AGENCY AGREEMENT

Date: November 28, 2016

Quinsam Opportunities I Inc.
390 Bay Street, Suite 806
Toronto, Ontario M5H 2Y2

Attention: Mr. Roger Dent

Vitalhub Corp.
Suite 531, 100 College Street,
Toronto, ON M5H 2B1

Attention: Mr. Daniel Matlow

Dear Sirs:

RE: Issue and Sale of Securities

Industrial Alliance Securities Inc. (the "**Agent**") understands that Quinsam Opportunities I Inc. (the "**Corporation**") proposes to issue, by way of private placement, units (the "**Units**") for aggregate gross proceeds of a minimum of $500,000 and a maximum of $1,000,000 as part of the closing of the Corporation's Qualifying Transaction. The Agent also understands that Vitalhub proposes to issue, by way of a concurrent non-brokered private placement Vitalhub Units for aggregate gross proceeds a minimum of $200,000 to a maximum of $1,000,000 (the "**Private Offering**").

Each Unit costs $0.11 and is comprised of one (1) common share (a "**Common Share**") and one half (1/2) Common Share purchase warrant (a "**Warrant**") with each whole Warrant entitling the holder to acquire one common share (a "**Warrant Share**") of the Corporation at an exercise price of $0.15 per share for a period of twenty-four (24) months from the date of issue.

Subject to the terms and conditions hereof, the Agent agrees to act as, and the Corporation appoints the Agent as, the lead agent and sole bookrunner of the Corporation to offer the Units for sale on the Closing Date in the Selling Jurisdictions on a private placement basis, and to use its best efforts to secure subscriptions therefor, provided that the Agent shall be under no obligation to purchase any of such Units as principal. The Agent shall be entitled in connection with the sale of the Units to form a selling group of securities dealers to assist in the sale of the Units and may receive for delivery to the Corporation at the Closing Time subscriptions for the Units from other securities dealers. The fee payable to such other securities dealers shall be for the account of the Agent.

The Corporation agrees to comply with Section 2.5(3)(i) of NI 45-102 such that the certificates representing Common Shares and Warrants comprising the Units, the Warrant Shares, and the Common Shares received upon exercise of the Agent's Option are legended with a hold period expiring four (4) months and a day from the Closing Date.

In consideration for its services hereunder the Agent shall be entitled to the commission, corporate finance fee, expenses and Agent's Option provided for in paragraph 9, which shall be payable or issued, as the case may be, at the Closing Time or such other time as set out herein. For greater certainty, except as provided for in paragraph 9, the services provided by the Agent in connection herewith will not be subject to

Harmonized Sales Tax ("**HST**") provided for in the *Excise Tax Act* (Canada) and taxable supplies will be incidental to the exempt financial services provided.

The following are the terms and conditions of this Agreement:

1. <u>Definitions</u>

In this Agreement:

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

"**Affiliate**" has the meaning ascribed thereto in the ONBCA;

"**Agent**" means Industrial Alliance Securities Inc.;

"**Agent's Counsel**" means Perley-Robertson, Hill & McDougall LLP, or such other legal counsel as the Agent, with the consent of the Corporation, may appoint;

"**Agent's Option**" means the non-transferrable Agent's Option for the purchase of Common Shares representing that number of Common Shares equal to seven and one half percent (7.5%) of the Units issued pursuant to this Offering and exercisable at a price of $0.11 per Common Share for a period of twenty-four (24) months after the Closing Date, to be issued at the Closing, in the form attached hereto as Schedule "A";

"**Agreement**" means this agency agreement dated November 28, 2016 among the Agent, the Corporation and Vitalhub;

"**Applicable Securities Laws**" includes, collectively, all applicable securities, corporate and other laws, rules, regulations, notices, instruments and policies in force in the Selling Jurisdictions;

"**ON Act**" means the *Securities Act* (Ontario), as amended, the regulations and rules made thereunder and all administrative policy statements, rules, instruments, blanket orders, notices, directions, and orders issued by the Ontario Securities Commission;

"**ONBCA**" means the *Business Corporations Act* (Ontario), as amended;

"**Business Day**" means a day which is not Saturday, Sunday or a legal holiday in Ontario;

"**Closing**" means a closing of all or part of the sale of the Units to be distributed pursuant to this Agreement, and "**Closings**" means all of them;

"**Closing Date**" means November 28, 2016 and such other date or dates as the Agent and the Corporation may agree on which a Closing or Closings occur;

"**Closing Time**" means 1:00 p.m. (Eastern Standard Time), or such other time, on the Closing Date, as the Agent and the Corporation may agree;

"**Common Shares**" means the common shares in the capital of the Corporation, and **"Common Share"** means any one of them;

"**Corporation**" means Quinsam Opportunities I Inc., a corporation incorporated under the laws of Ontario;

"**Corporation's Counsel**" means Peterson McVicar LLP;

"**Corporation's Financial Statements**" means the financial statements of the Corporation contained in or attached to the Filing Statement;

"**Corporation's Public Record**" means all information filed prior to the date of this Agreement by or on behalf of the Corporation with the Securities Commissions or the Exchange, and any other information filed with any Securities Commissions, the Exchange or any other securities commission, stock exchange or similar regulatory authority in compliance, or intended compliance, with any Applicable Securities Laws;

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

"Filing Statement" means the filing statement of the Corporation and Vitalhub dated as of November 11, 2016 and includes all documents attached and incorporated by reference therein;

"**GAAP**" means generally accepted accounting principles in effect in Canada at the relevant time, including the accounting recommendations in the Handbook of the Canadian Institute of Chartered Accountants;

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

"**Indemnified Persons**" means the Agent and the sub-agents of the Agent, and the respective directors, officers, employees, partners, consultants and agents of the Agent and the sub-agents of the Agent;

"**Insider**" shall have the meaning ascribed thereto in the ON Act;

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

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

"**Private Offering**" means the non-brokered offering of Vitalhub Units for gross proceeds of a minimum of $200,000 and a maximum of up to $1,000,000;

"**Regulation S**" means Regulation S promulgated under the United States Securities Act of 1933, as amended;

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

"**Securities Commissions**" means the securities commission or similar regulatory authority in the Selling Jurisdictions;

"**Selling Jurisdictions**" means all of Canada and such other jurisdiction or jurisdictions as the Agent, with the consent of the Corporation, may designate prior to the Closing Date and, without limiting the generality of the foregoing, a jurisdiction will be deemed to have been designated by the Agent and consented to by the Corporation if the Corporation accepts a Subscription Agreement from a Subscriber in that jurisdiction;

"**Subscriber**" means any person who executes a Subscription Agreement which is accepted by the Corporation, and "**Subscribers**" means all of them;

"**Subsidiary**" means a subsidiary body corporate of the Corporation within the meaning of the ONBCA, and **"Subsidiaries**" means all of them;

"**Subscription Agreement**" means the subscription agreement entered into between the Corporation and each Subscriber for the purchase of the Units, as applicable, and "**Subscription Agreements**" means all of them;

"**Transaction**" has the meaning ascribed thereto in the Filing Statement;

"**Vitalhub**" means Vitalhub Corp., a corporation incorporated under the laws of Ontario;

"**Vitalhub's Counsel**" means Chitiz Pathak LLP;

"**Vitalhub's Financial Statements**" means the financial statements of Vitalhub contained in or attached to the Filing Statement;

"**Vitalhub Financing Warrants**" means whole warrants forming part of the Vitalhub Units to be issued pursuant to the Vitalhub Financing, each such Vitalhub Financing Warrant being exercisable for one Vitalhub Share at an exercise price of $0.3166 per share for a period of two years from the date of issuance;

"**Vitalhub's Information Record**" means all information provided to the Agent and the Corporation and shall include, without limitation, the Filing Statement and any other information filed with any other securities commission, stock exchange or similar regulatory authority in compliance, or intended compliance, with any Applicable Securities Laws;

"**Vitalhub Unit**" means units of Vitalhub to be issued pursuant to the Vitalhub Financing, each such Vitalhub Unit consisting of one Vitalhub Share, and one half of one Vitalhub Financing Warrant, at an issue price per Vitalhub Unit of $0.21106;

"**Vitalhub Shares**" means the common shares in the capital of the Vitalhub, and **"Vitalhub Share"** means any one of them;

"**Transfer Agent**" means Capital Transfer Agency Inc.;

"**Unit**" means a unit of the Corporation at a price of $0.11 per Unit comprised of one Common Share and one half Warrant, and "**Units**" means all of them;

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

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

"**Warrant**" means a transferable common share purchase warrant of the Corporation that forms part of the Unit, each whole Warrant entitling the holder thereof to purchase one Warrant Share for a period of 24 (twenty-four) months from the Closing Date at an exercise price of $0.15 per Warrant Share, and "**Warrants**" means all of them;

"**Warrant Certificates**" means the warrant certificates of the Corporation evidencing the Warrants, and "**Warrant Certificate**" means any one of them;

"**Warrant Share**" means a Common Share issued upon the exercise of a whole Warrant, and "**Warrant Shares**" means all of them; and

"**affiliate**", "**associate**", "**distribution**", "**insider**", "**misrepresentation**", "**material change**" and "**material fact**" shall have the meanings ascribed thereto under the Applicable Securities Laws.

