Leonovus Inc.

Digital Security Offering

PLACEMENT AGENT AGREEMENT

May 27, 2019

Entoro Securities, LLC
4900 Woodway Ave., Suite 1100
Houston, TX 77024

Ladies and Gentlemen:

Leonovus Inc. (the “Company”), confirms its agreement (this “Agreement”) with Entoro Securities, LLC (the “Placement Agent”), an “Affiliate” (as defined below) of Entoro Capital, LLC, a Delaware limited liability company (“Entoro Capital”), with respect to the offering of Galaxa digital securities (“Digital Securities”) valued at $0.001 USD each (the “Transaction”). Pursuant to this Agreement, the Placement Agent will act as the Company’s placement agent with respect to the offer and sale by the Company to one or more persons or entities (the “Offerees”), and the placement by the Placement Agent, as agent of the Company, of a minimum of ten million and 00/100 Dollars ($10,000,000) (the “Minimum Ammount”), and up to twenty-five million and 00/100 Dollars ($25,000,000) of the Company’s Digital Securities pursuant to purchase agreements (the “Purchase Agreements”) between the Company and the purchasers of the Digital Securities during the term of this Agreement. The Placement Agent shall be the exclusive Placement Agent in connection with the offering and sale of the Digital Securities under the terms set forth in this Agreement (the “Offering”). The Placement Agent will act on a best efforts basis and there is no guarantee of the successful placement of the Digital Securities, or any portion thereof, in the Offering. Neither the Placement Agent nor any of its Affiliates shall be obligated to underwrite or purchase any of the Digital Securities for its own account or otherwise provide any financing. The Company shall have the sole right to accept offers to purchase the Digital Securities and may reject any such offer, in whole or in part. Subject to the terms and conditions hereof, payment of the purchase price for, and delivery of, the Digital Securities shall be made at one closing (the “Closing”, and the date on which such Closing occurs, the “Closing Date”).

The Offering will be made pursuant to Rule 506(c) of Regulation D (“Regulation D”) promulgated by the U.S. Securities and Exchange Commission under the Securities Act of 1933, as amended (the “1933 Act”), and Regulation S under the 1933 Act. Sales of the Digital Securities will only be made to (a) Offerees in the United States who are “accredited investors,” as such term is defined in Rule 501(a) of Regulation D, and (b) Offerees outside the United States who are not “US Persons,” as defined in Regulation S under the 1933 Act and are accredited investors pursuant to the applicable laws of the jurisdiction of residence of such Offerees.

The Company has prepared and delivered to the Offerees and the Placement Agent copies of the documents and other materials set forth in Exhibit A hereto, describing the Company and certain terms of the Digital Securities, which information may be updated from time to time by the Company (the “Disclosure Package”).

The Company hereby confirms its agreement with the Placement Agent as follows:

SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company*. The Company represents and warrants to the Placement Agent, at the date of execution of this Agreement and on the Closing Date (each, a “Representation Date”), and agree with the Placement Agent, as follows:

(i) The Disclosure Package, as of each Representation Date, does not contain and will not contain an untrue statement of a material fact and does not omit or will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, the Company does not make any representation or warranty with respect to any statement contained in the Disclosure Package in reliance upon and in conformity with information concerning the Placement Agent and furnished in writing by or on behalf of the Placement Agent to the Company for use in the Disclosure Package.

(ii) Each of the Company, subsidiary and affiliate of the Company (collectively, the "Company Entities") is duly organized, validly existing and in good standing in the jurisdiction of its organization. Each Company Entity is qualified to do business in each jurisdiction where such qualification is necessary, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise) or results of operations of the Company Entities, taken as a whole, or the ability of the Company to consummate the Transaction (a "Material Adverse Effect").

(iii) Each Company Entity is in compliance with all laws, rules or regulations to which it is subject, except where failure to be in compliance would not reasonably be expected to have a Material Adverse Effect.

