranties in connection with the Offering, that:
 - (a) as at the date of this Agreement: (i) the authorized capital of the Corporation consists of an unlimited number of Common Shares and an unlimited number of preferred shares; and (ii) the issued and outstanding capital of the Corporation consists solely of 26,575,750 Common Shares and nil preferred shares; each of which has been issued as fully paid and non-assessable and none of the outstanding securities of the Corporation were issued in violation of the pre-emptive or similar rights of any securityholder of the Corporation;

- (b) the Corporation's only subsidiaries are listed in Schedule "B", which schedule is true, complete and accurate in all respects. Other than the Non-Material Subsidiaries, each Subsidiary is formed, organized and existing under the laws of the jurisdiction set out in Schedule "B", is current and up-to-date with all material filings required to be made and is in good standing in each jurisdiction in which such qualification is required in all material respects. All of the issued and outstanding shares in the capital of the Subsidiaries have been duly authorized and validly issued, are fully paid and are directly or indirectly beneficially owned by the Corporation in the amounts set forth in Schedule "B". All of the issued and outstanding shares in the capital of the Subsidiaries owned by the Corporation are owned free and clear of any Liens, and none of the outstanding securities of the Subsidiaries were issued in violation of the pre-emptive or similar rights of any security holder of the Subsidiaries. There exist no options, warrants, purchase rights, or other contracts or commitments that could require the Corporation to sell, transfer or otherwise dispose of any securities of the Subsidiaries;
- (c) each of the Corporation and the Subsidiaries, other than the Non-Material Subsidiaries: (A) is a corporation or entity duly incorporated, formed, continued or amalgamated, as applicable, and validly existing in good standing under the laws of the jurisdiction in which it was incorporated, formed, continued or amalgamated, as the case may be; (B) has all requisite corporate power and authority and is duly qualified and holds all necessary permits, licences and Authorizations necessary or required to carry on its Business as now conducted and to own, lease or operate its properties and assets, including the Business Assets; (C) where required, has been duly qualified as an extra-provincial corporation or foreign corporation for the transaction of Business and is in good standing under the laws of each jurisdiction in which it owns or leases property, or conducts Business; and (D) no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;
- (d) neither of the Non-Material Subsidiaries carries on any active business or has any material assets or liabilities;
- (e) the Corporation has the requisite corporate power, authority and capacity to enter into the Transaction Documents and to perform its obligations thereunder (including execution and delivery of the Preliminary Prospectus, and the Final Prospectus, and the filing of each them with the securities regulatory authorities in the Canadian Qualifying Jurisdictions);
- (f) the Subscription Receipts have been duly created and authorized for issuance and, upon payment of the aggregate Issue Price therefor, the Subscription Receipts will be validly issued and outstanding. The Subscription Receipts will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Corporation;
- (g) the Unit Shares have been duly authorized, reserved and allotted for issuance, and upon the automatic conversion of the Subscription Receipts, will be duly and validly issued and outstanding as fully paid and non-assessable Common Shares. At the time of issuance thereof, the Unit Shares will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Corporation;
- (h) the Warrants have been duly created and authorized for issuance, and upon the automatic exercise of the Subscription Receipts will be validly issued and are outstanding. At the time of issuance thereof, the Warrants will not have been issued in violation of or subject to any

pre-emptive or contractual rights to purchase securities issued or granted by the Corporation;

- (i) the Warrant Shares have been duly authorized, reserved and allotted for issuance, and, upon the due exercise of the Warrants and payment of the exercise price therefor, will be duly and validly issued and outstanding as fully paid and non-assessable Common Shares. At the time of issuance thereof, the Warrant Shares will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Corporation;
- (j) the Compensation Option Receipts have been duly created and authorized for issuance and, upon issuance thereof, the Compensation Option Receipts will be validly issued and outstanding. The Compensation Option Receipts will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Corporation;
- (k) the Compensation Options have been duly created and authorized for issuance, and upon the automatic exercise of the Compensation Option Receipts will be validly issued and are outstanding. At the time of issuance thereof, the Compensation Options will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Corporation;
- (l) the Compensation Option Shares have been duly authorized, reserved and allotted for issuance, and, upon the due exercise of the Compensation Options and payment of the exercise price therefor, will be duly and validly issued and outstanding as fully paid and non-assessable Common Shares. At the time of issuance thereof, the Compensation Options Shares will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Corporation;
- (m) the holders of the Subscription Receipts and the Warrants will be entitled to the benefit of the Subscription Receipt Agreement and the Warrant Indenture (subject to the terms thereof), respectively, and no registration, filing or recording of, or with respect to, the Subscription Receipt Agreement or the Warrant Indenture is necessary in order to preserve or protect the validity or enforceability of the Subscription Receipt Agreement and the Warrant Indenture or the securities issued thereunder;
- (n) neither the Corporation nor its Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation or its Subsidiaries to compete in any line of business, to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of the Corporation or the Subsidiaries;
- (o) other than as disclosed in the Financial Statements, neither the Corporation nor any Subsidiary owns, or has any agreements of any nature to acquire, directly or indirectly, any securities, or other equity or proprietary interest in, any Person and neither the Corporation nor any Subsidiary has any agreements to acquire or lease any other business operations;
- (p) neither the Corporation nor the Subsidiaries have engaged in any Off Balance Sheet Arrangement or similar financing;
- (q) the Corporation and the Subsidiaries are conducting its Business in compliance, in all material respects, with all Applicable Laws of each jurisdiction in which its Business is

carried on and is duly licensed and is registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its Business to be carried on as now conducted and its property and assets to be owned, leased and operated and all such licences, registrations, Authorizations and qualifications are and will at the Closing Time be valid, subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, neither Corporation nor any Subsidiary has received a written notice of material noncompliance, nor does the Corporation know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of material non-compliance with any such laws, licenses, registrations, regulations, Authorizations or permits;

- (r) other than pursuant to the Stock Option Plan, no Person has any agreement or option or right or privilege (whether by law, pre emptive or contractual) issued or capable of becoming an agreement for (A) the purchase, subscription or issuance of any unissued shares, securities or warrants of the Corporation or the Subsidiaries; or (B) the repurchase by or on behalf of the Corporation or the Subsidiaries of any issued and outstanding securities of the Corporation or the Subsidiary, except as contemplated in this Agreement, and as at the date of this Agreement, an aggregate of 1,729,000 Common Shares are reserved for issue pursuant to outstanding options;
- (s) no agreement exists among the shareholders of the Corporation in respect of the Corporation and no such agreement will exist at the Closing Time;
- (t) there is not, in the constating documents, by laws or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which the Corporation or its Subsidiary is a party, any restriction upon or impediment to, the declaration or payment of dividends by the directors of the Corporation or the Subsidiaries;
- (u) neither the Corporation nor its Subsidiaries has committed an act of bankruptcy or sought protection from its creditors from any court or pursuant to any legislation, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, as the case may be, taken any proceeding to have a receiver appointed for any part of its assets, had any encumbrance or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any portion of its property or had any petition for a receiving order in bankruptcy or application for a bankruptcy order filed against it, and at the Closing Time, neither the Corporation nor its Subsidiary will be an insolvent person (as that term is defined in the Bankruptcy and Insolvency Act (Canada));
- (v) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any Governmental Authority;
- (w) the Corporation and the Subsidiaries have good, valid and marketable title to, and have all necessary rights in respect of, all of their Business Assets as owned, leased, licensed, loaned, operated or used by them or over which they have rights, free and clear of Liens, other than the Liens described in the Financial Statements, and no other rights or Business Assets are necessary for the conduct of the Business as currently conducted. The Corporation knows of no claim or basis for any claim that would reasonably be likely to

result in a Material Adverse Effect on the rights of the Corporation or the Subsidiaries to use, transfer, lease, licence, operate, sell or otherwise exploit such Business Assets and, other than as described in the Prospectus, neither the Corporation nor any Subsidiary has any obligation to pay any commission, licence fee or similar payment to any person in respect thereof and there are no outstanding rights of first refusal or other pre-emptive rights of purchase which entitle any person to acquire any of the rights, title or interests in such Business Assets;

- (x) all research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted or contemplated by the Corporation and the Subsidiaries in connection with the Business are being or will be conducted in compliance, in all material respects, with all industry, laboratory safety, management and training standards in the jurisdiction where such activities take place which are applicable to the Business, and all such processes, procedures and practices required in connection with such activities are or will be in place as necessary at the applicable time, and are or will be being complied with in all material respects;
- (y) all agreements with third parties in connection with the Business have been entered into and are being performed by the Corporation and the Subsidiaries and, to the knowledge of the Corporation, by all other third parties thereto, in compliance with their terms in all material respects. There exists no actual or, to the knowledge of the Corporation, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Corporation or the Subsidiaries, with any supplier or customer, or any group of suppliers or customers, whose business with or whose purchases or inventories/components provided to the Business are, individually or in the aggregate, material to the assets, Business, properties, operations or financial condition of the Corporation or the Subsidiaries;
- (z) the Corporation and the Subsidiaries, as applicable, own or possess the right to use all material Intellectual Property Rights necessary for the conduct of the Business, and the Corporation is not aware of any bona fide claim to the contrary or any challenge by any other person to the rights of the Corporation and the Subsidiaries with respect to the foregoing. To the knowledge of the Corporation, the Business of the Corporation, including that of the Subsidiaries, as now conducted does not infringe any Intellectual Property Rights of any Person. The Corporation has not received notice of any current bona fide claim made against the Corporation or the Subsidiaries alleging the infringement by the Corporation or the Subsidiaries of any Intellectual Property Rights of any person. Any past claim related to the alleged infringement by the Corporation or the Subsidiaries of any Intellectual Property Rights of any person have been settled.
- (aa) the Corporation and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the Business of the Corporation and its Subsidiaries as currently conducted, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Corporation has made backups of all material software and databases used by it and maintains such backups at a secure off-site location (except where such failure to make such backup would not have a Material Adverse Effect). Each of the Corporation and its Subsidiaries has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal,

personally identifiable, sensitive, confidential or regulated data (“**Personal Data**”)) used in connection with their businesses, and to the knowledge of the Corporation, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other Person, nor any incidents under internal review or investigations relating to the same. Each of the Corporation and its Subsidiaries is presently in compliance with Applicable Law, internal policies and contractual obligations relating to the privacy, consumer protection and security of IT Systems and Personal Data in all material respects and has taken commercially reasonable steps to protect such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification. The Corporation has taken all necessary actions to comply with Canada’s Personal Information Protection and Electronic Documents Act (and all other Applicable Laws and regulations with respect to Personal Data for which any non compliance with same would be reasonably likely to have a Material Adverse Effect);