2. Covenants as to Creation and Qualification

(a) Corporation's Covenants as to Creation and Qualification

The Corporation agrees that:

(i) the Common Shares and Warrants comprising the Units will be duly and validly created, authorized and issued pursuant to the terms of the Subscription Agreements;

(ii) the Corporation will: (i) duly and punctually perform all the obligations to be performed by it under this Agreement and under the Subscription Agreements, the Warrant Certificates and the Agent's Option; (ii) deliver to the Agent as many copies of the Subscription Agreements as the Agent may reasonably request, and such delivery shall constitute the Corporation's authorization of the Agent to use the Subscription Agreements in connection with the offering of the Units for sale in the Selling Jurisdictions; and (iii) as soon as reasonably possible, and in any event by the Closing Date, take all such steps as may reasonably be necessary to enable the Units to be offered for sale and sold on a private placement basis in the Selling Jurisdictions through the Agent or any other investment dealers or brokers in the Selling Jurisdictions (registered only if required by Applicable Securities Laws) by way of the exemptions from prospectus and registration requirements set forth in Applicable Securities Laws, including the "accredited investor" exemption set out in NI 45-106;

(iii) the Corporation will comply with Section 2.5(2)(3)(i) of NI 45-102 such that the certificates representing the Common Shares and Warrants comprising the Units, the Warrant Shares and the Common Shares received upon exercise of the Agent's Option are legended with a hold period expiring four months and a day from the Closing Date;

(iv) the net proceeds received by the Corporation from the sale of the Units will be applied for the purposes of marketing and advertising, capital expenditures, debt repayment, transaction and related expenses, working capital and general corporate purposes; and

(v) the responses given to the due diligence questions by the Corporation and their directors and officers to the Agent will be true and correct where they relate to matters of fact, and the Corporation and its directors and officers will respond in as thorough and complete fashion as possible. Where the responses reflect the opinion or view of the Corporation or its directors or officers, such opinions or views were honestly held at the time they were given.

(b) Vitalhub's Covenants as to Creation and Qualification

Vitalhub agrees that:

(i) it will duly and punctually perform all the obligations to be performed by it under this Agreement; and

(ii) the responses given to the due diligence questions by Vitalhub and its directors and officers to the Agent will be true and correct where they relate to matters of fact, and Vitalhub and its directors and officers will respond in as thorough and complete fashion as possible.

Where the responses reflect the opinion or view of Vitalhub or its directors or officers, such opinions or views were honestly held at the time they were given.

3. <u>Covenants as to Changes</u>

(a) <u>Corporation's Covenants as to Changes</u>

The Corporation agrees that:

(i) during the period commencing on the date of this Agreement and ending ninety (90) days after the Closing Date, the Corporation will promptly inform the Agent of the full particulars of:

(1) any material change (actual, anticipated or threatened) in the assets, liabilities (absolute, accrued, contingent or otherwise), business, operations, capital or condition (financial or otherwise) of the Corporation; or

(2) the discovery by the Corporation of any material misrepresentation in the Corporation's Public Record;

provided that if there may be any reasonable doubt as to whether a material change, occurrence or event of the nature referred to in this subparagraph has occurred, the Corporation shall promptly inform the Agent of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agent as to whether the occurrence is of such nature;

(ii) during the period commencing on the date of this Agreement and ending ninety (90) days after the Closing Date, the Corporation will promptly inform the Agent of the full particulars of:

(1) any request of the Securities Commissions or Exchange for any material amendment to the Corporation's Public Record or for any additional information;

(2) the issuance by the Securities Commissions or other securities commission or similar regulatory authority, the Exchange, 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; and

(3) the receipt by the Corporation of any written communication from the Securities Commissions, or other securities commission or similar regulatory authority, the Exchange or any other competent authority, relating to the Corporation's Public Record or the distribution of the Common Shares and Warrants comprising the Units, the Warrant Shares, the Agent's Option or the Common Shares issuable upon exercise of the Agent's Option;

(iii) the Corporation will promptly comply to the reasonable satisfaction of the Agent and the Agent's Counsel with Applicable Securities Laws of the Selling Jurisdictions with respect to any material change, occurrence or event of the nature referred to in subparagraphs 3(a)(i) and 3(a)(ii) above.

(b) <u>Vitalhub's Covenants as to Changes</u>

Vitalhub agrees that:

(i) during the period commencing on the date of this Agreement and ending ninety (90) days after the Closing Date, Vitalhub will promptly inform the Agent of the full particulars of:

(1) any material change (actual, anticipated or threatened) in the assets, liabilities (absolute, accrued, contingent or otherwise), business, operations, capital or condition (financial or otherwise) of Vitalhub; or

(2) the discovery by Vitalhub of any material misrepresentation in Vitalhub's Information Record;

provided that if there may be any reasonable doubt as to whether a material change, occurrence or event of the nature referred to in this subparagraph has occurred, Vitalhub shall promptly inform the Agent of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agent as to whether the occurrence is of such nature;

(ii) during the period commencing on the date of this Agreement and ending ninety (90) days after the Closing Date, Vitalhub will promptly inform the Agent of the full particulars of:

(1) any request of the Securities Commissions or Exchange for any material amendment to Vitalhub's Information Record or for any additional information;

(2) the issuance by the Securities Commissions or other securities commission or similar regulatory authority, the Exchange, or by any other competent authority of any order to cease or suspend trading of any securities of Vitalhub, or of the institution or threat of institution of any proceedings for that purpose; and

(3) the receipt by Vitalhub of any written communication from the Securities Commissions, or other securities commission or similar regulatory authority, the Exchange or any other competent authority, relating to Vitalhub's Information Record or the distribution of the Common Shares and Warrants comprising the Units, the Warrant Shares, the Agent's Option or the Common Shares issuable upon exercise of the Agent's Option;

(iii) Vitalhub will promptly comply to the reasonable satisfaction of the Agent and the Agent's Counsel with Applicable Securities Laws of the Selling Jurisdictions with respect to any material change, occurrence or event of the nature referred to in subparagraphs 3(b)(i) and 3(b)(ii) above.

4. Other Covenants

(a) Corporation's Other Covenants

The Corporation agrees and covenants:

(i) to deliver to the Agent as many of the documents comprising the Corporation's Public Record as the Agent may reasonably require and the Corporation authorizes the Agent and other sub-agents to use such documents in the Selling Jurisdictions in compliance with Applicable Securities Laws;

(ii) that the Corporation will use its commercially reasonable efforts to maintain its status as a "**reporting issuer**" under Applicable Securities Laws until at least two (2) years subsequent to the Closing Date;

(iii) that no public announcement or press release concerning this Agreement or any other instrument relating hereto, or the relationship between the Corporation and the Agent shall be made without the prior written consent of the Agent, such consent not to be unreasonably withheld;

(iv) to file within the required time period all forms and documents in connection with the distribution of the Units and the Agent's Option as required by Applicable Securities Laws or the policies of the Exchange, including without limitation the Form 45-106F1 within ten (10) days of the Closing Date; and

(v) that during the period commencing on the date of this Agreement and ending sixty (60) days after the Closing Date, the Corporation shall not, except for:

(1) securities issued pursuant to this Agreement or to satisfy existing instruments or agreements disclosed in the Corporation's Public Record; and

(2) stock options or Common Shares issuable by the Corporation upon the exercise of stock options, in each case pursuant to the Corporation's stock option plan disclosed in the Corporation's Public Record issue,

sell or offer to sell any Common Shares or preferred shares of the Corporation or any securities exchangeable, convertible or exercisable into Common Shares or preferred shares of the Corporation, except as contemplated in this Agreement, without the written consent of the Agent, not to be unreasonably withheld.

(b) Vitalhub's Other Covenants

Vitalhub agrees and covenants:

(i) to deliver to the Agent as many of the documents comprising Vitalhub's Information Record as the Agent may reasonably require and Vitalhub authorizes the Agent and other sub-agents to use such documents in the Selling Jurisdictions in compliance with Applicable Securities Laws;

(ii) that no public announcement or press release concerning this Agreement or any other instrument relating hereto, or the relationship between Vitalhub and the Agent shall be made without the prior written consent of the Agent, such consent not to be unreasonably withheld; and

(iii) that during the period commencing on the date of this Agreement and ending ninety (90) days after the Closing Date, Vitalhub shall not, except for:

(1) securities issued pursuant to this Agreement or to satisfy existing instruments or agreements disclosed in Vitalhub's Information Record; and

(2) stock options or Vitalhub Shares issuable by Vitalhub upon the exercise of stock options, in each case pursuant to Vitalhub's stock option plan disclosed in Vitalhub's Information Record

issue, sell or offer to sell any Vitalhub Shares or preferred shares of Vitalhub or any securities exchangeable, convertible or exercisable into Vitalhub Shares or preferred shares of Vitalhub, except as contemplated in this Agreement, without the written consent of the Agent, not to be unreasonably withheld.

5. Agent's Representations and Warranties

The Agent represents and warrants to the Corporation and Vitalhub, and acknowledges that the Corporation and Vitalhub are relying upon such representations and warranties, that on the date of this Agreement and Closing Date that the Agent:

(a) has duly and punctually performed all of the obligations to be performed by it under this Agreement, and conduct activities in connection with the proposed offer and sale of the Units in compliance with all Applicable Securities Laws in the Selling Jurisdictions and, without limitation represents and warrants that it has not made available to prospective Subscribers any documents or materials other than the Subscription Agreement and the Corporation's Public Record and Vitalhub's Information Record;

(b) has not solicited subscriptions for Units, traded in or otherwise done any act in furtherance of a trade of Units outside of the Selling Jurisdictions except in compliance with the applicable laws thereof;

(c) has obtained from each Subscriber an executed Subscription Agreement and all applicable undertakings, questionnaires and other forms required under Applicable Securities Laws or by the Exchange and supplied to the Agent by the Corporation for completion in connection with the distribution of the Units;

(d) has not advertise the proposed offering or sale of the Units in printed media of general and regular paid circulation, radio, television or telecommunications (including electronic display);

(e) has not solicited subscriptions from any person located in the United States or any U.S. Person or any person acting for the account or benefit of a person in the United States or a U.S. Person;

(f) has provided to the Corporation in writing, no later than forty-eight (48) hours prior to the Closing Time, registration instructions for all Units subscribed for;

(g) has provided to the Corporation on the Closing Date all information required by the Subscription Agreements; and

(h) is, for the purposes of issuing the Agent's Option to the Agent pursuant to subparagraph 9(b)(iii) hereof, an "**accredited investor**" as defined in NI 45-106.