(iv) This Agreement has been duly authorized by the Company, and each Purchase Agreement will be duly authorized by the applicable Company Entity party thereto. After execution by the parties to this Agreement and each Purchase Agreement, this Agreement and each Purchase Agreement will be enforceable against the applicable Company Entity, in each case in accordance with the terms hereof and thereof, except (A) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application effecting enforcement of creditors' rights generally, (B) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (C) insofar as indemnification and contribution provisions may be limited by applicable law (such exceptions, the "Enforceability Exceptions").

(v) The Digital Securities will be duly authorized and upon issuance will be binding obligations of the applicable Company Entity enforceable in accordance with their terms and the description of the Digital Securities set forth in the Disclosure Package, in each case subject to the Enforceability Exceptions.

(vi) The execution, delivery and performance of this Agreement and each Purchase Agreement do not and will not result in a breach of, or conflict with any of the terms and provisions of, or constitute a default under, (A) any Company Entity's respective charter, articles of incorporation, bylaws, operating agreement, limited partnership or other organizational documents or (B) any contract, debt instrument or other agreement to which any Company Entity is a party, except, with respect to clause (B), breaches, conflicts or defaults that would not reasonably be expected to have a Material Adverse Effect.

(vii) No Company Entity is the subject of any existing labor dispute and, to the knowledge of the Company, no such labor disputes have been threatened.

(viii) Each of the Company Entities possesses all material permits, licenses and other government approvals currently required for each of the Company Entities to conduct its respective business as currently conducted.

(ix) Except as would not reasonably be expected to have a Material Adverse Effect, the Company

Entities possess, have rights to use or have the ability to obtain rights to use all material intellectual property necessary for the Company Entities to conduct their business described in the Disclosure Package. To the knowledge of the Company, no Company Entity is infringing on any intellectual property rights of others, and to the knowledge of the Company, there is no threatened claim that any Company Entity is infringing on any intellectual property rights of others.

(x) To the knowledge of Company, the Company Entities are in compliance with all federal, state and foreign environmental laws to which they are subject, except where such failure to be in compliance would not reasonably be expected to have a Material Adverse Effect.

(xi) Each Company Entity has filed all tax returns or other tax filings that any of the Company Entities is required to file in any jurisdiction where such returns or other filings are required and has paid all taxes due under such returns, filings or otherwise, except where the failure to make such filings or such payments would not reasonably be expected to have a Material Adverse Effect.

(xii) Each Company Entity is insured pursuant to effective insurance policies with coverages, premiums and deductibles customary for companies in the businesses in which each of the Company Entities is engaged.

(xiii) No Company Entity is required to register as an investment company under the Investment Company Act of 1940, as amended.

(xiv) Each Company Entity is in compliance in all material respects with the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(xv) Each Company Entity is in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, and the money laundering statutes of the United States and all other jurisdictions having authority over the operations of the Company.

(xvi) None of the Company Entities or, any person or entity acting on behalf of any of the Company Entities is the subject or target of any sanctions by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control or similar laws of any other country.

(xvii) None of the Company Entities is a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended.

(xviii) The financial statements of the Company, if any, included in the Disclosure Package or otherwise delivered to the Placement Agent present fairly in all material respects the financial position of the Company at the dates indicated and present fairly the results of operations, comprehensive income, stockholders' equity and cash flows for the periods specified, and the financial statements, unless otherwise noted therein or as permitted by relevant securities laws, have been prepared in conformity with Canadian generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules to such financial statements, if any, present fairly in all material respects in accordance with GAAP, unless otherwise noted therein or as permitted by relevant securities laws, the information required to be stated therein.

(b) *Officer's Certificates*. Each Officer's Certificate (as defined below) signed by an officer of the Company and delivered to the Placement Agent shall be deemed a representation and warranty by the Company to the Placement Agent as to the matters covered thereby.

SECTION 2. <u>Sale and Delivery of Digital Securities; Closing.</u>

(a) *Digital Securities*. On the basis of the representations, warranties and covenants contained herein, and subject to the terms and conditions contained herein, the Company agrees to sell, and the Placement Agent agrees to use its best efforts to place, the dollar value of the Digital Securities set forth in the introductory paragraph of this Agreement, all in accordance with the procedures set forth in the Disclosure Package.