- (bb) each Material Agreement and Debt Instrument has been provided to the Agents and is valid, subsisting, in good standing in all material respects and in full force and effect, enforceable in accordance with the terms thereof, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally, and subject to other standard assumptions and qualifications, including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution set out in such agreements may be limited by Applicable Law. The Corporation and the Subsidiaries have, in all material respects, performed all obligations in a timely manner under, and are in compliance, in all material respects, with all terms and conditions (including any financial covenants) contained in, each Material Agreement and Debt Instrument;
- (cc) neither the Corporation nor any of the Subsidiaries is in material violation, default or breach of, and the execution, delivery and performance of the Transaction Documents and the consummation of the transactions and compliance by the Corporation with its obligations hereunder and thereunder, the sale of the Subscription Receipts, the issuance of the Underlying Securities, the issuance of the Warrant Shares, the grant of the Agents’ Option and the issuance of the Compensation Option Receipts, the Compensation Options and the Compensation Options Shares do not and will not, whether with or without the giving of notice or passage of time or both, result in a material violation, default or breach of, or conflict with, or result in a Repayment Event or the creation or imposition of any Lien upon any property or assets of the Corporation, including the Business Assets, or the Subsidiaries, under the terms or provisions of (i) any Material Agreements or Debt Instruments, (ii) the articles or by laws or other constating documents or resolutions of the directors or shareholders of the Corporation or the Subsidiaries, (iii) any existing Applicable Law, including Applicable Securities Laws, or (iv) any judgment, order, writ or decree of any Governmental Authority;
- (dd) neither the Corporation nor the Subsidiaries is subject to any materially adverse liabilities or obligations, direct or indirect, accrued, absolute, contingent or otherwise and, to the knowledge of the Corporation, without limiting the generality of any representation or warranty given in this Agreement, there are currently no facts or circumstances existing which might reasonably serve as the basis for, or give rise to, any material adverse liabilities or obligations on the part of the Corporation or the Subsidiaries;

- (ee) there are no judgments against the Corporation or the Subsidiary that are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation or the Subsidiaries are subject;
- (ff) neither the Corporation nor the Subsidiaries has guaranteed or otherwise given security for or agreed to guarantee or give security for any liability, debt or obligation of any other Person;
- (gg) since September 30, 2020, the Corporation has carried on business in the Ordinary Course and, in each case, there has not been:
- (hh) any material adverse change in the Business Assets, liabilities or obligations (absolute, accrued, contingent or otherwise), Business, prospects, condition (financial or otherwise) or results of operations of the Corporation or the Subsidiary,
- (ii) any material change in the share capital or long term debt of the Corporation or the Subsidiary,
- (jj) any adverse material change to the Corporation on a consolidated basis,
- (kk) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares in the capital of the Corporation or any direct or indirect redemption, purchase or other acquisition of any shares, or
- (ll) any change in accounting or tax practices followed by the Corporation or the Subsidiary;
- (mm) no approval, authorization, consent or other order of, and no filing, registration or recording with any Governmental Authority or other person is required of the Corporation in connection with the execution and delivery of or with the performance by the Corporation of its obligations under the Transaction Documents, except as required by applicable Securities Laws or the rules and policies of the TSX;
- (nn) the Corporation is, and will at the Closing Time be, a “reporting issuer” (or its equivalent), not in default of any requirement of applicable Securities Laws, in Alberta, Ontario and British Columbia, and the Corporation has made timely disclosure of all material changes relating to it and no such disclosure has been made on a confidential basis and there is no material change relating to the Corporation or the Subsidiaries which has occurred with respect to which the requisite material change report has not been filed;
- (oo) no portion of the Documents contained a misrepresentation as at its date of public dissemination;
- (pp) all information which has been prepared by the Corporation relating to the Corporation and the Subsidiaries and their Business, Business Assets, property and liabilities and provided to the Agents, including all financial, marketing, sales 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;
- (qq) any financial statements of the Corporation filed prior to the date hereof have been prepared in accordance with IFRS consistently applied; accurately, fairly and fully reflect the financial position of the Corporation as of the respective dates of the statements thereof;

do not contain any misrepresentations with respect to the periods covered by such financial statements; and no adverse material changes in the consolidated financial position of the Corporation have taken place since September 30, 2020, save in the Ordinary Course of the Corporation's Business;

- (rr) there has been no change in accounting policies or practices of the Corporation or its Subsidiaries other than as disclosed in the Financial Statements;
- (ss) the auditor who audited the annual financial statements of the Corporation and delivered their report with respect to such financial statements was at the time of delivering such report independent public accountants as required by the applicable Securities Laws and which meet the criteria of Part II of National Instrument 52-108 – Auditor Oversight;
- (tt) there has never been any reportable event (within the meaning of NI 51-102) with the present or any former auditors of the Corporation;
- (uu) the responsibilities and composition of the Corporation's audit committee comply with NI 52-110;
- (vv) the issued and outstanding Common Shares are listed and posted for trading on the TSX and no order ceasing or suspending trading in any securities of the Corporation or prohibiting the issue, sale and delivery (as applicable) of the Subscription Receipts, the Underlying Securities, the Compensation Option Receipts the Compensation Options, any underlying securities thereof or the trading of any of the Corporation's issued securities has been issued and no proceedings for such purpose are pending or, to the knowledge of the Corporation, threatened;
- (ww) Computershare Trust Company of Canada has been duly appointed as the registrar and transfer agent for the Common Shares at its principal transfer office in the City of Calgary, Alberta;
- (xx) the Corporation and its Subsidiaries have paid all material applicable taxes of whatsoever nature and is in compliance with all of their material obligations as required by the local Governmental Authorities in each jurisdiction in which it conducts Business;
- (yy) there are no actions, suits, proceedings, audits, investigations or claims in progress, now threatened, pending or contemplated against the Corporation or the Subsidiaries which could result in a material liability in respect of taxes, charges or levies upon the Corporation or the Subsidiaries. The Corporation and the Subsidiaries have withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof and any non-resident person, the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation. The Corporation and the Subsidiaries have collected and remitted all amounts on account of any sales, use or transfer taxes, including without limitation, as applicable, goods and services tax and harmonized sales tax levied under the Excise Tax Act (Canada) and the comparable state, foreign, provincial, and local legislation and sales taxes required by Applicable Laws to be collected and remitted by it to the appropriate Governmental Authority by the Corporation and the Subsidiaries (the "**Sales Tax Laws**"). Without limiting the generality of the foregoing, the Corporation and the Subsidiaries are in full

compliance with all registration, collection, remittance, and record keeping obligations under the Sales Tax Laws;

- (zz) the Corporation and the Subsidiaries have established on their books and records reserves that are adequate for the payment of all taxes not yet due and payable and there are no Liens for taxes on the assets of the Corporation or the Subsidiaries, except for taxes not yet due and there are no audits known by the Corporation to be pending, of the tax returns of the Corporation or the Subsidiaries (whether federal, provincial, local or foreign); and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would have a Material Adverse Effect on the assets or properties, business, results of operations, prospects or condition (financial or otherwise) of the Corporation on a consolidated basis;
- (aaa) the Corporation maintains (for itself and the Subsidiaries) 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 Canadian generally accepted accounting principles or IFRS and to maintain asset accountability; (iii) access to monies and investments 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 differences;
- (bbb) neither the Corporation, the Subsidiaries nor any other party is in default in the observance or performance of any material term or material obligation to be performed by any of them under any Material Agreement to which the Corporation or the Subsidiaries is a party or otherwise bound and no event has occurred which with notice or lapse of time or both would constitute such a default;
- (ccc) the Transaction Documents, upon execution thereof, shall be valid and binding obligations of the Corporation enforceable in accordance with their terms, except as the enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, (ii) general equitable principles, or (iii) limitations under Applicable Laws in respect of rights of indemnity, contribution and waiver of contribution;
- (ddd) the attributes of the Subscription Receipts, the Underlying Securities, the Warrant Shares, the Compensation Option Receipts, the Compensation Options and the Compensation Option Shares will conform in all material respects with the description in this Agreement and the Final Prospectus;
- (eee) the form of the certificate representing the Common Shares, the Subscription Receipts, the Unit Shares, the Warrants, the Warrant Shares, the Compensation Option Receipts, the Compensation Options and the Compensation Option Shares have been duly approved by the directors of the Corporation and comply with Applicable Laws and, to the extent applicable, the rules and policies of the TSX;
- (fff) the Corporation maintains director and officer insurance on a basis that the Corporation believes to be consistent with insurance obtained by reasonably prudent participants in comparable businesses. Such insurance coverage is of a type and in an amount typical to the businesses in which the Corporation and the Subsidiaries operate as conducted by a

reasonably prudent person, based on the advice of insurance brokers consulted by the Corporation. Neither the Corporation nor the Subsidiaries have made any material claim on any policy of insurance or been refused any insurance coverage sought or applied for. The Corporation has no reason to believe that it will not be able to renew its existing director and officer insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its and each Subsidiary's businesses at a cost that would not be reasonably expected to have a Material Adverse Effect on the financial condition of the Corporation on a consolidated basis;