6. Representations and Warranties

(a) Representations and Warranties of the Corporation

The Corporation represents and warrants to the Agent, and acknowledges that the Agent is relying upon such representations and warranties, that on the date of this Agreement and Closing Date that:

(i) the Corporation has been duly incorporated and organized and is valid and existing under the laws of its jurisdiction of incorporation and has all requisite corporate authority and power to carry on its business, as now conducted by it and to own its assets. The Corporation has no subsidiaries;

(ii) the Corporation is qualified to carry on business under the laws of each jurisdiction in which it carries on a material portion of its business;

(iii) the Corporation has full corporate power and authority to enter into this Agreement, the Subscription Agreements, the Warrant Certificates and the Agent's Option, as the case may be, and to perform its obligations set out herein and therein (including, without limitation, to issue the Common Shares and Warrants comprising the Units, the Warrant Shares, the Agent's Option and the Common Shares upon exercise of the Agent's Option), and this Agreement has been, and the Subscription Agreements, the Warrant Certificates and the Agent's Option will on the Closing Date be, duly authorized, executed and delivered by the Corporation and this Agreement is, and, the Subscription Agreements, Warrant Certificates and the Agent's Option will on the Closing Date be, legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with its respective terms subject to the general qualification that:

(1) the enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting creditors' rights;

(2) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(3) the enforceability of any provision exculpating a party from liability or duty otherwise owed by it may be limited under applicable law;

(4) the enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court;

(5) the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments;

(6) rights to indemnity and contribution hereunder may be limited under applicable law; and

(7) the enforceability may be limited by applicable laws regarding limitation of actions;

(iv) at the Closing Date or the date of issuance, whichever is the later, (i) the Common Shares comprising part of the Units will, upon issuance in accordance with the terms of the Subscription Agreements and receipt by the Corporation of the subscription price, be issued as fully paid and non-assessable Common Shares; (ii) the Warrant Shares will, upon issuance in accordance with the terms of the Warrant Certificates and the receipt by the Corporation of payment of the exercise price, be issued as fully paid and non-assessable Common Shares; and (iii) the Common Shares issuable upon exercise of the Agent's Option will, upon issuance in accordance with the terms of the certificate representing the Agent's Option and the receipt by the Corporation of payment of the exercise price, be issued as fully paid and non-assessable Common Shares;

(v) the Corporation is not in default or breach of, and the execution and delivery of, and the performance of and compliance with the terms of, this Agreement, the Subscription Agreements, the Warrant Certificates and the certificate representing the Agent's Option by the Corporation, or any of the transactions contemplated hereby or thereby, does not and will not result in any breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, by-laws or resolutions of shareholders or directors of the Corporation, or any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound, or any judgment, decree, order, statute, rule or regulation applicable to the Corporation, which default or breach might reasonably be expected to materially adversely affect the business, operations, capital or condition (financial or otherwise) of the Corporation or its assets;

(vi) except for the costs incurred in respect of the Transaction pursuant to the Filing Statement, there has not been any material adverse change in the capital, assets, liabilities (absolute, accrued, contingent or otherwise) of the Corporation from the position set forth in the Corporation's Financial Statements (other than as has been publicly and generally disclosed), there has not been any material adverse change in the business, operations, capital or condition (financial or otherwise) or results of the operations of the Corporation since the date of the Corporation's Financial Statements and since that date there have been no material facts, transactions, events or occurrences which, to the knowledge of the Corporation could materially adversely affect the consolidated capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of the Corporation which have not been disclosed publicly or in writing to the Agent;

(vii) the Corporation's Financial Statements fairly present, in all material respects and in accordance with GAAP and IFRS consistently applied, the financial position and condition of the Corporation as at the dates thereof and the results of the operations of the Corporation for the periods then ended and reflect all liabilities (absolute, accrued, contingent or otherwise) of the Corporation required to be disclosed in accordance with GAAP and IFRS, as applicable, as at the dates thereof;

(viii) there are no material actions, suits, proceedings or inquiries pending or threatened against or affecting the Corporation at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality which in any way materially adversely affects, or may in any way materially adversely affect, the business, operations, capital or condition (financial or otherwise) of the Corporation or its assets or which affects or may affect the distribution of the Common Shares and Warrants comprising the Units, the Warrant Shares, or the distribution of the Agent's Option and the Common Shares upon exercise of the Agent's Option, and the Corporation is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success;

(ix) the information and statements set forth in the Corporation's Public Record were true, correct, and complete and did not contain any misrepresentation, as of the date of such information or statement, and the Corporation has not filed any confidential material change reports still maintained on a confidential basis;

(x) the authorized, issued and outstanding capital of the Corporation is as disclosed in the Filing Statement and no other shares are issued and outstanding as at the Closing Date (excluding the Units to be issued pursuant to this Agreement), all of which outstanding shares are or will be at the Closing Time validly issued as fully paid and non-assessable Common Shares;

(xi) other than the common shares reserved for issuance pursuant to an employee stock option plan as set out in the Filing Statement and the Private Offering, no person holds any securities convertible or exchangeable into any unissued securities of the Corporation or has any agreement, warrant, option, right or privilege being or capable of becoming an agreement, warrant, option or right for the purchase or other acquisition of any unissued securities of the Corporation except as contemplated pursuant to this Agreement;

(xii) the Transfer Agent has been duly appointed registrar and transfer agent of the Common Shares at its principal office in the City of Toronto;

(xiii) neither the Securities Commissions, other securities commissions or similar regulatory authorities, the Exchange or any other stock exchanges in Canada has issued any order which is currently outstanding ceasing, halting, suspending or preventing other trading in any securities of the Corporation, no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened and the Corporation is not in default of any requirement of Applicable Securities Laws in the Selling Jurisdictions;

(xiv) the issued and outstanding Common Shares are listed and posted for trading on the Exchange, and the Corporation is not in any material default of any requirements of the Exchange;

(xv) the Corporation is a “reporting issuer” in the provinces of British Columbia, Alberta, and Ontario within the meaning of the Applicable Securities Laws and is not in default of any requirement in relation thereto;

(xvi) the representations and warranties made by the Corporation in the Subscription Agreement are, or will be, true and correct as of the date at which they are made;

(xvii) the Corporation has timely filed all necessary tax returns and notices and have paid or made provision for all applicable taxes of whatever nature for all tax years to the date hereof to the extent such taxes have become due or have been alleged to be due and the Corporation is not aware of any material tax deficiencies or material interest or penalties accrued or accruing, or alleged to be accrued or accruing thereon which have not otherwise been provided for by the Corporation;

(xviii) except pursuant to the rights otherwise available for employees of the Corporation at common law and as disclosed in the Corporation’s Public Record, there is presently no material plan in place for retirement bonus, pension benefits, unemployment benefits, deferred compensation, severance or termination pay, insurance, sick leave, disability, salary continuation, legal benefits, vacation or other employee incentives or compensation (excepting the stock option plan of the Corporation as disclosed in the Corporation's Public Record) that is contributed to or required to be contributed to, by the Corporation for the benefit of any current or former director, executive officer, employee or consultant of the Corporation;

(xix) the Corporation does not owe any money to, nor has the Corporation any present loans to, or borrowed any monies from, is or otherwise indebted to any officer, director, employee, shareholder or any person not dealing at "arm's length" (as such term is defined in the Act) with the Corporation except for usual professional fees, employee reimbursements and compensation paid in the ordinary and normal course of the business of the Corporation;

(xx) the Corporation is not a party to any contract, agreement or understanding with any officer, director, employee, shareholder or any other person not dealing at arm's length with the Corporation which may have a material effect on the conduct of the business, operations, financial condition or income of the Corporation;

(xxi) the Corporation is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the articles of the Corporation and applicable laws) or any other like commitment of the obligations, liabilities (contingent or otherwise) of indebtedness of any other person;

(xxii) the Corporation has no loans or other indebtedness outstanding which has been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at "arm's length" (as that term is defined in the Act) with the Corporation that are currently outstanding;

(xxiii) no officer, director, employee or any other person not dealing at arm's length with the Corporation or, to the knowledge of the Corporation, any associate or affiliate of any such person, owns, has or is entitled to any royalty or any other encumbrances or claims of any nature whatsoever on the assets of the Corporation or any revenue or rights attributed thereto;

(xxiv) the Corporation does not have in place a shareholder rights protection plan;

(xxv) other than as disclosed in the Corporation's Public Record, neither the Corporation nor any of its shareholders is a party to any shareholders agreement, escrow agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Corporation;

(xxvi) the Corporation has not entered into any agreements or made any covenants with any parties that would restrict the Corporation from entering into this Agreement, the Subscription Agreements, the Warrant Certificates or the Agent's Option;

(xxvii) since incorporation, the Corporation has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its Common Shares or other securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities of any class or agreed to any of the foregoing;

(xxviii) the minute books of the Corporation are true and correct and contain the minutes of all meetings and all the resolutions of the directors and shareholders of the Corporation;