(b) *Compensation of Placement Agent*. The Placement Agent shall receive as compensation for the services provided by the Placement Agent hereunder an amount of cash equal to 1.75% of the fiat and cryptocurrency received by the Company through the sale of the Digital Securities hereunder. Additionally, the Placement Agent shall receive as compensation for fiat or cryptocurrency received by the Company from an Investor identified by the Placement Agent hereunder an additional amount of cash equal to 5.00% of fiat or cryptocurrency received. The Placement Agent shall receive as compensation a one-time fee of $15,000 USD payable to the bank account below within 3 business days of the signing of this agreement.

Bank Information:

Entoro Capital, LLC
Attn: James C. Row
Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco CA94104
Account #: 9822502424
ABA 121000248
SWIFT: WFBIUS6S

(c) *Escrow of Offering Proceeds; Closing.* All proceeds from subscriptions to purchase any Digital Securities shall be promptly deposited by the Placement Agent with the escrow agent or agents identified in the Disclosure Package ("Escrow Agents"), and such Offering proceeds shall be held in the escrow account until the Closing referenced below. On Closing, of at least the Minimum Amount, the Placement Agent and the Company shall send a joint disbursement notice (the "Disbursement Notice") to the Escrow Agents instructing the Escrow Agents as to the disbursement of the funds in the escrow account. Such instructions shall provide that the Escrow Agents delivery directly to the Placement Agent such portion of the funds (whether in fiat or cryptocurrency) in the escrow account as is equal to the fees and expenses to which the Placement Agent is entitled under this Agreement. The Company shall pay the fees and expenses of the Escrow Agents.

SECTION 3. <u>Covenants</u>.

(a) *Covenants of the Company*. The Company covenants with the Placement Agent as follows:

(i) If, before the Closing Date, any event shall occur or condition shall exist which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect as a result of which the Disclosure Package would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company will promptly give the Placement Agent written notice of such event or condition and the effects therefrom.

(ii) The Company will use its reasonable best efforts, in cooperation with the Placement Agent, to qualify the Digital Securities for offering and sale under the applicable securities laws of such states and foreign jurisdictions as the Company and the Placement Agent may mutually agree and shall maintain such qualifications in effect so long as required to complete the placement of the Digital Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. To the extent the Placement Agent prepares and files any documentation necessary to qualify and maintain the qualification of the offer and sale of the Digital Securities under the laws of any state or foreign jurisdiction, as mutually agreed between the Company and the Placement Agent, the Company shall deliver to the Placement Agent in advance of any such filing the applicable filing fees and will promptly reimburse the Placement Agent for its reasonable costs and expenses in making any such filings.

SECTION 4. Payment of Expenses. The Company will pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including (a) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the documents included in the Disclosure Package, and all amendments and supplements thereto; (b) the fees and disbursements of the Company's counsel; (c) the reasonable fees and disbursements of counsel to the Placement Agent in excess of $5,000.00 must be approved in advance by the written consent of the Company, which approval shall not be unreasonably withheld, conditioned or delayed); and (d) the qualification of the Digital Securities under securities laws in accordance with the provisions of Section 3(a)(ii). The Placement Agent agrees to provide any documents reasonably requested by the Company in support of the expenses set forth in clause (c) of this Section 4.

SECTION 5. Conditions.

(a) *Conditions to the Obligations of the Placement Agent*. The obligations of the Placement Agent hereunder are subject to the accuracy of the representations and warranties of the Company contained herein or in any Officer's Certificate delivered pursuant to the provisions hereof; to the performance by the Company of its covenants and other obligations hereunder in all material respects; and to the condition that, at the Closing, there shall not have been, since the date hereof, any change or event that would constitute a Material Adverse Effect. At the Closing, the Placement Agent shall have received a certificate from the Chief Executive Officer of the Company, dated the Closing, to the effect set forth in Exhibit B hereto (each, an "Officer's Certificate"). The delivery by the Company of the Disbursement Notice pursuant to Section 2(c) shall constitute a reissuance of paragraphs (i), (ii) (iii) and (vii) of the Officer's Certificate effective as of the date of the Disbursement Notice.