- (ggg) none of the directors or officers of the Corporation, nor any holder of more than 10% of any class of shares of the Corporation, or any associate or affiliate (as such terms are defined in the Securities Act) of any of the foregoing Persons, has any material interest, direct or indirect, in any proposed material transaction which is material to or will materially affect the Corporation or the Subsidiaries;
- (hhh) the Corporation and the Subsidiaries have been and are in compliance in all material respects with all, and have not received any notice of, or been prosecuted for an offence alleging non compliance with any, applicable federal, provincial, municipal, state and local laws, statutes, ordinances, by laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign (collectively, the “**Environmental and Health Laws**”), relating to the protection 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 (collectively, “**Hazardous Substances**”);
- (iii) the Corporation and the Subsidiaries have obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under the Environmental and Health Laws and Applicable Laws (the “**Required Permits**”) required for the operation of its Business, as currently conducted, and each Required Permit is valid, subsisting and in good standing and the holders of the Required Permits are not in default or breach thereof and no proceeding is pending or to the knowledge of the Corporation threatened to revoke or limit any Required Permit;
- (jjj) without limiting the generality of Section 7(1)(iii), the Corporation holds all registrations, and has all approvals and other authorizations, required by the United States Environmental Protection Agency, the Ontario Ministry of the Environment, Conservation and Parks, and Health Canada, and any other foreign, state or local agency or body, necessary for the conduct of the Business of the Corporation and the Subsidiaries, as applicable, as such Business is currently conducted, and, none of the Corporation nor the Subsidiaries have received any notice relating to the withdrawal, suspension or modification of any such registration, approval or authorization;
- (kkk) neither the Corporation nor the Subsidiaries has used, except in compliance with all Environmental and Health Laws, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;
- (lll) neither the Corporation nor the Subsidiaries has received any notice of, or been prosecuted for an offence alleging, noncompliance with any Environmental and Health Laws, and none of the Corporation nor the Subsidiaries have settled any allegation of non compliance short of prosecution. There are no orders or directions relating to environmental matters

requiring any work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or the Subsidiaries nor have the Corporation or the Subsidiaries received notice of any of the same;

- (mmm) neither the Corporation nor the Subsidiaries has received any notice that it is potentially responsible for a federal, provincial, state, municipal or local clean up site or corrective action under any Environmental and Health Laws. None of the Corporation nor the Subsidiaries have received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites;
- (nnn) the Corporation has not received any written notice or, to the knowledge of the Corporation, has any reason to believe that any material current customer: (a) ceased, or will cease, to use the products or services of the Corporation, (b) has substantially reduced, or will substantially reduce, the volume or use of products or services of the Corporation, (c) has sought, or is seeking, to reduce the price it will pay for products or services of the Corporation, or (d) has otherwise threatened to take any action described in the preceding clauses (a) through (c);
- (ooo) the Corporation has not received any notice or communication from any customer or any applicable Governmental Authority alleging a defect or claim in respect of any products supplied or sold by the Corporation to a customer except in the Ordinary Course of Business and, to the Corporation's knowledge, there are no circumstances that would give rise to any reports, recalls, public disclosure, announcements or customer communications required to be made by the Corporation in respect of any products supplied or sold by the Corporation;
- (ppp) no existing supplier, distributor, service provider, manufacturer or contractor material to the Corporation or its Subsidiaries, has given the Corporation or its Subsidiaries notice and there is no reason to believe, that such Person does not intend to continue dealing with the Corporation or any Subsidiary on substantially the same terms as presently conducted, subject to changes in pricing and volume in the Ordinary Course of Business;
- (qqq) (i) each of the Corporation and its Subsidiaries is in compliance, in all material respects, with the provisions of all applicable federal, provincial, local and foreign laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours, (ii) no collective labour dispute, grievance, arbitration or legal proceeding is ongoing, pending or, to the knowledge of the Corporation, threatened and no individual labour dispute, grievance, arbitration or legal proceeding is ongoing, pending or, to the knowledge of the Corporation, threatened with any employee of the Corporation or its Subsidiaries and, to the knowledge of the Corporation, none has occurred during the past year, and (iii) no union has been accredited or otherwise designated to represent any employees of the Corporation or its Subsidiaries and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation or its Subsidiaries and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the Corporation's or its Subsidiaries facilities and none is currently being negotiated by the Corporation or its Subsidiaries;
- (rrr) each plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to,

by the Corporation or the Subsidiaries for the benefit of any current or former director, officer, employee or consultant (the “**Employee Plans**”) has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans. Neither the Corporation nor the Subsidiaries has or had any pension plan (as such term is defined in the relevant legislation of the applicable jurisdiction);

- (sss) all accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and Employee Plan payments have been reflected in the books and records of the Corporation and the Subsidiaries;
- (ttt) except as disclosed in the Financial Statements, neither the Corporation nor the Subsidiaries owe any monies to, nor does the Corporation or the Subsidiaries have any present loans to, or borrowed any monies from or are otherwise indebted to, any officer, director, employee, shareholder or any person not dealing at “arm’s length” (as such term is defined in the Tax Act) with any of them. Except as disclosed in the Financial Statements, neither the Corporation nor the Subsidiaries are a party to any contract or agreement with any person not dealing at arm’s length with it;
- (uuu) no officer, director or employee of the Corporation or the Subsidiaries and no entity which is an affiliate or associate of one or more of the foregoing, owns, directly or indirectly, any interest in (except for shares representing less than 5% of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, employee or consultant of, any person which is, or is engaged in, a business competitive with the Corporation which, in either case, materially adversely impacts, or can reasonably be expected to materially and adversely impact, on the ability to duly and properly perform its services;
- (vvv) to the knowledge of the Corporation, no officer, director, employee or security holder of the Corporation or the Subsidiaries has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation or the Subsidiaries in connection with their business;
- (www) all necessary documents and proceedings have been or will be filed and taken and all other legal requirements have been or will be fulfilled under each of the Applicable Securities Laws in connection with the issuance and sale of the Subscription Receipts and the Underlying Securities;
- (xxx) the operations of the Corporation are and have been conducted at all times in all material respects in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all jurisdictions, the rules and regulations under such statutes and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the “**Money Laundering Laws**”) and to the knowledge of the Corporation, no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator or non Governmental Authority involving the Corporation with respect to the Money Laundering Laws is pending or threatened;
- (yyy) to the knowledge of the Corporation, neither the Corporation nor its Subsidiaries, nor any director, officer, employee, consultant, representative, affiliate or agent of the Corporation or any Subsidiary, is a person (“**Sanctioned Person**”) currently the target of any sanctions

administered or enforced by the United States government, including, the U.S. Department of the Treasury's Office of Foreign Assets Control, the Financial Transactions Reports Analysis Centre of Canada or other relevant sanctions authority (collectively, "**Sanctions**"), and the Corporation will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any Sanctioned Person, to fund any activities of or business with any Sanctioned Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Sanctioned Person (including any Sanctioned Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. The Corporation and its Subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not knowingly engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;

- (zzz) (a) neither the Corporation nor any of the Subsidiaries has, directly or indirectly, (i) made or authorized any contribution, payment or gift of funds or property of the Corporation or the Subsidiaries or other unlawful expense relating to political activity to any official, employee or agent of any Governmental Authority, or (ii) made any direct or indirect contribution from corporate funds to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the Canada Corruption of Foreign Public Officials Act (Canada) or the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder, or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation or the Subsidiaries and their respective operations, and the Corporation and the Subsidiaries have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation; and (b) the operations of the Corporation and the Subsidiaries are and have been conducted at all times in compliance with such legislation and no suit, action or proceeding by or before any Governmental Authority or any arbitrator involving the Corporation or any Subsidiary with respect to such legislation is in progress, or to the knowledge of the Corporation, pending or threatened. Neither the Corporation nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the Corporation, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or any director, officer, employee, consultant, representative or agent of the Corporation violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti bribery or anti corruption laws, in each case with respect to any alleged act or omission arising under or relating to non compliance with any such laws, or received any notice, request, or citation from any person alleging non compliance with any such laws;
- (aaaa) with respect to each premises of the Corporation or its Subsidiaries which is material to the Corporation and its Subsidiaries and which the Corporation or its Subsidiaries occupies as tenant (the "**Leased Premises**"), the Corporation or the Subsidiaries, 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 Corporation and/or such Subsidiaries occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by the Corporation, will not afford any of the parties to such leases the right to terminate such leases or result in any additional

or more onerous obligations under such leases. The Corporation has provided the Agents with true and complete copies of all leases in respect of the Leased Premises;

- (bbbb) no real property is owned by the Corporation or the Subsidiaries other than the Owned Real Property;
- (cccc) the operations of the Corporation and its Subsidiaries at the facilities of the Owned Real Property and Leased Premises have been operated and conducted in material compliance with all Applicable Laws;
- (dddd) as of the date hereof, there are no past unresolved, pending or (to the knowledge of the Corporation) threatened claims, complaints, notices or requests for information with respect to any alleged violation of any law and no conditions exist at, on or under the Owned Real Property or any Leased Premises which, with the passage of time, or the giving of notice or both, would give rise to liability under any Applicable Law that, individually or in the aggregate, has or may reasonably be expected to have a Material Adverse Effect with respect to the Corporation or the Subsidiaries;
- (eeee) there are no material actions, proceedings or investigations (whether or not purportedly by or on behalf of the Corporation or the Subsidiaries) that have commenced or that have been threatened against, or, to the knowledge of the Corporation, that are pending against the Corporation or the Subsidiaries or any of their properties at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Authority or other federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign;
- (ffff) the Corporation has not completed any “significant acquisition” (within the meaning of NI 51-102) and is not proposing any “probable acquisitions” (within the meaning of such term under NI 44-101F1) that would require the inclusion or incorporation by reference of any additional financial statements or pro forma financial statements in the Prospectuses or the filing of a business acquisition report pursuant to Canadian Securities Laws;
- (gggg) the Corporation is, and will at the Closing Time be, in compliance in all material respects with the by-laws, policies, rules and regulations of the TSX existing on the date hereof. The outstanding Common Shares will be listed and posted for trading on the TSX at the Closing Time and neither the Corporation nor the Subsidiaries has taken any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the TSX;
- (hhhh) the Corporation is qualified under NI 44-101 to file a prospectus in the form of a short form prospectus in each of the Canadian Qualifying Jurisdictions and on the date of and upon filing of the Prospectuses there will be no documents required to be filed under Canadian Securities Laws in connection with the distribution of the Subscription Receipts, the Underlying Securities, the Compensation Option Receipts, the Compensation Options and the Compensation Option Shares that will not have been filed as required;
- (iiii) neither any securities regulators, nor any stock exchange or comparable authority has issued any order preventing or suspending the use of the Transaction Documents, the Documents or preventing the suspending the offer, sale or distribution of the Subscription Receipts, the Underlying Securities, the Compensation Option Receipts, the Compensation Options, the underlying securities thereof or other securities of the Corporation in the

manner contemplated herein, if any, nor instituted proceedings for that purpose and no such proceedings are, to the knowledge of the Corporation, pending or contemplated;