(xxix) the Corporation has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to the Corporation of each jurisdiction in which it carries on business and hold all licenses, registrations and qualifications in all jurisdictions in which it carries on business which are necessary or desirable to carry on the business of the Corporation as now conducted and as presently proposed to be conducted, and all such licenses, registrations or qualifications are valid and existing and in good standing and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any material adverse effect on the business of the Corporation as now conducted or as proposed to be conducted;

(xxx) other than as provided for in this Agreement or as disclosed in the Filing Statement, the Corporation has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finders fees, agent's commission or other similar forms of compensation with respect to the transactions contemplated herein;

(xxxi) the Corporation has not granted any rights of first refusal for an equity financing;

(xxxii) application has been made to list on the Exchange the Common Shares comprising part of the Units, the Warrant Shares and the Common Shares issuable upon exercise of the Agent's Option, and conditional approval of such application has been obtained on conditions satisfactory to the Agent, acting reasonably;

(xxxiii) the directors and senior officers of the Corporation have reviewed and duly approved the offering of Units contemplated by this Agreement;

(xxxiv) that in order to permit the Agent to comply with the requirements of the *Personal Information Protection and Electronic Documents Act* (Canada) in conducting its due diligence, the Corporation used its best efforts to provide written consents to the collection of information from each of the Corporation's directors, officers, insiders, promoters, consultants and employees upon request from the Agent;

(xxxv) the Corporation is not, and as a result of the sale of the Units contemplated hereby will not be, an "investment company", as such term is defined under the *United States Investment Company Act* of 1940, as amended;

(xxxvi) none of the Corporation, its affiliates, or any person acting on its or their behalf, has made or will make: (A) any offer to sell, or any solicitation of an offer, to buy Units, or for the account or benefit of, any person in the United States or a U.S. Person; or (B) any sale of such securities 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, (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believes that the purchaser is outside the United States and not a U.S. Person; and

(xxxvii) during the period in which the Units are offered for sale, none of it, its affiliates, or any person acting on its or their behalf has made or will make any "directed selling efforts", as such term is defined in Rule 902(c) of Regulation S, or has taken or will take any action that would cause the exclusion from registration available under Regulation S to be unavailable for offers and sales of the Units pursuant to this Agreement.

(b) Representations and Warranties of Vitalhub

Vitalhub represents and warrants to the Agent and acknowledges that the Agent is relying upon such representations and warranties that on the date of this Agreement and each Closing Date:

(i) Vitalhub has been duly incorporated and organized and is valid and subsisting under the laws of its jurisdiction of incorporation and has all requisite corporate authority and power to carry on its business, as now conducted by it and to own its assets. Vitalhub owns no subsidiaries;

(ii) Vitalhub is qualified to carry on business under the laws of each jurisdiction in which it carries on a material portion of its business;

(iii) Vitalhub has full corporate power and authority to enter into this Agreement, and to perform its obligations set out herein and therein, and this Agreement has been, duly authorized, executed and delivered by Vitalhub and this Agreement is a legal, valid and binding obligation of Vitalhub, enforceable against Vitalhub in accordance with its terms subject to the general qualification that:

(1) the enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting creditors' rights;

(2) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(3) the enforceability of any provision exculpating a party from liability or duty otherwise owed by it may be limited under applicable law;

(4) the enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court;

(5) the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments;

(6) rights to indemnity and contribution hereunder may be limited under applicable law; and

(7) the enforceability may be limited by applicable laws regarding limitation of actions;

(iv) Vitalhub is not in default or breach of, and the execution and delivery of, and the performance of and compliance with the terms of, this Agreement, by Vitalhub, or any of the transactions contemplated hereby or thereby, does not and will not result in any breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, by-laws or resolutions of shareholders or directors of Vitalhub, or any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which Vitalhub is a party or by which it is bound, or any judgment, decree, order, statute, rule or regulation applicable to Vitalhub, which default or breach might reasonably be expected to materially adversely affect the business, operations, capital or condition (financial or otherwise) of Vitalhub or its assets;

(v) except for costs incurred in respect of the Transaction contemplated hereby or pursuant to the Filing Statement and working capital expenditures in the ordinary course; there has not been any material adverse change in the capital, assets, liabilities (absolute, accrued, contingent or otherwise) of Vitalhub from the position set forth in Vitalhub's Financial Statements (other than as has been publicly and generally disclosed), there has not been any material adverse change in the business, operations, capital or condition (financial or otherwise) or results of the operations of Vitalhub since the date of Vitalhub's Financial Statements and since that date there have been no material facts, transactions, events or occurrences which, to the knowledge of Vitalhub could materially adversely affect the consolidated capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of Vitalhub which have not been disclosed publicly or in writing to the Agent;

(vi) Vitalhub's Financial Statements fairly present, in all material respects and in accordance with rules and principles of IFRS consistently applied, the financial position and condition of Vitalhub as at the dates thereof and the results of the operations of Vitalhub for the periods then ended and reflect all liabilities (absolute, accrued, contingent or otherwise) of Vitalhub required to be disclosed in accordance with IFRS as at the dates thereof;

(vii) there are no material actions, suits, proceedings or inquiries pending or threatened against or affecting Vitalhub at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality which in any way materially adversely affects, or may in any way materially adversely affect, the business, operations, capital or condition (financial or otherwise) of Vitalhub or its assets and Vitalhub is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success;

(viii) the information and statements set forth in Vitalhub's Information Record were true, correct, and complete and did not contain any misrepresentation, as of the date of such information or statement, and Vitalhub has not filed any confidential material change reports still maintained on a confidential basis;

(ix) the authorized, issued and outstanding capital of Vitalhub is as disclosed in the Filing Statement and no other shares are issued and outstanding as at the Closing Date other than in respect of the Private Offering, all of which outstanding shares are or will be at the Closing Time validly issued as fully paid and non-assessable;

(x) other than as disclosed in the Filing Statement and pursuant to the Private Offering, no person holds any securities convertible or exchangeable into any unissued securities of Vitalhub or has any agreement, warrant, option, right or privilege being or capable of becoming an agreement, warrant, option or right for the purchase or other acquisition of any unissued securities of Vitalhub except as contemplated pursuant to this Agreement;

(xi) the Private Offering is closed and Vitalhub has received subscriptions for and has issued 1,494,064 Vitalhub Units;

(xii) the issued and outstanding common shares of Vitalhub are not listed and posted for trading on any stock exchange;

(xiii) Vitalhub is not a "reporting issuer" within the meaning of the Applicable Securities Laws;

(xiv) Vitalhub had timely filed all necessary tax returns and notices and have paid or made provision for all applicable taxes of whatever nature for all tax years to the date hereof to the extent such taxes have become due or have been alleged to be due and Vitalhub is not aware of any material tax deficiencies or material interest or penalties accrued or accruing, or alleged to be accrued or accruing thereon which have not otherwise been provided for by Vitalhub;

(xv) except pursuant to the employment or consulting arrangements disclosed in the Filing Statement or in writing to the Agent, or otherwise disclosed pursuant to the due diligence process, and rights otherwise available for employees of Vitalhub at common law, there is presently no material plan in place for retirement bonus, pension benefits, unemployment benefits, deferred compensation, severance or termination pay, insurance, sick leave, disability, salary continuation, legal benefits, that is contributed to or required to be contributed to, by Vitalhub for the benefit of any current or former director, executive officer, employee or consultant of Vitalhub;

(xvi) except as disclosed in Vitalhub's Financial Statements, Vitalhub does not owe any money to, nor has Vitalhub any present loans to, or borrowed any monies from, is or otherwise indebted to any officer, director, employee, shareholder or any person not dealing at "arm's length" (as such term is defined in the Act) with Vitalhub except for usual employee reimbursements and compensation paid in the ordinary and normal course of the business of Vitalhub;

(xvii) Vitalhub is not a party to any contract, agreement or understanding with any officer, director, employee, shareholder or any other person not dealing at arm's length with Vitalhub which may have a material effect on the conduct of the business, operations, financial condition or income of Vitalhub;

(xviii) Vitalhub is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of Vitalhub and applicable laws) or any other like commitment of the obligations, liabilities (contingent or otherwise) of indebtedness of any other person;

(xix) except as disclosed to the Agent, Vitalhub has no loans or other indebtedness outstanding which has been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at "arm's length" (as that term is defined in the Act) with Vitalhub that are currently outstanding;

(xx) no officer, director, employee or any other person not dealing at arm's length with Vitalhub or, to the knowledge of Vitalhub, any associate or affiliate of any such person, owns, has or is entitled to any royalty or any other encumbrances or claims of any nature whatsoever on the assets of Vitalhub or any revenue or rights attributed thereto;

(xxi) Vitalhub does not have in place a shareholder rights protection plan;

(xxii) except as disclosed in the Filing Statement, neither Vitalhub nor any of its shareholders is a party to any shareholders agreement, escrow agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of Vitalhub;

(xxiii) Vitalhub has not entered into any agreements or made any covenants with any parties that would restrict Vitalhub from entering into this Agreement;

(xxiv) since incorporation, Vitalhub has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its common shares, preferred shares or other securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities of any class or agreed to any of the foregoing;

(xxv) the minute books of Vitalhub are true and correct and contain the minutes of all meetings and all the resolutions of the directors and shareholders of Vitalhub;

(xxvi) Vitalhub has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to Vitalhub of each jurisdiction in which it carries on business and hold all licenses, registrations and qualifications in all jurisdictions in which it carries on business which are necessary or desirable to carry on the business of Vitalhub as now conducted and as presently proposed to be conducted, and all such licenses, registrations or qualifications are valid and existing and in good standing and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any material adverse effect on the business of Vitalhub as now conducted or as proposed to be conducted;

(xxvii) Vitalhub has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finders fees, agent’s commission or other similar forms of compensation with respect to the transactions contemplated herein;

(xxviii) Vitalhub has not granted any rights of first refusal for an equity financing; and

(xxix) the directors and senior officers of Vitalhub have reviewed and duly approved the Filing Statement and have authorized the distribution of the Filing Statement.