(b) *Additional Documents*. The documents executed by the Company in connection with this Agreement shall be consistent with the provisions of this Agreement and reasonably satisfactory to the Placement Agent.

SECTION 6. Indemnification.

(a) *Indemnification of Placement Agent*. The Company, jointly and severally, agree to indemnify and hold harmless the Placement Agent, its affiliates (as such term is defined in Rule 501(b) of Regulation D (each, an "Affiliate")), their respective selling agents, partners, managers, officers and directors, and each person, if any, who controls the Placement Agent within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of (i) any untrue statement of a material fact included in the Disclosure Package, or the omission in the Disclosure Package of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) the breach of any representation, warranty or covenant of the Company under this Agreement; provided, however, that the Company will not be liable in any such case to the extent that any such claim, damage or liability is finally judicially determined to have resulted primarily from (A) an untrue statement or alleged untrue statement of a material fact made in the Disclosure Package, or an omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, made or omitted in reliance upon and in conformity with written information furnished to the Company by the Placement Agent for use in the Disclosure Package, (B) any violation by the Placement Agent of the 1933 Act, the 1934 Act or state securities laws that does not result from a violation thereof by the Company or any of their respective Affiliates or (C) the Placement Agent's bad faith, gross negligence or willful misconduct.

(b) *Indemnification of the Company*. The Placement Agent agrees to indemnify and hold harmless the Company Entities, their respective Affiliates, their respective partners, managers, officers and directors, and each person, if any, who controls any Company Entity within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of (i) any untrue statement or alleged untrue statement of any material fact contained in the Disclosure Package made in reliance upon and in conformity with information contained in the Disclosure Package relating to the Placement Agent, or an omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in either case, if made or omitted in reliance upon and in conformity with written information furnished to the Company by the Placement Agent, for use in the preparation thereof or (ii) any violation by the Placement Agent of the 1933 Act, the 1934 Act or state securities laws that does not result from a violation thereof by the Company or any of their respective Affiliates.

(c) *Settlements*. No settlement of any action against an indemnified party will be made without the consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed, and no indemnifying party shall be liable to indemnify any person for any settlement of any such claim effected without such indemnifying party's consent. Notwithstanding the immediately preceding sentence, if at any time an indemnified party requests the indemnifying party to reimburse the indemnified party for legal or other expenses in connection with investigating, responding to or defending any actions, claims or proceedings as contemplated by this Section 6, the indemnifying party will be liable for any settlement of any actions, claims or proceedings effected without its written consent if (i) the proposed settlement is entered into more than 45 days after receipt by the indemnifying party of the request for reimbursement of legal or other expenses, (ii) the indemnifying party has not reimbursed the indemnified party within 30 days of such request for reimbursement (other than fees and expenses that are being contested in good faith), (iii) the indemnified party delivered written notice to the indemnifying party of its intention to settle and the failure to pay within such 30 day period, and (iv) the indemnifying party does not, within 30 days of receipt of the notice of the intention to settle and failure to pay, reimburse the indemnified party for such legal or other expenses and object to the indemnified party's seeking to settle such action, suit or proceeding.

SECTION 7. Contribution.

(a) *Unavailability of Indemnification*. If the indemnification provided for in Section 6 is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand, and the Placement Agent, on the other hand, from the offering of the Digital Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Placement Agent, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

(b) *Allocation of Benefits*. The relative benefits received by the Company, on the one hand, and the Placement Agent, on the other hand, in connection with the Offering shall be deemed to be in the same proportion that the total net proceeds from the Offering (before deducting expenses) received by the Company, on the one hand, bear to the total placement fees received by the Placement Agent, on the other hand.