- (jjjj) all information and statements contained in the Documents (except information and statements relating solely to the Agents and furnished by them in writing specifically for use therein): (i) are true and correct in all material respects at the time of delivery of the Documents; (ii) contain no misrepresentation relating to the Corporation and its Subsidiaries or the Offering as required by Canadian Securities Laws and the Documents comply with applicable Canadian Securities Laws; and (iii) do not omit any material fact or information which is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made;
- (kkkk) any statistical, industry and market-related data or information included in the Documents are based on or derived from sources that the Corporation believes to be reliable and accurate in all material respects, and the Corporation has obtained the consent to the use of any such data or information from such sources to the extent required;
- (llll) the Corporation has a reasonable basis for disclosing any forward-looking or future-oriented financial information contained in the Documents and is not, as at the date hereof, required to update any such forward-looking information pursuant to NI 51-102;
- (mmmm) to the knowledge of the Corporation, there is no pending or contemplated change to any law, regulation or position of a Governmental Authority that would have Material Adverse Effect;
- (nnnn) the minute books and corporate records of the Corporation and the Subsidiaries made or to be made available to Borden Ladner Gervais LLP in connection with the Agents' due diligence investigations of the Corporation for the periods from their respective dates of incorporation or other such date to the date of examination thereof, are the original minute books and records of such companies or true copies thereof and contain copies of all proceedings other than in respect of the Offering (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of such companies and there have been no other proceedings of the shareholders, boards of directors or any committee of the boards of directors of such companies to the date of review of such corporate records and minute books not reflected in such minute books and corporate and other records other than those which have been disclosed to the Agents in writing and those which are not material in the context of the Corporation on a consolidated basis;
- (oooo) the Corporation is in compliance in all material respects with its continuous and timely disclosure obligations under Canadian Securities Laws and the rules and regulations of the TSX and has filed all documents required to be filed by it with the securities regulators under applicable Canadian Securities Laws, and no document has been filed on a confidential basis with the securities regulators that remains confidential at the date hereof;
- (pppp) the Corporation has not withheld from the Agents any fact or information relating to the Corporation, the Subsidiaries or to the Offering that could reasonably be expected to be material to the Agents;
- (qqqq) the representations and warranties of the Corporation in the Subscription Agreements are true and correct;

- (rrrr) at the time of delivery thereof to the Agents, the descriptions of the securities of the Corporation in the Preliminary Prospectus and the Final Prospectus will be true, complete and accurate descriptions, in all material respects, of the rights, privileges, restrictions, terms and conditions attaching to such securities;
- (ssss) the Agents' Option has been duly and validly authorized and granted by the Corporation;
- (tttt) at the time of delivery thereof to the Agents, the Preliminary Prospectus, the Final Prospectus and any Supplementary Material, including any and all amendments thereto, will (i) be true and correct in all material respects; (ii) contain no misrepresentation relating to the Corporation and its Subsidiaries or the Offering as required by Canadian Securities Laws and comply with applicable Canadian Securities Laws; and (iii) not omit any material fact or information which is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made; and
- (uuuu) the Preliminary Prospectus, the Final Prospectus and any Supplementary Material, as the case may be, will be prepared and filed in compliance in all material respects with the Canadian Securities Laws of the Canadian Qualifying Jurisdictions.

It is further agreed by the Corporation that all representations, warranties and covenants contained in this Agreement made by the Corporation to the Agents shall also be deemed to be made for the benefit of Purchasers as if the Purchasers were also parties to this Agreement (it being agreed that the Agents are acting for and on behalf of the Purchasers for this purpose).

Section 8 Additional Covenants of the Corporation

In addition to any other covenant of the Corporation set forth in this Agreement, the Corporation covenants and agrees with the Agents that:

- (a) it will comply in all material respects with the terms and conditions of the Transaction Documents and it will cause its Subsidiaries to comply in all material respects with the terms and conditions of each of the agreements included in the Transaction Documents;
- (b) during the period commencing on the date of this Agreement and ending at Offering Termination Date, it will promptly notify the Agents in writing of any of the representations or warranties made by the Corporation in this Agreement being no longer true and correct in any material respect;
- (c) during the period commencing on the date of this Agreement and ending on the Offering Termination Date, the Corporation will promptly inform the Agents of the receipt by the Corporation of (i) any communication of a material nature from any Securities Commission or similar regulatory authority, any stock exchange or any other Governmental Authority relating to the Corporation or the distribution of the Subscription Receipts or the Underlying Securities, and (ii) the issuance by any Securities Commission or similar regulatory authority, any stock exchange or any other Governmental Authority of any order to cease or suspend trading of any securities of the Corporation or of the institution or threat of institution of any proceedings for that purpose;
- (d) the Corporation will promptly, and in any event within any applicable time limitation, comply to the reasonable satisfaction of the Agents and Agents' Counsel with the Canadian Securities Laws of the Canadian Qualifying Jurisdictions in which it is then a reporting

issuer with respect to any material change, change, occurrence or event of the nature referred to in Section 8(c);

- (e) the Corporation will use the net proceeds from the Offering as described in the Final Prospectus;
- (f) the Corporation will execute and deliver or file with the Securities Commissions as required all forms, notices and certificates relating to the Offering required to be filed pursuant to Canadian Securities Laws in the time required by Canadian Securities Laws;
- (g) the Corporation will ensure that, at all times prior to the expiry of the Warrants and the Compensation Options, a sufficient number of Warrant Shares and Compensation Option Shares, respectively, are reserved for issuance upon the due exercise of the Warrants and the Compensation Options, respectively;
- (h) the Corporation will make all necessary filings, use commercially reasonable efforts to obtain all necessary regulatory consents and approvals (if any) and the Corporation will pay all filing fees required to be paid in connection with the transactions contemplated in this Agreement; and
- (i) the Corporation will use commercially reasonable efforts to cause the satisfaction of the Escrow Release Condition.

Section 9 Covenants of the Agents

- (1) Each of the Agents, severally and not jointly, hereby covenants and agrees with the Corporation as follows:
 - (a) to conduct its activities in connection with the offer, sale and distribution of the Subscription Receipts in compliance with, and will require any Selling Group member to agree to comply with, and will cause its U.S. Affiliates to comply with, all Applicable Securities Laws and the provisions of this Agreement;
 - (b) it will not, will cause its U.S. Affiliates not to and will require any Selling Group member to agree not to, directly or indirectly, offer, solicit offers to purchase or sell the Subscription Receipts or deliver any offering memorandum to Purchasers so as to require registration of the Subscription Receipts or filing of a prospectus or registration statement with respect to those Subscription Receipts under the laws of any jurisdiction other than the Canadian Qualifying Jurisdictions, including, without limitation, the United States and will require any Selling Group member to agree, that any offer or sale of Units in the United States will be made in accordance with the terms and conditions set out in Schedule “A”; and
 - (c) to use commercially reasonable best efforts to obtain from each Purchaser a duly completed and executed Subscription Agreement and other forms required under Canadian Securities Laws or the Applicable Securities Laws of the Offering Jurisdictions outside of Canada that are provided to the Agents by the Corporation for execution by Purchasers relating to the issuance and sale of the Subscription Receipts.
- (2) For greater certainty, no Agent shall be liable to the Corporation under this Section 9 with respect to a default by any of the other Agents.

Section 10 Deliveries and Closing

The sale of the Subscription Receipts shall be completed at the Closing Time electronically. At the Closing Time, the Corporation shall deliver to the Agents:

- (a) the opinions, certificates and agreements referred to in Section 5 and all other documents required to be provided by the Corporation to the Agents pursuant to this Agreement and the Subscription Agreements;
- (b) definitive certificates representing the Subscription Receipts purchased from it registered in the name of “CDS & CO.” or in such other name or names as the Lead Agent may direct the Corporation in writing not less than 24 hours prior to the Closing Time; provided that, alternatively, if requested by the Lead Agent, at the Closing Time, the Corporation shall duly and validly deliver in uncertificated form to the Agents, or in any manner directed by the Agents in writing, the Subscription Receipts purchased from it, registered in the name of “CDS & CO.” or such other name or names as the Lead Agent may direct the Corporation in writing not less than 24 hours prior to the Closing Time;
- (c) the receipt of the Subscription Receipt Agent (in accordance with the Subscription Receipt Agreement) for payment by the Agents of an amount equal to the aggregate purchase price for the Subscription Receipts sold pursuant to the Offering, less (i) any amounts in respect of purchases of Subscription Receipts settled directly with the Corporation, and (ii) an amount equal to 50% of the Agents’ Commission and the Agents’ Expenses provided for in Section 14; and
- (d) such further documentation as may be contemplated by this Agreement or as the Agents or the Agents’ Counsel may reasonably require;

against:

- (e) all duly completed Subscription Agreements tendered by the Purchasers for the Subscription Receipts being issued and sold and, where applicable, all completed forms, schedules and certificates contemplated by the Subscription Agreements;
- (f) a wire transfer of immediately available funds to the Subscription Receipt Agent (in accordance with this Agreement and the Subscription Receipt Agreement) in an amount equal to the aggregate purchase price for the Subscription Receipts sold pursuant to the Offering, less (i) any amounts in respect of purchases of Subscription Receipts settled directly with the Corporation, and (ii) an amount equal to 50% of the Agents’ Commission and Agents’ Expenses provided for in Section 14; and
- (g) the Agents’ receipt for 50% the Agents’ Commission and Agents’ Expenses and the Subscription Receipts delivered to the Agents.