7. <u>Conditions</u>

The obligations of the Agent hereunder shall be conditional upon the Agent receiving on or prior to the Closing Date:

(a) a legal opinion of the Corporation's Counsel and Vitalhub’s Counsel addressed to the Agent in the form and substance reasonably satisfactory to the Agent, with respect to such matters as the Agent may reasonably request relating to the offering, issuance and sale of the Units and the distribution of the Agent’s Option including, without limitation, that:

(i) each of the Corporation and Vitalhub has been duly incorporated and is valid and subsisting under its jurisdiction of incorporation and has all requisite corporate power and authority to carry on its business as now conducted by it and to own its assets and is qualified to carry on business under the laws of each jurisdiction in which it carries on a material portion of its business;

(ii) the authorized capital of the Corporation is as disclosed in the Corporation's Public Record of which as of the Closing Date, 9,000,000 Common Shares are issued and outstanding and no other shares are issued and outstanding as at the Closing Date (excluding the Units to be issued pursuant to this Agreement), all of which outstanding shares are or will be at the Closing Time validly issued as fully paid and non-assessable Common Shares;

(iii) the Corporation has full corporate power and authority to enter into this Agreement, the Subscription Agreement, the Warrant Certificates, and the certificate representing the Agent's Option and to perform its obligations set out herein and therein, and this Agreement has been and the Subscription Agreements, the Warrant Certificates and the certificate representing the Agent's Option will on the Closing Date, be duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with its respective terms, subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable law and other appropriate qualifications;

(iv) Vitalhub has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein and therein, and this Agreement has been, or will be, duly authorized, executed and delivered by Vitalhub and constitute legal, valid and binding obligations of Vitalhub enforceable against Vitalhub in accordance with its respective terms, subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable law and other appropriate qualifications;

(v) the authorized capital of Vitalhub is as disclosed in the Form 2J submitted to the Exchange as part of the Transaction, of which as of the Closing Date, 8,069,739 Common Shares are issued and outstanding and no other shares are issued and outstanding as at the Closing Date, all of which outstanding shares are or will be at the Closing Time validly issued as fully paid and non-assessable Common Shares;

(vi) the execution and delivery of this Agreement, the Subscription Agreements, the Warrant Certificates, and the certificate representing the Agent's Option and the fulfillment of the terms hereof or thereof by the Corporation and Vitalhub (Vitalhub with respect to this Agreement only) and the performance of and compliance with the terms of this Agreement, the Subscription Agreements, the Warrant Certificates and the certificate representing the Agent's Option by the Corporation does not and will not result in a breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under any applicable laws or any term or provision of the articles, by-laws or resolutions of the Corporation and Vitalhub (Vitalhub with respect to this Agreement only) which might reasonably be expected to materially adversely affect the business, operations, capital or condition (financial or otherwise) of the Corporation, Vitalhub or their respective assets;

(vii) the form and terms of the certificates representing the Common Shares and the Warrant Certificates have been approved and adopted by the directors of the Corporation and comply with all legal requirements relating thereto;

(viii) the Common Shares comprising part of the Units, the Warrant Shares and the Common Shares issuable upon the exercise of the Agent's Option have been reserved and allotted for issuance and when issued in accordance with the terms of the Subscription Agreements, the Warrant Certificates or the Agent's Option, respectively, will be validly issued as fully paid and non-assessable shares;

(ix) all Applicable Securities Laws of the Selling Jurisdictions and other laws applicable to the Corporation in connection with the creation, offering, issuance and sale of the Units and Agent's Option have been complied with;

(x) the distribution of the Warrant Shares and the distribution of the Common Shares upon the exercise of the Agent's Option are exempt from the prospectus requirements of the Applicable Securities Laws;

(xi) the first trade in the Common Shares and Warrants comprising the Units, the Warrant Shares and the Common Shares received upon the exercise of the Agent's Option will comply with NI 45-102 and , other than a trade that is otherwise exempt under Applicable Securities Laws, will not be subject to the prospectus requirements of the Applicable Securities Laws and no filing, proceeding, approval, consent, or authorization will be required to be made, taken or obtained under Applicable Securities Laws to permit such trade or distribution, through a person registered under an appropriate category under Applicable Securities Laws or pursuant to an exemption from the registration requirements under such Applicable Securities Laws, so long as certain conditions are met; and

(xii) the listing of the Common Shares comprising the Units, the Warrant Shares and the Common Shares issuable upon exercise of the Agent's Option on the Exchange complies with the Applicable Securities Laws and has been approved by the Exchange;

and additionally, relating to the authorized and issued capital of the Corporation and Vitalhub and as to all other legal matters, including compliance with Applicable Securities Laws of the Selling Jurisdictions, in any way connected with the offering, issuance, sale and delivery of the Units, the distribution of the Warrant Shares and the distribution of the Common Shares upon exercise of the Agent's Option, as the Agent may reasonably request.

It is understood that the respective counsel may rely on the opinions of local counsel acceptable to them as to matters governed by the laws of jurisdictions other than the jurisdiction of residence of such counsel or Canada and that such opinion may be addressed directly to the Agent and its counsel, and on certificates of officers of the Corporation, Vitalhub, the Transfer Agent and the auditors of the Corporation as to relevant matters of fact;

(b) executed copies of the Subscription Agreements in form and substance reasonably satisfactory to the Agent and the Agent's Counsel;

(c) evidence satisfactory to the Agent, acting reasonably, that the Corporation has obtained conditional approval of the Exchange to the Offering and listing approval of the Exchange for the Common Shares comprising the Units, the Warrant Shares and the Common Shares issuable upon the exercise of the Agent's Option, subject to the filing of documents which may be required by the Exchange;

(d) at or prior to the Closing Time, the aggregate total gross proceeds of the sales of the Units is a minimum of $500,000;

(e) at or prior to the Closing Time, the Corporation will have completed the Transaction as a Qualifying Transaction pursuant to the policies of the Exchange to the satisfaction of the Agent, acting reasonably.

The foregoing conditions are for the sole benefit of the Agent and may be waived in whole or in part by the Agent at any time and without limitation, and the Agent shall have the right, if any of the foregoing conditions are not met, on behalf of potential subscribers, to withdraw all Subscription Agreements delivered and not previously accepted by the Corporation or withdrawn or rescinded by such persons. If any of the foregoing conditions are not met or waived on or before the Closing Date, the Agent may terminate its obligations under this Agreement without prejudice to any other remedies it may have.

8. Closing

The issue and sale of the Units shall be completed at the Closing Time at the offices of Vitalhub's Counsel in Toronto, Ontario or at such other place as the Corporation, Vitalhub and the Agent may agree. Subject to the conditions set forth in paragraph 7, and any requirements of the Exchange, the Agent, on the Closing Date, shall deliver to the Corporation:

(a) all completed Subscription Agreements; and

(b) wire transfer, cheque or cheques payable to or as directed by the Corporation in an amount equal to the aggregate of all subscriptions delivered to and accepted by the Corporation less the commission, fees and expenses payable (as specifically outlined in the form of a detailed invoice(s) from the Agent or Agent's Counsel to the Corporation) to the Agent or Agent's Counsel pursuant to paragraph 9;

against delivery by the Corporation of:

(c) definitive certificates representing, in the aggregate, all of the Common Shares and Warrants subscribed for registered in the name(s) as the Agent shall notify the Corporation in writing not less than forty-eight (48) hours prior to the Closing Time;

(d) the Agent's Option; and

(e) such further documentation as may be contemplated by this Agreement or that may reasonably be requested by Agent's Counsel.

The Corporation may not reject any properly completed Subscription Agreement of a Subscriber resident in a Selling Jurisdiction unless: (i) the issuance of the Units thereto would breach Applicable Securities Laws; or (ii) it is aware of a material misrepresentation in the Subscription Agreement.

9. Fees, Option, and Expenses of the Agent

In consideration for its services hereunder the Corporation agrees to pay, issue or has paid to the Agent:

(a) **Work Fee:** the Corporation has paid to the Agent a work fee of $15,000 plus HST;

(b) **Marketing Commission:** the Corporation agrees to pay to the Agent a cash commission equal to the amount of seven and one half percent (7.5%) of the gross proceeds for Units subscribed for and for which the subscription is accepted by the Corporation;

(c) **Agent's Option:** the Corporation agrees to create and issue to the Agent, or as directed by the Agent, the Agent's Option;

(d) **Expenses:** the Corporation agrees to pay the reasonable expenses of the Agent and the reasonable fees, charges and disbursements of Agent's Counsel, to a maximum of $20,000, plus applicable HST, in accordance with Section 10 below, less the deposit of $10,000 (Ten Thousand Dollars) provided to the Agent by the Corporation; the Corporation will also be responsible for paying the reasonable out-of-pocket travel expenses incurred by the Agent in connection with any marketing road shows or due diligence purpose; and

The balance of the outstanding commission, work fee and expenses shall be paid at the Closing Time by the Agent deducting such amounts from the gross proceeds of the sale of the Units.

10. Expenses

Whether or not the transactions contemplated herein shall be completed, all reasonable costs and expenses of or incidental to the distribution of the Units shall be borne by the Corporation, including, without limitation, all reasonable costs and expenses of or incidental to the private placement of the Units; the preparation, filing and reproduction of the Corporation's Public Record, the fees and expenses of the Corporation's Counsel; the reasonable fees and expenses of the Corporation's auditors; and all other reasonable costs and expenses relating to this transaction.