(c) *Allocation of Fault*. The relative fault of the Company, on the one hand, and the Placement Agent, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Placement Agent, as the case may be, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(d) *No* Pro Rata *Application*. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental entity, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

(e) *Limitation on Placement Contribution.* Notwithstanding the provisions of this Section 7, the Placement Agent shall not be required to contribute any amount in excess of the aggregate fees the Placement Agent actually receives under Section 2(b) in connection with the placement of the Digital Securities by it as agent.

(f) *Fraudulent Misrepresentation*. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(g) *Control Persons*. For purposes of this Section 7, each person, if any, (i) who controls the Placement Agent within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and the Placement Agent's Affiliates, selling agents, partners, officers and directors shall have the same rights to contribution as the Placement Agent, and (ii) who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and the Company's Affiliates, directors, officers, employees and subsidiaries shall have the same rights to contribution as the Company.

SECTION 8. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement, or in certificates of officers of the Company pursuant hereto, shall remain operative and in full force following the Closing of any sale of Digital Securities hereunder.

SECTION 9. Termination of Agreement.

(a) *Termination by the Placement Agent*. The Placement Agent may terminate this Agreement prior to the Closing in the event that (i) any of the representations, warranties or covenants of the Company contained herein or in the Disclosure Package shall prove to have been false or misleading in any material respect when actually made; (ii) the Company shall have failed to perform any of its material obligations hereunder; or (iii) the Placement Agent determines that it is reasonably likely that any of the conditions to Closing set forth herein will not, or cannot, be satisfied.

(b) *Termination by the Company*. The Company may terminate this Agreement upon written notice to the Placement Agent.

(c) *Survival*. If this Agreement is terminated pursuant to this Section 9, such termination shall be without liability of any party to any other party except as provided in Section 4, and provided further that Sections 10, 13, 14, 15, 16 and 17 shall survive such termination and remain in full force and effect.

SECTION 10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) four business days after deposited in the United States mail, (b) on the next business day if deposited with a nationally recognized commercial courier service promising next business day delivery, if next business day delivery is requested, or (c) the day sent by facsimile or e-mail transmission provided that the facsimile or e-mail is sent before 5:00 p.m. Eastern Time on a business day, or the following business day if sent after 5:00 p.m. Eastern Time. Notices to the Placement Agent shall be directed to Entoro Securities, LLC, 4900 Woodway Ave., Suite 1100, Houston, TX 77056 Attention James C. Row (e-mail jrow@entoro.com), and notices to the Company shall be directed to the Company, 2611 Queensview Drive, Suite 125, Ottawa, ON K2B 8K2, Attention: Michael Gaffney (mgaffney@leonovus.com), with a copy (which shall not constitute notice) to Perley-Robertson, Hill & McDougall LLP/s.r.l., 1400-340 Albert Street, Ottawa, ON K1R 0A5, Attention: Robert Kinghan (rkinghan@perlaw.ca).

SECTION 11. No Fiduciary Relationship. The Company acknowledges and agrees that (a) the purchase and sale of the Digital Securities as contemplated by this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Placement Agent, on the other hand; (b) in connection with the Offering and the process leading thereto, the Placement Agent is not nor has been acting as a principal, agent (other than as expressly set forth herein) or fiduciary of the Company; (c) the Placement Agent has not assumed nor will it assume any fiduciary responsibility in favor of the Company, with respect to the Offering or the process leading thereto (irrespective of whether the Placement Agent has advised or is currently advising the Company on other matters) or any other obligation to the Company with respect to the Offering; (d) the Placement Agent and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (e) the Company have consulted and relied solely on their own legal, accounting, regulatory and tax advisors in connection with the Offering.

SECTION 12. Parties. This Agreement shall inure to the benefit of and be binding upon the Placement Agent, the Company and each person entitled to indemnification under Section 6 or contribution under Section 7 and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Placement Agent, the Company and the successors and controlling persons, Affiliates, selling agents, officers, managers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained.