Section 11 Termination Rights

- (1) All terms and conditions set out in this Agreement, other than those which expressly provide for an obligation of the Agents, shall be construed as conditions and any material breach or failure by the Corporation to comply with any such conditions in favour of the Agents shall entitle the Agents to terminate their obligations under this Agreement by written notice to that effect given to the Corporation before the Closing Time. The Corporation shall use commercially reasonable efforts to cause all conditions in this Agreement to be satisfied. It is understood that the Agents may waive

in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any subsequent breach or non-compliance, provided that to be binding on the Agents, any such waiver or extension must be in writing.

- (2) In addition to any other remedies which may be available to the Agents in respect of any default, act or failure to act, or non-compliance with the terms of this Agreement by the Corporation, the Agents (or any of them) shall be entitled, at their option, to terminate and cancel, without any liability on the part of the Agents, their obligations under this Agreement by giving written notice to the Corporation at any time after the date hereof and before the Closing Time:
- (a) there should occur any (i) material change (actual, contemplated or threatened) in or affecting the Business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation (including the departure of the Corporation's CEO or CFO (or persons in equivalent position)), change of a material fact, or any development that could result in a material change or change of a material fact which, in the sole opinion of the Agents, or any one of them, acting reasonably, could reasonably be expected to have a material adverse effect on the Corporation or could reasonably be expected to have a significant effect on the market price or value of the Common Shares or could reasonably be expected to result in purchasers of Subscription Receipts exercising their rights under applicable securities laws to withdraw from or rescind their purchase thereof or sue for damages in respect thereof; or (ii) the Agents, or any one of them, shall become aware of any material information with respect to the Corporation which had not been publicly disclosed and which in the sole opinion of the Agents or any one of them, acting reasonably, could be expected to have a material adverse effect on the market price or value of the Common Share, the Subscription Receipts or the Underlying Securities;
 - (b) there should develop, occur or come into effect or existence any event, action, state, or condition or any action, law or regulation, inquiry, including, without limitation, terrorism, accident, pandemic (including any material escalation in the severity of the COVID-19 outbreak), natural disaster, public protest, or major financial, political or economic occurrence of national or international consequence, or any action, government, law, regulation, inquiry or any other occurrence of any nature, which, in the reasonable opinion of the Agents (or any one of them), materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or the U.S. or the Business, operations or affairs of the Corporation and the Subsidiaries taken as a whole, or the marketability of the Subscription Receipts;
 - (c) (i) any order to cease or suspend trading in any securities of the Corporation or prohibiting or restricting the distribution of any of the Common Shares is made, or proceedings are announced, commenced or threatened for the making of any such order, by any securities commission or similar regulatory authority, the TSX or other stock exchange or other competent authority, and has not been rescinded, revoked or withdrawn; or (ii) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) in relation to the Corporation or any of the directors or officers of the Corporation is announced, commenced or threatened by any securities commission or similar regulatory authority, the TSX or any other competent authority or any order has been issued under or pursuant to any statute of Canada or of any province of Canada or of any other jurisdiction, or any other applicable law or regulatory authority (unless based solely on the activities or alleged activities of the Agents), or there is a change in law, regulation or policy or the interpretation or administration thereof, if, in the sole opinion of the Agents or any one of them, acting reasonably, the change, announcement, commencement or threatening thereof

materially adversely affects the Corporation or materially prevents or restricts the trading in, or materially adversely impacts the distribution of, the Subscription Receipts, the Underlying Securities or the Common Shares;

- (d) the state of the Canadian, U.S. or international markets where it is planned to market the Offering is such that, in the reasonable opinion of the Agents, the Subscription Receipts cannot be profitably marketed;
 - (e) the Lead Agent is not satisfied in its sole discretion, with the completion of the due diligence investigations; and
 - (f) the Agents, or any one of them, acting reasonably, determines that the Corporation shall be in breach of, default under or non-compliance with any covenant, term, condition or material representation or warranty of this Agreement.
- (3) Any one or more of the Agents shall be entitled to terminate and cancel their respective obligations to the Corporation under this Agreement in accordance with this Section 11 by written notice to that effect given to the Corporation at any time prior to the Closing. If any of the Agents exercises their right to terminate this Agreement, then the Corporation will immediately issue a press release. A notice of termination given by any Agent under this Section 11 shall not be binding upon the other Agents. If this Agreement is terminated by any of the Agents pursuant to Section 11, there shall be no further liability to the Corporation on the part of such Agents or of the Corporation to such Agents, except in respect of any liability which may have arisen or may thereafter arise under Section 13, 14 and Section 18. The right of the Agents to terminate their respective obligations under this Agreement is in addition to such other remedies as the Agents may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

Section 12 Survival of Representations and Warranties

All representations, warranties, covenants and agreements of the Corporation and/or the Agents herein contained or contained in documents submitted pursuant to this Agreement and in connection with the transaction of purchase and sale herein contemplated shall survive for a period ending on the date that is three years following the Closing Date. Notwithstanding the preceding sentence, Section 13 shall survive the purchase and sale of the Subscription Receipts and the termination of this Agreement and shall continue in full force and effect for the benefit of the Agents or the Corporation, as the case may be, regardless of any subsequent disposition of the Subscription Receipts or any investigation by or on behalf of the Agents with respect thereto without limitation other than any limitation requirements of Applicable Laws. The Agents and the Corporation shall be entitled to rely on the representations and warranties of the Corporation or the Agents, as the case may be, contained herein or delivered pursuant hereto notwithstanding any investigation which the Agents or the Corporation may undertake or which may be undertaken on their behalf.

Section 13 Indemnity & Contribution

- (a) The Corporation agrees to indemnify and save harmless the Agents, their respective subsidiaries and affiliates and their respective directors, officers, employees, partners, agents, and shareholders, each other person, if any, controlling the Agents or any of their subsidiaries (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”) from and against any and all any and all losses (other than loss of profits), claims (including shareholder actions, derivative or otherwise), actions, suits, proceedings, damages or liabilities, joint or several, including the aggregate amount paid in settlement

of any actions, suits, proceedings, investigations or claims, and the reasonable fees, expenses and taxes of their counsel (collectively, the “**Losses**”) that may be incurred in investigating or advising with respect to and/or defending or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the “**Claims**”) or to which the Indemnified Parties may become subject or otherwise involved in any capacity insofar as such Losses or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Corporation by the Indemnified Parties or otherwise in connection with the matters referred to in this Agreement, including, without limitation, in any way caused by, or arising directly or indirectly from, or in consequence of:

- (i) any information or statement (except information or statements relating solely to and provided in writing by any of the Agents expressly for use in the Documents, the Preliminary, Prospectus, the Final Prospectus or any Supplementary Material) contained in the Transaction Documents, the Documents, the Preliminary, Prospectus, the Final Prospectus or any Supplementary Material, which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation or an untrue statement of a material fact;
- (ii) any omission or alleged omission to state in the Transaction Documents, the Documents, the Preliminary, Prospectus, the Final Prospectus or any Supplementary Material, or in any certificate of the Corporation delivered under or pursuant to this Agreement, any fact or information (whether material or not) (except facts relating solely to and provided in writing by any of the Agents expressly for use in the Documents, the Preliminary, Prospectus, the Final Prospectus or any Supplementary Material) required to be stated in such document or certificate or necessary to make any statement in such document or certificate not misleading in light of the circumstances under which it was made;
- (iii) any inaccuracy of any representation or warranty of the Corporation contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto;
- (iv) any breach by the Corporation of any covenant to be performed by it contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto or thereto;
- (v) the non-compliance or alleged non-compliance by the Corporation with any requirement of Applicable Securities Laws relating to the sale of the Subscription Receipts, including the Corporation’s non-compliance with any statutory requirement to make any document available for inspection; or
- (vi) any order made or any inquiry, investigation or proceeding (formal or informal) instituted, threatened or announced by any court, securities regulatory authority, stock exchange or other competent authority (except any such proceeding or order based solely upon the activities of any of the Indemnified Parties) or any change of law or the interpretation or administration thereof which operates to prevent or restrict the trading in or the distribution of the Subscription Receipts, the Underlying Securities, the Compensation Option Receipts, the Compensation Options or any underlying securities thereof, or any securities of the Corporation or any of them in any of the Offering Jurisdictions.

- (b) This indemnity shall not be available to any Indemnified Party in relation to any Losses which are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted primarily from the Indemnified Party's fraud or illegal act, gross negligence or wilful misconduct.
- (c) If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected, acting reasonably, and the payment of all expenses. Failure or delay by the Indemnified Party to so notify will not relieve the Corporation of its obligation of indemnification under this Agreement unless (and only to the extent that) such failure or delay materially prejudices the defence of such Claim or results in a material increase in the liability which the Corporation would otherwise have under this indemnity had the Indemnified Parties not so failed to give or delayed in giving the notice required hereunder.
- (d) No admission of liability and no settlement, compromise or termination of any Claim will be made without the Corporation's written consent and the written consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed.
- (e) The Corporation shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel. Upon the Corporation notifying the Indemnified Parties in writing of its election to assume the defence and retaining counsel, the Corporation shall not be liable to the Indemnified Parties for any legal expenses subsequently incurred by the Indemnified Parties in connection with such defence. If such defence is assumed by the Corporation, the Corporation throughout the course thereof will provide copies of all relevant documentation to the Indemnified Parties, will keep the Indemnified Parties advised of the progress thereof and will discuss with the Indemnified Parties all significant actions proposed.
- (f) Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:
 - (i) employment of such counsel has been authorized in writing by the Corporation;
 - (ii) the Corporation has not assumed the defence of the Claim within a reasonable period of time after receiving notice of the Claim;
 - (iii) the named parties to any such claim include both the Corporation and the Indemnified Party and the Indemnified Party has been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Corporation and the Indemnified Party; or
 - (iv) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Corporation such that that representation of both parties by the same counsel would be inappropriate for any

reason, including without limitation because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Corporation (in which event and to that extent, the Corporation shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Corporation and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Corporation shall not have the right to assume or direct the defence on the Indemnified Party's behalf);

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Corporation's account.