11. Waiver

The Agent may waive in whole or in part any breach of, default under or non-compliance with any representation, warranty, term or condition of this Agreement, or extend the time for compliance therewith, without prejudice to any of its rights in respect of any other representation, warranty, term or condition hereof or any other breach of, default under or non-compliance with any other representation, warranty, term or condition of this Agreement, provided that any such waiver or extension shall be binding on the Agent only if the same is in writing.

12. Survival

All representations, warranties, terms and conditions herein or contained in certificates or documents submitted pursuant to or in connection with the transactions contemplated herein shall survive the payment by the Agent for the Units, the termination of this Agreement and the distribution of the Units and Agent's Option and shall continue in full force and effect for the benefit of the Agent and the Subscribers for a period of 18 months from the Closing Time regardless of any investigation by or on behalf of the Agent with respect thereto.

13. Indemnity

(a) Indemnity of the Corporation

The Corporation shall indemnify and save each of the Indemnified Persons harmless against and from all liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Units), costs, damages and expenses to which any of the Indemnified Persons may be subject or which any of the Indemnified Persons may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising directly or indirectly from or in consequence of:

(i) any information or statement contained in the Corporation's Public Record (other than any information or statement relating solely to the Agent and furnished to the Corporation by the Agent expressly for inclusion in the Corporation's Public Record) which is or is alleged to be untrue or any omission or alleged omission to provide any information or state any fact the omission of which makes or is alleged to make any such information or statement untrue or misleading in light of the circumstances in which it was made;

(ii) any misrepresentation or alleged misrepresentation (except a misrepresentation which is based upon information relating solely to the Agent and furnished to the Corporation by the Agent expressly for inclusion in the Corporation's Public Record) in the Corporation's Public Record;

(iii) any prohibition or restriction on trading in the securities of the Corporation or any prohibition or restriction affecting the distribution of Common Shares and Warrants comprising the Units, Warrant Shares, Agent's Option or Common Shares issuable upon the exercise of the Agent's Option imposed by any competent authority if such prohibition or restriction is based on any misrepresentation or alleged misrepresentation of a kind referred to in subparagraph 16(a)(i);

(iv) any order made or any inquiry, investigation (whether formal or informal) or other proceeding commenced or threatened by any one or more competent authorities (not based upon the activities or the alleged activities of the Agent or its sub-agents, if any) relating to or materially affecting the trading or distribution of Common Shares and Warrants comprising the Units, Warrant Shares, Agent's Option or Common Shares issuable upon the exercise of the Agent's Option;

(v) any breach of, default under or non-compliance by the Corporation with any representation, warranty, term or condition of this Agreement, the Subscription Agreement, the Warrant Certificates, the certificate representing the Agent's Option or any requirement of Applicable Securities Laws; or

(vi) the exercise by any Subscriber or permitted assignee of a Subscriber for Units of any contractual or statutory right of rescission or damages in connection with the purchase of the Units.

Notwithstanding the foregoing, an Indemnified Person will not be indemnified hereunder to the extent that any liability results from the negligence of, or willful misconduct of, or breach of, default under or non-compliance by the Indemnified Person with any representation, warranty, term or condition of this Agreement or Applicable Securities Laws.

The Corporation hereby waives its right to recover contribution from the Agent and any Indemnified Persons with respect to any liability of the Corporation by reason of or arising out of any misrepresentation in the Corporation's Public Record provided, however, that such waiver shall not apply in respect of liability caused or incurred by reason of or arising out of: (i) any misrepresentation which is based upon information relating solely to the Agent contained in such document and furnished to the Corporation by the Agent expressly for inclusion in such document; or (ii) any failure by the Agent to provide to prospective purchasers of Units any document which the Corporation is required to provide to such prospective purchasers and which the Corporation has provided to the Agent.

The Corporation agrees that in case any legal proceedings or investigation shall be brought against or initiated against the Corporation by the Securities Commissions, Exchange, or any governmental commission, regulatory authority, exchange, court or other authority and an Indemnified Person or other representative of the Agent shall be required to testify or respond to procedures designed to discover information regarding, in connection with or relating to the performance of professional services rendered to the Corporation by the Agent, the Corporation shall pay the Agent the reasonable costs (including an amount to reimburse the Indemnified Person for the time spent by its personnel in connection therewith on a per diem basis and out of pocket expenses) in connection therewith.

(b) Indemnity of Vitalhub

Vitalhub shall indemnify and save each of the Indemnified Persons harmless against and from all liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Units), costs, damages and expenses to which any of the Indemnified Persons may be subject or which any of the Indemnified Persons may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising directly or indirectly from or in consequence of:

(i) any information or statement contained in Vitalhub's Information Record (other than any information or statement relating solely to the Agent and furnished to Vitalhub by the Agent expressly for inclusion in Vitalhub's Information Record) which is or is alleged to be untrue or any omission or alleged omission to provide any information or state any fact the omission of which makes or is alleged to make any such information or statement untrue or misleading in light of the circumstances in which it was made;

(ii) any misrepresentation or alleged misrepresentation (except a misrepresentation which is based upon information relating solely to the Agent and furnished to Vitalhub by the Agent expressly for inclusion in Vitalhub's Information Record) in Vitalhub's Information Record; or

(iii) any breach of, default under or non-compliance by Vitalhub with any representation, warranty, term or condition of this Agreement, or any requirement of Applicable Securities Laws.

Notwithstanding the foregoing, an Indemnified Person will not be indemnified hereunder to the extent that any liability results from the negligence of, or willful misconduct of, or breach of, default under or non-compliance by the Indemnified Person with any representation, warranty, term or condition of this Agreement or Applicable Securities Laws.

Vitalhub hereby waives its right to recover contribution from the Agent and any Indemnified Persons with respect to any liability of Vitalhub by reason of or arising out of any misrepresentation in Vitalhub's Information Record provided, however, that such waiver shall not apply in respect of liability caused or incurred by reason of or arising out of: (i) any misrepresentation which is based upon information relating solely to the Agent contained in such document and furnished to Vitalhub by the Agent expressly for inclusion in such document; or (ii) any failure by the Agent to provide to prospective purchasers of Units any document which Vitalhub is required to provide to such prospective purchasers and which Vitalhub has provided to the Agent.

Vitalhub agrees that in case any legal proceedings or investigation shall be brought against or initiated against Vitalhub by the Securities Commissions, SEC, Exchange, or any governmental commission, regulatory authority, exchange, court or other authority and an Indemnified Person or other representative of the Agent shall be required to testify or respond to procedures designed to discover information regarding, in connection with or relating to the performance of professional services rendered to Vitalhub by the Agent, Vitalhub shall pay the Agent the reasonable costs (including an amount to reimburse the Indemnified Person for the time spent by its personnel in connection therewith on a per diem basis and out of pocket expenses) in connection therewith.

14. Notice of Indemnity Claim

If any claim contemplated by paragraph 16 shall be asserted against any of the Indemnified Persons in respect of which indemnification is or might reasonably be considered to be provided for in such paragraph, such Indemnified Person shall notify the Corporation and Vitalhub as soon as possible of the nature of such claim and the Corporation and Vitalhub (as applicable) shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim, provided however, that the defence shall be through legal counsel selected by the Corporation and Vitalhub (as applicable) and acceptable to the Indemnified Person acting reasonably and that no admission of liability or settlement may be made by the Corporation, Vitalhub or the Indemnified Person without the prior written consent of the other, such consent not to be unreasonably withheld. The Indemnified Person shall have the right to retain its own counsel in any proceeding relating to a claim contemplated by paragraph 16 if:

(a) the Indemnified Person has been advised by counsel that there may be a material legal defence available to the Indemnified Person which is different from or additional to a defence available to the Corporation and Vitalhub (as applicable) (in which case the Corporation and Vitalhub (as applicable) shall not have the right to assume the defence of such proceedings on the Indemnified Person's behalf);

(b) the Corporation or Vitalhub (as applicable) shall not have taken the defence of such proceedings and employed counsel within ten days after notice of commencement of such proceedings; or

(c) the employment of such counsel has been authorized by the Corporation or Vitalhub (as applicable) in connection with the defence of such proceeding;

and, in any such event, the reasonable fees and expenses of such Indemnified Person's counsel shall be paid by the Corporation and Vitalhub (as applicable); provided that the Corporation shall not be obligated to pay fees and expenses of more than one separate legal firm for all Indemnified Persons, as a group.

It is the intention of the Corporation and Vitalhub (as applicable) to constitute the Agent as trustee for the Indemnified Persons for the purposes of paragraphs 16 and 17 and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

15. Right of Contribution

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Agreement is due in accordance with its terms but is (in whole or in part), for any reason, held by a court to be unavailable from the Corporation and Vitalhub (as applicable) on grounds of policy or otherwise, each of the Corporation, Vitalhub and the party or parties seeking indemnification shall contribute to the aggregate liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Units), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) to which they may be subject or which they may suffer or incur:

(a) in such proportion as is appropriate to reflect the relative benefit received by the Corporation and Vitalhub (as applicable) on the one hand and by the Agent on the other hand from the offering of the Units; or

(b) if the allocation provided by subparagraph (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in subparagraph (a) above but also to reflect the relative fault of the party or parties seeking indemnity, on the one hand, and the parties from whom indemnity is sought, on the other hand, in connection with the statement, omission, misrepresentation or alleged misrepresentation, order, inquiry, investigation or other matter or thing which resulted in such liabilities, claims, demands, losses, costs, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Corporation and Vitalhub (as applicable), on the one hand, and the Agent, on the other hand, shall be deemed to be in the same proportion that the total proceeds of the offering received by the Corporation and Vitalhub (as applicable) (net of fees but before deducting expenses) bear to the commission and fees (including Agent's Option) received by the Agent.