SECTION 13. Waiver of Trial by Jury. **EACH OF THE PARTIES HERETO (ON ITS BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS MEMBERS, STOCKHOLDERS AND AFFILIATES) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

SECTION 14. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF TEXAS WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

SECTION 15. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, and by each of the parties hereto in separate counterparts. Each such counterpart, when so executed and delivered, shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

SECTION 16. Effect of Headings; Sections. The Section headings herein are for convenience only and shall not affect the construction hereof. References to particular Sections shall mean references to particular Sections of this Agreement, unless the context otherwise requires.

SECTION 17. Entire Agreement; Severability. This Agreement, together with any other agreement specifically referred to herein, supersedes all prior understandings and written or oral agreements between the parties with respect to the Offering and the subject matter hereof. If any term or provision of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, nor shall it render unenforceable the term in question in any jurisdiction other than the one in which it has been found to be invalid, illegal or otherwise unenforceable. Upon the determination that any term or provision of this Agreement is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify the term or provision and, as necessary, such other terms and provisions, so as to effect the original intent of the parties hereto as closely as possible and to preserve the fundamental purposes of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Placement Agent and the Company in accordance with its terms.

[signature page follows]

Very truly yours,

LEONOVUS INC.

BY: Michael Gaffney

Name: Michael J. Gaffney
Title: Chair and CEO

CONFIRMED AND ACCEPTED,
as of the date first above written:

ENTORO SECURITIES, LLC

By: James C. Row

James C. Row, President

Exhibit A

Disclosure Package

OFFERING DOCUMENT, Ver 5.5 delivered to Entoro on May 27, 2019.

Form of Investor Slide Deck

<u>Exhibit B</u>

FORM OF OFFICERS' CERTIFICATE TO BE DELIVERED PURSUANT TO SECTION 5(a)

The undersigned Michael Gaffney, the Chief Executive Officer of LeoNovus Inc., an Ontario company (the "Company"), hereby certifies in his capacity as an officer of the Company and not in an individual capacity, pursuant to Section 5(a) of the Placement Agent Agreement, dated May 27, 2019, among the Company, and Entoro Securities, LLC (the "Placement Agent Agreement") that:

(i) There has been no change or event with respect to Company Entities taken as a whole that would constitute a Material Adverse Effect since the date of the Placement Agent Agreement.

(ii) The representations and warranties of the Company in the Placement Agent Agreement are true and correct in all material respects with the same force and effect as though expressly made at and as of the Closing.

(iii) The Company has complied with all covenants on its part set forth in the Placement Agent Agreement and satisfied all conditions on its part set forth in the Placement Agent Agreement to be performed or satisfied at or before the Closing.

(iv) Attached hereto as Exhibits A-1 and A-2 are copies of the certificates of incorporation and amendment (or similar organizational documents) of the Company.

(v) Attached hereto as Exhibits B-1 and B-2 are certificates of a recent date from the Registrar of the Province in which the Company is organized indicating that the Company is active under the laws of such Province.

(vi) Attached hereto as Exhibits C-1 and C-2 are resolutions (or other evidence of appropriate action) of the Company authorizing (a) the participation of the Company in the Offering; (b), the execution and delivery of the Placement Agent Agreement by the Company; (c) the execution and delivery of the Purchase Agreements by the Company; and (d) the participation of the Company in the transactions contemplated by the Placement Agent Agreement and the Disclosure Package.

(vii) Attached hereto as Exhibits D-1 and D-2 are true and correct copies of the operating agreement (or similar governing documents) of the Company. Such organizational documents have been in full force and effect, without amendment or supplement (except for amendments or supplements included in Exhibits D-1 or D-2), since the dates of the resolutions attached hereto as Exhibits C-1 and C-2 through the date of this Certificate.

Capitalized terms used herein shall have the same meanings ascribed to them in the Placement Agent Agreement.

IN WITNESS WHEREOF, we have hereunto signed our names as of the date first written above.

LeoNovus Inc.

By: ______________________

Name: Michael Gaffney
Title: Chief Executive Officer