- (g) The rights accorded to the Indemnified Parties under this Agreement will be in addition to any rights an Indemnified Party may have at common law or otherwise.
- (h) The Corporation will not, without the Indemnified Party's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought under this Agreement (whether or not any Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination includes a release of each applicable Indemnified Party from liabilities arising out of such action, suit proceeding investigation or claim.
- (i) The Corporation agrees that if any Claim shall be brought or commenced against the Corporation and/or any Indemnified Party and the personnel of such Indemnified Party shall be required to testify in connection therewith or shall be required to participate or respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Indemnified Parties, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall, subject to the right of indemnity, be paid by the Corporation as they occur.
- (j) 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 is insufficient to hold them harmless, the Corporation 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 Corporation or the Corporation'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; provided that the Agents shall not in any event be liable to contribute in the aggregate, any amounts in excess of the Agents' Commission paid by the Corporation to the Agents and the Corporation shall be responsible for the balance, whether or not it has been sued. For avoidance of any doubt, the Corporation 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 any Indemnified Parties under this Agreement.

- (k) The Corporation hereby waives all rights which it may have by statute or common law to recover contribution from the Agents in respect of Losses, claims, costs, damages, expenses or liabilities which any of them may suffer or incur directly or indirectly (in this paragraph, “**losses**”) by reason of or in consequence of a document containing a misrepresentation; provided, however, that such waiver shall not apply in respect of losses by reason of or in consequence of any misrepresentation which is based upon or results from information or statements furnished by or relating solely to the Agents.
- (l) In the event that the Corporation may be held to be entitled to contribution from the Agents under the provisions of any statute or law, or pursuant to the foregoing paragraph, the Corporation shall be limited to contribution in an amount not exceeding the lesser of: (i) the portion of the full amount of Losses, claims, costs, damages, expenses and liabilities, giving rise to such contribution for which the Agents are responsible, as determined above; and (ii) the amount of the Agents’ Commission actually received by the Agents. Notwithstanding the foregoing, a party guilty of fraudulent misrepresentation shall not be entitled to contribution from the other party. Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this Section, notify such party from whom contribution may be sought. In no case shall such party from whom contribution may be sought be liable under this Agreement unless such notice has been provided, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any other obligation it may have otherwise than under this Section.
- (m) The Corporation hereby constitutes the Lead Agent as trustee for each of the other Indemnified Parties of the Corporation’s covenants under this indemnity with respect to such persons and the Lead Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.
- (n) The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties who are not signatories hereto and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation and the Indemnified Parties.

Section 14 Expenses

The Corporation shall pay all reasonable expenses and fees in connection with the offering of Subscription Receipts contemplated by this Agreement, including, without limitation, expenses of or incidental to the issue, sale or distribution of the Subscription Receipts, the Underlying Securities and the filing of the Prospectuses and expenses of or incidental to all other matters in connection with the transaction set out in this Agreement, including, without limitation, the fees and expenses of the Corporation’s counsel and of local counsel to the Corporation, the fees and expenses of the auditors of the Corporation, the fees and expenses of the transfer agent for the Common Shares, the warrant agent for the Warrants and the subscription receipt agent for the Subscription Receipts, all costs incurred in connection with the preparation and printing of the Prospectuses and certificates representing the Subscription Receipts, the Underlying Securities, the Compensation Option Receipt Certificates and the Compensation Option Certificates, the miscellaneous fees and expenses of the Agents and the reasonable fees and disbursements of the Agents’ counsel, whether or not the Offering is completed (subject to a maximum of \$250,000, excluding taxes and disbursements) (collectively, the “**Agents’ Expenses**”). All fees and expenses incurred by the Agents or on its behalf shall be payable by the Corporation immediately upon receiving an invoice for such fees and expenses from the Agents and shall be payable whether or not the

Offering is completed. At the option of the Lead Agent, on behalf of the Agents, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation at Closing.

Section 15 Syndication of Agents

The Agents' obligations under this Agreement shall be several and not joint. The sale of the Subscription Receipts subject to the Offering shall be on a commercially reasonable "best efforts" private placement basis without underwriter liability and the respective obligations and rights and benefits hereunder shall be as to the percentages set out below. Furthermore, subject to the terms of this Agreement, the parties hereto agree and acknowledge that the Agents' Commission and the Compensation Option Receipts shall be apportioned as follows: (i) a step-up fee equal to 6.0% of the Agents' Commission to Stifel GMP in consideration for the work rendered by the Lead Agent in respect of the Offering, and (ii) the Compensation Option Receipts, and the remainder of the Agents' Commission among the Agents in the percentages set out below.

Stifel GMP	50%
iA Private Wealth Inc.	30%
Canaccord Genuity Corp.	20%
	100%

Section 16 Action by Agents

All steps which must or may be taken by the Agents in connection with the Closing of the Offering, with the exception of the matters relating to termination contemplated by Section 11 or as otherwise specified herein, may be taken by the Lead Agent, on behalf of the other Agents, and the execution of this Agreement by the other Agents and by the Corporation shall constitute the Corporation's authority and obligation for accepting notification of any such steps from, and for delivering the definitive documents constituting the Subscription Receipts to, or to the order of, the Lead Agent. The Lead Agent shall fully consult with the other Agents with respect to all notices, waivers, extensions or other communications to or with the Corporation.

Section 17 Exercise of Agents' Option

- (1) The Agents' Option shall be exercisable, in whole or in part, and from time to time, by the Agents by giving written notice to the Corporation on or before a date that is not later than 14 days following the Closing Date. Any such election may be exercised only by written notice from the Lead Agent, on behalf of the Agents, to the Corporation (the "**Option Notice**") by 9:00 a.m. (Toronto time) on or before the 14th day following the Closing Date, such notice to set forth: (i) the aggregate number of Additional Subscription Receipts or Additional Units to be purchased, as applicable; and (ii) the date for the purchase of the Additional Subscription Receipts or Additional Units (the "**Option Closing Date**"), provided that such date shall not be less than two Business Days following the date of such notice. Upon exercise of the Agents' Option as provided herein the Corporation shall become obligated to sell the total number of Additional Subscription Receipts or Additional Units, as applicable, in respect of which the Agents are exercising the Agents' Option.
- (2) Any such closing shall be referred to as an "**Option Closing**" and shall be conducted in the same manner as the Closing, with such modifications as may be necessary to facilitate the Option Closing. In the event the Agents' Option is exercised prior to the Closing Date, the Option Closing shall take place together with the Closing on the Closing Date. At any Option Closing, the Corporation and the Agents shall make all necessary payments and the Corporation shall, at its sole expense, deliver all of the certificates, opinions and other documents requested by the Lead Agent,

on behalf of the Agents, to be delivered by it on the Closing Date, each updated to the date of any such Option Closing.

Section 18 Right of First Refusal

- (1) If within a period of 12 months from the Closing Date (the “**Right of First Refusal Period**”), the Corporation determines to undertake a public or private offering of debt, equity or equity-based securities or securities convertible exchangeable or convertible into Common Shares or debt instruments of the Corporation (a “**Subsequent Offering**”), the Lead Agent will have a right of first refusal to participate as sole or co-lead manager, underwriter and/or agent and sole bookrunner with a minimum economic position of 50% (the “**Right of First Refusal**”). In such event, the Corporation and the Lead Agent will, in good faith, negotiate and enter into a separate agreement or other appropriate documentation for such engagement containing such compensation and other terms and conditions as are customary for similar engagements, including, without limitation, appropriate indemnification provisions.
- (2) The Corporation must provide the Lead Agent with prompt written notification if the Corporation determines to pursue a Subsequent Offering, which notification will provide sufficient detail to enable the Lead Agent to determine whether it wishes to exercise its Right of First Refusal (the “**Notice of a Subsequent Offering**”). Following receipt of the Notice of a Subsequent Offering, the Lead Agent must exercise its Right of First Refusal within 10 Business Days, save and except in the circumstance that the Corporation has advised the Lead Agent in the Notice of a Subsequent Offering of a bought-deal engagement, for which the response time of the Lead Agent is reduced from 10 Business Days to 5 Business Days. If the Lead Agent does not respond within the relevant time period, it shall relinquish its rights with respect to that particular Subsequent Offering only, but shall continue to have a Right of First Refusal in relation to any other Subsequent Offerings during the Right of First Refusal Period.
- (3) If the Lead Agent declines to exercise its Right of First Refusal with respect to a Subsequent Offering (the “**Notice of Declination**”) that it has properly received a Notice of a Subsequent Offering for, the Corporation shall be entitled for a period of 30 days, beginning upon the date it receives the Notice of Declination, to engage another agent or underwriter with respect to that Subsequent Offering; provided, however, that the terms and conditions of any such engagement shall be no more favourable to such other agent or underwriter than the terms and conditions offered by the Corporation to the Lead Agent. Upon expiry of such 30 day period, the Corporation shall not be entitled to enter an engagement or agreement with any agent or underwriter without complying with Sections 18(1) and (18(2).

Section 19 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to principles of conflicts of law). Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of any dispute arising under this Agreement.

Section 20 Notices

All notices or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by facsimile to such other party as follows:

(a) to the Corporation at:

iFabric Corp.
525 Denison Street, Unit 1
Markham, Ontario L3R 1B8

Attention: Hylton Karon, President and Chief Executive Officer
Email: [REDACTED]

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

Fogler, Rubinoff LLP
77 King St West, Suite 3000
Toronto, ON M5K 1G8

Attention: Eric Roblin
Email: [REDACTED]

(b) if to the Agents, to the Lead Agent at:

Stifel Nicolaus Canada Inc.
145 King Street West, Suite 300
Toronto, ON M5H 1J8
Attention: Brandon Roopnarinesingh
Email: [REDACTED]

with a copy (for information purposes only and not constituting notice) to:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, Ontario M5H 4E3

Attention: Cameron A. MacDonald
Email: [REDACTED]

or at such other address, e-mail address or facsimile number as may be given by either of them to the other in writing from time to time and such notices or other communications shall be deemed to have been received when personally delivered or, if delivered by e-mail or facsimile, on the date of receipt (with receipt confirmed) provided notice or communication is received before 4:30 p.m. (recipient's time) on a Business Day or, in any other case, on the next Business Day after such notice or other communication has been delivered by e-mail or facsimile.