The amount paid or payable by an Indemnified Person as a result of liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Units), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) referred to above shall, without limitation, include any legal or other expenses reasonably incurred by the Indemnified Person in connection with investigating or defending such liabilities, claims, demands, losses, costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof), whether or not resulting in any action, suit, proceeding or claim.

Each of the Corporation and Vitalhub (as applicable) agrees that it would not be just and equitable if contributions pursuant to this Agreement were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraphs. The rights to contribution provided in this paragraph 18 shall be in addition to, and without prejudice to, any other right to contribution which the Agent may have.

Any liability of the Agent or Indemnified Party under this paragraph 18 shall be limited to the amount payable to the Agent pursuant to paragraph 9.

16. Notices

Any notice or other communication to be given hereunder shall, in the case of notice to be given to the Corporation, be addressed to:

Quinsam Opportunities I Inc.
390 Bay Street, Suite 806
Toronto, Ontario M5H 2Y2

Attention: Roger Dent
Email: rogerdent@rogers.com

and a copy to:

Peterson McVicar LLP
390 Bay Street, Suite 806
Toronto, ON M5H 2Y2

Attention: Dennis H. Peterson
Email: dhp@petelaw.com

and in the case of notice to be given to Vitalhub, addressed to:

Vitalhub Corp.

Suite 531, 100 College Street
Toronto, ON M5H 2B1

Attention: Daniel Matlow
Email: dan.matlow@vitalhub.com

and a copy to:

Chitiz Pathak LLP
320 Bay Street, Suite 1600
Toronto, Ontario M5H 4A6

Attention: Alicia McKeag
Email: amckeag@ChitizPathak.com

and in the case of notice to be given to the Agent, addressed to:

Industrial Alliance Securities Inc.
Suite 228, 38 Auriga Drive
Ottawa, Ontario K2E 8A5

Attention: Greg Jackson
Email: Greg.Jackson@iagto.ca

and a copy to:

Perley-Robertson, Hill & McDougall LLP
1400-340 Albert Street
Ottawa, Ontario K1R 0A5

Attention: Timothy McCunn
Email: tmccunn@perlaw.ca

or to such other address as the party may designate by notice given to the others. Each communication shall be personally delivered to the addressee or sent by electronic transmission to the addressee, and:

(a) a communication which is personally delivered shall, if delivered before 4:30 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first Business Day following the day on which it is delivered; and

(b) a communication which is sent by facsimile transmission shall, if sent on a Business Day before 4:30 p.m. (local time of the recipient), be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first Business Day following the day on which it is sent.

17. Obligations of the Agent

The Corporation: (i) acknowledges and agrees that the Agent has certain statutory obligations as a registrant under the Applicable Securities Laws and has fiduciary relationships with its clients; and (ii) consents to the Agent acting hereunder while continuing to act for its clients. To the extent that the Agent's statutory obligations as a registrant under Applicable Securities Laws or fiduciary relationships with its clients conflicts with its obligations hereunder, the Agent shall be entitled to fulfill 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 the Agent from fulfilling its statutory obligations as a registrant under Applicable Securities Laws or to act as a fiduciary of its clients.

18. Severance

If one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

20. Time of the Essence

Time shall be of the essence of this Agreement.

21. Counterpart Execution and Electronic Transmission

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, constitute one and the same instrument.

The parties agree that the reproduction of signatures by facsimile, email transmission of ADOBE Acrobat files or other such method will be treated as though such reproductions were executed originals, and each party undertakes to provide the other with a copy of this Agreement bearing original signatures within a reasonable time after acceptance of this Agreement provided that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act* (Ontario).

22. Entire Agreement

It is understood that the terms and conditions of this Agreement supersede any previous verbal or written agreement between the Agent and the Corporation with respect to the issuance of securities by the Corporation, including without limitation, the engagement letter of August 15, 2016.

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

[Signature Page follows]

QUINSAM OPPORTUNITIES I INC.

"Roger Dent"

Per: ______________________________
Name: Roger Dent
Title: Chief Executive Officer
I have authority to bind the Corporation.

VITALHUB CORP.

"Dan Matlow"

Per: ______________________________
Name: Dan Matlow
Title: Chief Executive Officer
I have authority to bind the Corporation.

INDUSTRIAL ALLIANCE SECURITIES INC.

"Fred Westra"

Per: ______________________________
Name: Fred Westra
Title: Senior VP, Managing Director & Head of Capital Markets
I have authority to bind the Corporation.

SCHEDULE "A" – Certificate of Agent's Option

To an Agreement dated the 28th day of November, 2016
between Quinsam Opportunities I Inc. (the "**Corporation**") and Industrial Alliance Securities Inc.
(the "**Agent**")

Unless permitted under securities legislation, the holder of this security must not trade the security before March 29, 2017.

THE AGENT'S OPTION REPRESENTED BY THIS CERTIFICATE WILL BE VOID AND OF NO VALUE IF NOT EXERCISED PRIOR TO 4:30 P.M. EST ON NOVEMBER [NTD], 2018

AGENT'S OPTION CERTIFICATE

QUINSAM OPPORTUNITIES I INC.
(Incorporated under the *Business Corporations Act* (Ontario))

AGENT'S OPTION CERTIFICATE NO. **2016-BW●**	● AGENT'S OPTION entitling the holder to acquire, subject to adjustment, one (1) Common Share for each whole Agent's Option represented hereby.

THIS IS TO CERTIFY THAT Industrial Alliance Securities Inc. (the "**Optionholder**") is entitled to acquire, for each Agent's Option represented hereby, in the manner and subject to the restrictions and adjustments set forth in the "Terms and Conditions of Agent's Option of Quinsam Opportunities I Inc." appended as a Schedule hereto and forming a part hereof, at any time and from time to time until 4:30 p.m. EST on November 28, 2018, one (1) fully paid and non-assessable common share ("**Common Share**") in the capital of Quinsam Opportunities I Inc. (the "**Corporation**") as constituted on November 28, 2016, subject to adjustment in certain events.

The Agent's Option represented by this certificate may only be exercised at the principal office of the Corporation from time to time being Suite 531, 100 College Street, Toronto, ON M5H 2B1as at the date hereof, upon surrender of this certificate with the Subscription Form enclosed herein (or a separate notice in substantially the same form) duly completed and executed, and cash or a certified cheque or bank draft payable to or to the order of the Corporation, at par in immediately available funds, for the full purchase price of the Common Shares so subscribed for.

The Agent's Option represented by this certificate are subject to the "Terms and Conditions of Agent's Option of Quinsam Opportunities I Inc." appended as a Schedule hereto and forming a part hereof.

IN WITNESS WHEREOF the Corporation has caused this certificate to be executed by a duly authorized director or officer.

DATED for reference this 28th day of November, 2016.

QUINSAM OPPORTUNITIES I INC.

Per: ____________________________________
Name:
Title:

I have authority to bind the Corporation.

The Agent's Option represented hereby cannot be transferred or otherwise disposed of by the holder to any person whatsoever.

IMPORTANT: SEE "TERMS AND CONDITIONS OF AGENT'S OPTION OF QUINSAM OPPORTUNITIES I INC." APPENDED AS A SCHEDULE HERETO

SUBSCRIPTION FORM

TO: Quinsam Opportunities I Inc.

The undersigned holder of the within Agent's Option hereby irrevocably subscribes for __________ Common Shares (or such adjusted number of Common Shares or other securities to which such subscription entitles the undersigned in lieu thereof) in accordance with and subject to the provisions of this Agent's Option Certificate at the subscription price of $0.11 for each one (1) Common Share exercised hereby, and encloses herewith cash or a certified cheque or bank draft payable to or to the order of Quinsam Opportunities I Inc. for the full subscription price for the Common Shares so subscribed for.

The undersigned hereby represents and warrants that it: (a) was not offered the Common Shares while the undersigned was in the United States (as such term is defined in Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended) and is not a "U.S. person" (as such term is defined in Regulation S (a "U.S. Person")), (b) at the time of exercise of this Agent's Option is not in the United States or exercising this Agent's Option on behalf of a person in the United States, (c) is not a U.S. Person and is not exercising this Agent's Option on behalf of a U.S. Person, and (d) did not execute or deliver this Subscription Form in the United States.

The Common Shares subscribed for are to be issued as follows:

Name: ____

Address in full: ____

Daytime Telephone Number: ____

Note: If further nominees are intended, please attach (and initial) a schedule providing these particulars.

DATED this ________ day of _______________, 20___.

______________________________ Signature Guaranteed	______________________________ Signature of Optionholder (to be the same as the name that appears on the face of this Agent's Option Certificate)
	______________________________ Name of Optionholder (please print)
	______________________________ Address of Optionholder (please print)

Instructions:

1. If the Subscription Form indicates that Common Shares are to be issued to a person or persons other than the registered holder of the Agent's Option Certificate, the signature of such Optionholder on the Subscription Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange, and the Optionholder must pay any applicable transfer taxes or fees.

2. If the Subscription Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a judiciary or representative capacity, the Agent's Option Certificate must be accompanied by evidence of authority to sign satisfactory to the Corporation.

THE AGENT'S OPTION REPRESENTED HEREBY CANNOT BE TRANSFERRED OR OTHERWISE DISPOSED OF BY THE HOLDER TO ANY PERSON WHATSOEVER.

SCHEDULE TO AGENT'S OPTION CERTIFICATE

TERMS AND CONDITIONS OF AGENT'S OPTION
OF QUINSAM OPPORTUNITIES I INC.