Section 21 Agents as Trustee

The Corporation acknowledges and agrees that it is the intention of the parties to this Agreement and the Corporation hereby constitutes the Agents as trustee for each of the Purchasers in respect of each of the covenants, agreements and representations and warranties of the Corporation contained in this Agreement and the Agents shall be entitled, as trustee, in addition to any rights of the Purchasers, to enforce such covenants, agreements and representations and warranties on behalf of the Purchasers

Section 22 Counterpart Signature

This Agreement may be executed in one or more counterparts (including counterparts by facsimile or other electronic means), which together shall constitute an original copy hereof as of the date first noted above.

Section 23 Time of the Essence

Time shall be of the essence in this Agreement.

Section 24 Severability

If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this Agreement and shall be severable from this Agreement.

Section 25 Entire Agreement

This Agreement constitutes the entire agreement between the Agents and the Corporation relating to the subject matter hereof and supersedes all prior agreements between the Agents and the Corporation relating to the Offering, including the provisions of the Engagement Letter.

Section 26 Obligations of the Agents

In performing their respective obligations under this Agreement, the Agents shall be acting severally and not jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership or joint venture between the Agents.

Section 27 Advertisements.

The Corporation acknowledges that the Agents shall have the right at their own expense, subject to the prior written consent of the Corporation, such consent not to be unreasonably withheld, to place such advertisement or advertisements relating to the sale of the Subscription Receipts as the Agents may consider desirable or appropriate and as may be permitted by Applicable Laws. The Corporation 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 in this Agreement so as to result in any exemption from the prospectus and registration or other similar requirements under Applicable Securities Laws in any of the provinces or territories of Canada or any other jurisdiction in which the Subscription Receipts shall be offered and sold being unavailable in respect of the sale of the Subscription Receipts to prospective purchasers.

Section 28 Advice

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

written opinions or advice or materials provided by the Agents or any unauthorized reference to any of the Agents or this Agreement.

Section 29 Conflict

The Corporation acknowledges that the Agents and their affiliates carry on a range of businesses, including providing stockbroking, investment advisory, research, investment management and custodial services to clients and trading in financial products as agent or principal. It is possible that the Agents and other entities in their respective groups that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Agreement and effect transactions in those securities for their own account or for the account of their respective clients. The Corporation agrees that these divisions and entities may hold such positions and effect such transactions without regard to the Corporation's interests under this Agreement.

Section 30 No Fiduciary Duty

The Corporation hereby (i) acknowledges and agrees that the transactions contemplated under this Agreement are arm's-length commercial transactions between the Corporation, on the one hand, and the Agents and any affiliates through which it may be acting, on the other; (ii) acknowledges and agrees that the Agents are not acting as a fiduciary of the Corporation; (iii) acknowledges and agrees that the Corporation's engagement of the Agents in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity; (iv) acknowledges and agrees that the Agents have certain statutory obligations as registrants under Applicable Securities Laws and have certain relationships with their clients; and (v) consents to the Agents acting under this Agreement while continuing to act for their clients. To the extent that the Agents' statutory obligations as a registrant under Applicable Securities Laws or relationships with their clients conflicts with their obligations under this Agreement, each of the Agents shall be entitled to fulfil its statutory obligations as a registrant under Applicable Securities Laws and its duties to its clients. Nothing in this Agreement shall be interpreted to prevent each of the Agents from fulfilling its statutory obligations as a registrant under Applicable Securities Laws or acting for its clients. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Agents have advised or is currently advising the Corporation on related or other matters). None of the Agents have rendered advisory services beyond those, if any, required of an investment dealer by securities laws in respect of an offering of the nature contemplated by this Agreement and the Corporation agrees that it will not claim that any of the Agents has rendered advisory services beyond those, if any, required of an investment dealer by Applicable Securities Laws in respect of the Offering, or that any of the Agents owe a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading to such transaction.

Section 31 Successors and Assigns

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agents and their respective successors and permitted assigns. This Agreement shall not be assignable by any party to this Agreement without the prior written consent of the other parties.

Section 32 Effective Date

This is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

[remainder of page intentionally left blank]

If the Corporation 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,

STIFEL NICOLAUS CANADA INC.

Per: “Brandon Roopnarinesingh”
Brandon Roopnarinesingh
Vice-President, Investment Banking

IA PRIVATE WEALTH INC.

Per: “John Rak”
John Rak
Managing Director

CANACCORD GENUITY CORP.

Per: “Mike Lauzon”
Mike Lauzon
Managing Director, Investment Banking

Accepted and agreed to effective as of the date of this Agreement.

IFABRIC CORP.

Per: “Hylton Karon”
Hylton Karon
President and Chief Executive Officer

SCHEDULE “A”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule and related exhibits, the following terms shall have the meanings indicated:

- (a) **“Directed Selling Efforts”** means “directed selling efforts” as that term is defined in Rule 902(c) of Regulation S, which, without limiting the foregoing, but for greater clarity in this Schedule, includes, subject to the exclusions from the definition of “directed selling efforts” contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Subscription Receipts, the Underlying Securities or the Warrant Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Subscription Receipts, the Underlying Securities or the Warrant Shares;
- (b) **“Foreign Issuer”** means “foreign issuer” as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule “A”, it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States, or (b) a national of any country other than the United States, or (c) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States, and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;
- (c) **“General Solicitation”** and **“General Advertising”** means “general solicitation” and “general advertising”, respectively, as used under Rule 502(c) of Regulation D, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (d) **“Offshore Transaction”** means an “offshore transaction” as that term is defined in Rule 902(h) of Regulation S;
- (e) **“Regulation D”** means Regulation D adopted by the SEC under the U.S. Securities Act;
- (f) **“Regulation S”** means Regulation S adopted by the SEC under the U.S. Securities Act;
- (g) **“SEC”** means the United States Securities and Exchange Commission;
- (h) **“Substantial U.S. Market Interest”** means “substantial U.S. market interest” as that term is defined in Rule 902(j) of Regulation S; and

- (i) “**U.S. Affiliate**” of any Agent means the U.S. registered broker-dealer affiliate of such Agent that makes offers of the Subscription Receipts to, or for the account or benefit of, persons in the United States or U.S. Persons.

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

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants, acknowledges, covenants and agrees with the Agents, as at the date hereof and as at the Closing Date, that:

1. The Corporation is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the Subscription Receipts, the Underlying Securities, the Warrant Shares or the Common Shares.
2. The Corporation is not, and after giving effect to the Offering contemplated by this Agreement and the application of the proceeds of the Offering contemplated by this Agreement, will not be, an “investment company” as such term is defined under the *Investment Company Act of 1940*, as amended.
3. It is acknowledged that the Subscription Receipts, the Underlying Securities and the Warrant Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Except with respect to offers and sales of Subscription Receipts to U.S. Accredited Investors and Qualified Institutional Buyers in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws, neither the Corporation nor any of its affiliates, nor any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, or any members of the Selling Group formed by them, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement), has made or will make (A) any offer to sell, or any solicitation of an offer to buy, any Subscription Receipts to, or for the account or benefit of, a person in the United States or a U.S. Person, or (B) any sale of Subscription Receipts unless, at the time the buy order was or will have been originated, the Purchaser is (i) outside the United States and not a U.S. Person, or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the Purchaser is outside the United States and not a U.S. Person.
4. Neither the Corporation nor any of its affiliates, nor any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, or any members of the Selling Group formed by them, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement), has engaged or will engage in any Directed Selling Efforts in the United States with respect to the Subscription Receipts, the Underlying Securities or the Warrant Shares, or has taken or will take any action that would cause the exemption from the registration requirements of the U.S. Securities Act afforded by Section 4(a)(2) thereof and/or Rule 506(b) of Regulation D or the exclusion from the registration requirements of the U.S. Securities Act afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Subscription Receipts, the Underlying Securities and the Warrant Shares pursuant to this Agreement.

5. None of the Corporation, any of its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, or any members of the Selling Group formed by them, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Subscription Receipts, the Underlying Securities or the Warrant Shares in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
6. Except with respect to offers and sales of the Subscription Receipts, the Underlying Securities and the Warrant Shares contemplated by this Agreement, neither the Corporation nor any person acting on behalf of the Corporation has, within six months prior to the commencement of the Offering and during the Offering, sold, offered for sale or solicited any offer to buy any of the Corporation's securities, and will not do so for a period of six months following the completion of the Offering, in a manner that would be integrated with the offer and sale of the Subscription Receipts, the Underlying Securities or the Warrant Shares and would cause the exemption from registration set forth in Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws to become unavailable with respect to offers and sales of the Subscription Receipts, the Underlying Securities and the Warrant Shares.
7. None of the Corporation, its affiliates or any person acting on behalf of any of them (other than the Agents, the U.S. Affiliates, or any members of the Selling Group formed by them, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the Offering of Subscription Receipts, the Underlying Securities or the Warrant Shares contemplated by this Agreement.
8. None of the Corporation, any of its subsidiaries, or to the knowledge of the Corporation, any member, officer, agent, employee or affiliate of the Corporation or any of its affiliates is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC"); and the Corporation will not directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any sanctions administered by OFAC.
9. With respect to the Subscription Receipts, Underlying Securities and Warrant Shares, if any, to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), none of the Corporation, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Corporation participating in the Offering, any beneficial owner (as that term is defined in Rule 13d-3 under the U.S. Securities Act) of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Subscription Receipts and the Underlying Securities (each, an "**Issuer Covered Person**" and together, the "**Issuer Covered Persons**") is subject to any), is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under Regulation D (a "**Disqualification Event**"). The Corporation has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event.
10. The Corporation is not aware of any person (other than any Dealer Covered Persons (as defined below)) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of Subscription Receipts and the Underlying Securities.

11. The Corporation will notify the Agents and the U.S. Affiliates in writing, prior to the Closing Date of (a) any Disqualification Event relating to any Issuer Covered Person and (b) any event that would with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.
12. The Corporation shall duly prepare and file with the SEC a Form D within 15 days after the first sale of the Regulation D Securities, and will file such notices and other documents as are required to be filed under the state securities laws of the states in which Subscription Receipts, the Underlying Securities and the Warrant Shares are sold to satisfy the requirements of applicable exemptions from registration or qualification of the Subscription Receipts, the Underlying Securities and the Warrant Shares under such laws.
13. None of the Corporation or any of its predecessors or affiliates has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
14. None of the Corporation, its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, or any members of the Selling Group formed by them, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement) will (i) take an action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Subscription Receipts for Underlying Securities, or (ii) pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of Subscription Receipts for Underlying Securities.
15. None of the Corporation or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

Representations, Warranties and Covenants of the Agents

Each of the Agents represents, warrants and covenants to the Corporation, as at the date hereof and as at the Closing Date, that:

1. It acknowledges that the Subscription Receipts, the Underlying Securities and the Warrant Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. It has not offered for sale by the Corporation, and will not offer for sale by the Corporation, any Subscription Receipts except: (a) in Offshore Transactions in compliance with Rule 903 of Regulation S; or (b) to, or for the account or benefit of, persons in the United States or U.S. Persons that are U.S. Accredited Investors or Qualified Institutional Buyers in compliance with the exemption afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws, as provided in paragraphs 2 through 14 below. Accordingly, neither the Agent, its U.S. Affiliate nor any of their affiliates nor any persons acting on any of their behalf, has made or will make (except as permitted in paragraphs 2 through 14 below) any (i) offer to sell or any solicitation of an offer to buy, any Subscription Receipts to, or for the account or benefit of, any person in the United States or a U.S. Person, (ii) sale of Subscription Receipts to any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States and not a U.S. Person, or such Agent, U.S. Affiliate, affiliate or person acting on any of their behalf reasonably believed that such Purchaser was outside the United States and not a U.S. Person, or (iii) Directed Selling Efforts in the United States with respect to the Subscription Receipts, the Underlying Securities or the Warrant Shares.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Subscription Receipts, the Underlying Securities or the Warrant Shares, except with its U.S. Affiliate, any Selling Group members or with the prior written consent of the Corporation. It shall require its U.S. Affiliate and each Selling Group member to agree, for the benefit of the Corporation, to comply with, and shall use its reasonable best efforts to ensure that its U.S. Affiliate and each Selling Group member complies with, the provisions of this Schedule applicable to the Agent as if such provisions applied directly to its U.S. Affiliate and such Selling Group member.
3. All offers and sales of Subscription Receipts to, or for the account or benefit of, persons in the United States and U.S. Persons shall be solicited and arranged by the Agent through its U.S. Affiliate, which on the dates of such offers and sales was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state securities laws (unless exempted therefrom) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. in accordance with all applicable United States state and federal securities (including broker-dealer) laws. The U.S. Affiliate will arrange for all offers and sales of Subscription Receipts in compliance with all applicable United States federal and state broker-dealer requirements and this Schedule.
4. It and its U.S. Affiliate and their respective affiliates, either directly or through a person acting on behalf of any of them, have not solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, any of the Subscription Receipts, Underlying Securities or the Warrant Shares to, or for the account or benefit of, a U.S. Person or person in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
5. Any offer, or solicitation of an offer to buy, Subscription Receipts that has been made or will be made to, or for the account or benefit of, a person in the United States or a U.S. Person was or will be made only to U.S. Accredited Investors and Qualified Institutional Buyers.
6. Immediately prior to soliciting any Purchaser that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, the Agent, its U.S. Affiliate, their respective affiliates, and any person acting on behalf of any of them, had reasonable grounds to believe and did believe that each such Purchaser was a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable, and at the time of completion of each sale to, or for the account or benefit of, a person in the United States or a U.S. Person, the Agent, the U.S. Affiliate, their respective affiliates, and any person acting on behalf of any of them will have reasonable grounds to believe and will believe, that each Purchaser designated by the Agent or the U.S. Affiliate to purchase Subscription Receipts from the Corporation is U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable.
7. Prior to arranging for any sale of Subscription Receipts by the Corporation to, or for the account or benefit of, a person in the United States or a U.S. Person, it shall cause each Purchaser to execute a Subscription Agreement in a form mutually acceptable to the Corporation and the Agents.
8. At least one business day prior to the Closing Date, the transfer agent for the Corporation will be provided with a list of the names and addresses of all Purchasers of the Subscription Receipts that are, or are acting for the account or benefit of, persons in the United States or U.S. Persons.
9. At Closing, each U.S. Affiliate and Agent that has offered or solicited offers and arranged for the sale of the Subscription Receipts by the Corporation to, or for the account or benefit of, a person in the United States or a U.S. Person, will provide a certificate, substantially in the form of Exhibit I hereto, relating to the manner of the offer and sale of the Subscription Receipts to, or for the account

or benefit of, persons in the United States or U.S. Persons, or be deemed to represent and warrant that no offers or sales of the Subscription Receipts were made to, or for the account or benefit of, persons in the United States or U.S. Persons by such persons.

10. All offerees of the Subscription Receipts solicited by it that are, or are acting for the account or benefit of, persons in the United States and U.S. Persons will be informed that the Subscription Receipts, the Underlying Securities and the Warrant Shares have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such Purchaser by the Corporation pursuant to the exemption afforded by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws.
11. None of the Agent, the U.S. Affiliate or any person acting on any of their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the offering of Subscription Receipts, the Underlying Securities and the Warrant Shares contemplated hereby.
12. None of the Agent, its U.S. Affiliate or any person acting on any of their behalf will (i) take an action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Subscription Receipts for the Underlying Securities, or (ii) receive any commission or other remuneration, directly or indirectly, for soliciting the exchange of Subscription Receipts for Underlying Securities.
13. With respect to the Regulation D Securities, none of (i) the Agent or its U.S. Affiliate, (ii) the Agent's or U.S. Affiliate's general partners or managing members, (iii) any of the Agent's or U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Subscription Receipts and the Underlying Securities, (iv) any of the Agent's or U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Subscription Receipts and the Underlying Securities or (v) any other person associated with any of the above persons, including any Selling Firm and any such persons related to such Selling Firm, that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of the Subscription Receipts and the Underlying Securities (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any Disqualification Event, except for a Disqualification Event contemplated by Rule 506(d)(2) of Regulation D and a description of which has been furnished in writing to the Corporation prior to the date hereof. It will notify the Corporation in writing, prior to the Closing Date of (a) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Corporation hereunder, and (b) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person.
14. The Agent represents that it is not aware of any person (other than any Dealer Covered Persons) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of any Subscription Receipts or Underlying Securities.

EXHIBIT I TO SCHEDULE “A”
(TERMS AND CONDITIONS OF U.S. SALES)
U.S. CERTIFICATE

In connection with the offer and sale of subscription receipts (collectively, the “**Subscription Receipts**”) of iFabric Corp. to, or for the account or benefit of, persons in the United States and U.S. Persons that are U.S. Accredited Investors or Qualified Institutional Buyers pursuant to a Subscription Agreement dated as of February 22, 2021, and pursuant to an agency agreement (the “**Agency Agreement**”) effective as of February 22, 2021 between the Corporation and the Agents named in the Agency Agreement, [●] (the “**Agent**”) and [●] (the “**U.S. Affiliate**”), the undersigned Agent and its U.S. Affiliate hereby certify as follows:

- (i) on the date of this certificate and on the date of each offer, solicitation of an offer or sale of Subscription Receipts to, or for the account or benefit of, a U.S. Person or person in the United States, the U.S. Affiliate is and was: (A) a duly registered broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the laws of each state where offers and sales of Subscription Receipts were made (unless exempted from the respective state’s broker-dealer requirements); and (B) a member of and in good standing with the Financial Industry Regulatory Authority Inc.;
- (ii) all offers of Subscription Receipts for sale by the Corporation to, or for the account or benefit of, a U.S. Person or person in the United States have been and will be effected and arranged by the U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements;
- (iii) immediately prior to offering or soliciting offers for the Subscription Receipts to or from offerees in the United States or to or for the account or benefit of a U.S. Person or person in the United States, we had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable, and, on the date of this certificate, we continue to believe that each person in the United State or U.S. Person purchasing Subscription Receipts from the Corporation is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable;
- (iv) no form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Subscription Receipts to or for the account or benefit of a U.S. Person or a person in the United States;
- (v) the offers and solicitations of offers of the Subscription Receipts to or for the account or benefit of a U.S. Person or person in the United States have been conducted by us in accordance with the terms of the Agency Agreement including Schedule “A” to the Agency Agreement;
- (vi) in connection with each sale of Subscription Receipts to or for the account or benefit of a U.S. Person or person in the United States we caused each such Purchaser to execute and deliver to the Corporation a Subscription Agreement in the form agreed by the Corporation and the Agents; and
- (vii) neither we, nor our affiliates or any person acting on any of our behalf have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Subscription Receipts and the Underlying Securities.

Terms used in this certificate have the meanings given to them in the Agency Agreement unless otherwise defined in this certificate.

Dated this __ day of _____, 2021.

[INSERT NAME OF AGENT]

[INSERT NAME OF U.S. AFFILIATE]

By: _____

Name:

Title:

By: _____

Name:

Title:

**SCHEDULE “B”
SUBSIDIARIES**

Name of Subsidiary	Governing Jurisdiction	Ownership Interest of Corporation (directly or beneficially)%
Coconut Grove Textiles Inc.	Ontario	100%
Protx (Shanghai) Trading Co., Ltd	China	100%
2074160 Ontario Inc.	Ontario	75%
Coconut Grove Pads Inc.	Ontario	100%
CG Intimates Inc.	Delaware	100%
Intelligent Fabric Technologies (North America) Inc.	Ontario.	100%
Intelligent Fabric Technologies Taiwan Branch	Taiwan	100%
Intelligent Fabric Technologies Inc.	New York	100%