Terms and Conditions attached to the Agent's Option issued by Quinsam Opportunities I Inc. and dated for reference the 28th day of November, 2016.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

(a) **"Agent's Option Certificate"** means the certificate to which these Terms and Conditions are attached and of which these Terms and Conditions form a part;

(b) **"Agent's Option**" means the options to acquire the Common Shares evidenced by the Agent's Option Certificate;

(c) "**Business Day**" means a day other than a Saturday, Sunday or any day on which banks are not open for business in Toronto, Ontario;

(d) "**Common Shares**" means the common shares in the capital of the Corporation as such shares existed on the Issue Date, subject to adjustment as provided herein;

(e) "**Corporation**" means Quinsam Opportunities I Inc. and its successors;

(f) "**dividends paid in the ordinary course**" means any dividends, whether in cash, in securities of the Corporation, in specie, in kind or otherwise in property or other assets, declared payable or paid on the Common Shares in any fiscal year of the Corporation to the extent that the aggregate of such cash dividends or the fair market value thereof, as bona fide determined by the directors of the Corporation, of such dividends in securities, in specie, in kind or otherwise in property or other assets declared and payable or paid from the beginning of the fiscal year of the Corporation in which such dividend is declared to the date of such declaration of such dividend, including in such calculation the dividend in question, does not exceed the retained earnings of the Corporation as at the date of declaration of such dividends;

(g) "**Exchange**" means the TSX Venture Exchange;

(h) "**Exercise Price**" means the price of $0.11 per Common Share, expressed in lawful money of Canada, or such lesser price as may be determined in accordance with Section 5.2 subject to adjustment as provided herein;

(i) "**Expiry Time**" means 4:30 p.m. EST on November 28, 2018 or such other time as may be determined in accordance with Section 5.2;

(j) "**Fair Value per Share**" means: (i) if the Common Shares are listed on a stock exchange, the volume weighted average trading price per Common Share for the twenty (20) trading days on the Exchange immediately preceding the date on which the value of a Common Share is assessed for the purposes hereof; and (ii) if the Common Shares are not listed on a stock exchange, the fair market value of a Common Share, as determined by the directors of the Corporation acting reasonably and in good faith, which determination shall be conclusive for all purposes of this Agent's Option Certificate;

(k) "**herein**", "**hereby**" and similar expressions refer to these Terms and Conditions, as the same may be amended or modified from time to time; and the expression "Article", "Section" and "subsection" followed by a number refer to the specified Article, Section or subsection of these Terms and Conditions;

(l) "**Issue Date**" means November 28, 2016;

(m) **"Optionholder"** means the registered holder of the Agent's Option;

(n) "**person**" includes an individual, corporation, partnership, trustee or any unincorporated organization and words importing persons include individuals, corporations, partnerships, trustees and unincorporated organizations;

(o) **"Purchase Price"** shall mean, for any exercise of Agent's Option, the aggregate consideration payable to the Corporation by the Optionholder pursuant to Section 2.1 hereof, in an amount equal to the product of the Exercise Price applicable as at the date of exercise multiplied by the number of Agent's Option so exercised at such time,

words importing the singular number include the plural and *vice versa* and words importing the masculine gender include the feminine and neuter genders. Capitalized terms not otherwise defined herein shall have the meaning set out in the Agency Agreement dated November 28, 2016 between Quinsam Opportunities I Inc. and Industrial Alliance Securities Inc.

1.2 Interpretation Not Affected by Headings

The division of these Terms and Conditions into Articles, Sections and subsections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Applicable Law

These Terms and Conditions shall be construed in accordance with and the rights and obligations of the Optionholder and the Corporation hereunder shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. The Corporation and the Optionholder attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

ARTICLE 2
EXERCISE OF AGENT'S OPTION

2.1 Method of Exercise

The right to subscribe for and purchase Common Shares hereunder may be exercised, prior to the Expiry Time, by the Optionholder delivering to the Corporation at its principal office: (i) the Agent's Option Certificate with the subscription form enclosed therein (or a separate notice in substantially the same form) duly completed and executed; and (ii) cash or a certified cheque or bank draft payable to or to the order of the Corporation, at par in immediately available funds, for the full amount of the Purchase Price, in lawful money of Canada. The Agent's Option Certificate and payment shall be deemed to be delivered only upon actual receipt of same by the Corporation.

2.2 Effect of Exercise

Upon delivery and payment as set forth in Section 2.1 above, the Common Shares so subscribed for shall be issued as fully paid and non-assessable shares in the capital of the Corporation and the Optionholder will become the holder of record of the Common Shares, effective as of the date of such delivery and payment, and within three (3) Business Days thereafter the Corporation will cause certificate(s) for the Common Shares purchased to be mailed to the Optionholder, at the address set forth in the delivery instructions provided by the Optionholder in the subscription form enclosed with the Agent's Option Certificate (or a separate notice in substantially the same form), or otherwise delivered to or to the order of the Optionholder.

2.3 Partial Exercise

The Optionholder may subscribe for and purchase a number of Common Shares that is less than the total number of Common Shares that the Optionholder is entitled to subscribe for and purchase hereunder, in which event the Corporation shall cause within five (5) Business Days thereafter a certificate representing the balance of the Agent's Option not exercised by the Optionholder to be mailed to the Optionholder at the address set forth in the delivery instructions provided by the Optionholder in the subscription form enclosed with the Agent's Option Certificate (or a separate notice in substantially the same form), or otherwise delivered to or to the order of the Optionholder.

2.4 Expiration

At the Expiry Time, all rights hereunder shall wholly cease and terminate and the Agent's Option shall be void and of no effect whatsoever.

2.5 Fractional Interests

The Corporation shall not be required to issue fractional Common Shares on the exercise of any Agent's Option. If more than one Agent's Option shall be presented by the Optionholder for exercise at the same time, the number of full Common Shares issuable upon the exercise thereof will be computed on the basis of the aggregate number of Common Shares purchasable on exercise of the Agent's Option so presented. If any fraction of a Common Share would, except for the provisions of this Section 2.5, be issuable on the exercise of any Agent's Option, the number of Common Shares issued to such registered Optionholder shall be rounded up to the next greater whole number of Common Shares if the fractional entitlement is equal to or greater than 0.50 and shall, without any additional compensation, be rounded down to the next lesser whole number of Common Shares if the fractional entitlement is less than 0.50.

ARTICLE 3
GENERAL

3.1 Reservation of Sufficient Common Shares

For so long as the Agent's Option remain outstanding, the Corporation shall reserve and keep available for issue upon the exercise of the Agent's Option such number of authorized but unissued Common Shares or other shares in the capital of the Corporation as will be required to satisfy in full the rights of the Optionholder pursuant to the Agent's Option to subscribe for and purchase Common Shares from the Corporation.

3.2 Additional Securities

Nothing contained herein shall be construed as preventing the Corporation from making any distribution of or otherwise issuing to any person, at any time and from time to time, additional Common

Shares or securities convertible into Common Shares for such consideration and on such terms as may be approved by the board of directors of the Corporation in its sole discretion.

3.3 Lost, Stolen, Destroyed or Mutilated Agent's Option Certificates

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of any Agent's Option Certificate and, in the case of loss, theft or destruction, upon receipt of indemnity or security in an amount and form satisfactory to the Corporation, or, in the case of mutilation, upon surrender and cancellation of such Agent's Option Certificate, the Corporation will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Agent's Option Certificate, a new Agent's Option Certificate of like tenor and representing the same number of Agent's Option. The Optionholder shall pay the reasonable charges of the Corporation in connection with any such replacement.

3.4 Optionholder Not a Shareholder

The Agent's Option represented hereby shall not constitute the Optionholder a shareholder of the Corporation, nor entitle the Optionholder to any right or interest (including, without limitation, any voting rights or rights to receive dividends or other distributions) as a shareholder of the Corporation. For greater certainty, the Agent's Option represented hereby shall not entitle the Optionholder to any voting rights whatsoever in the affairs of the Corporation.

3.5 Notice to Regulatory Authorities

The Corporation may give notice of the issuance of any Common Shares pursuant to the exercise of Agent's Option, in such detail as may be required, to any stock exchange, securities commission or similar regulatory authority in Canada having jurisdiction in respect of such issuance.

3.6 Legends

If, at the time of the exercise of the Agent's Option, the Common Shares acquired thereby are subject to trading restrictions under applicable securities legislation, the Corporation may, on the advice of counsel, endorse the certificates representing such Common Shares to such effect.

3.7 No Assignment

The Agent's Option is non-assignable and non-transferable.

ARTICLE 4
ADJUSTMENTS

4.1 Adjustment of Subscription Rights

(a) The Exercise Price and the number of Common Shares purchasable upon the exercise of an Agent's Option shall be subject to adjustment from time to time as set forth in this Article 4 with respect to any fact or event described herein occurring after the Issue Date but prior to the Expiry Time. The adjustments provided for in this Article 4 are cumulative. Notwithstanding anything contained in this Article 4, any adjustment made pursuant to any provision of this Article 4 shall be made without duplication of an adjustment otherwise required by and made pursuant to another provision of this Article 4 on account of the same facts or events.

(b) After any adjustment pursuant to this Article 4, the term "Common Shares" where used in this Agent's Option Certificate shall, unless the context requires otherwise, be interpreted to mean securities or other property that, as a result of all prior adjustments pursuant to this Article 4, the

Optionholder is entitled to receive upon the exercise of an Agent's Option, and the number of Common Shares indicated in any subscription made pursuant to the exercise of Agent's Option shall be interpreted to mean the number of such securities or other property which, as a result of all prior adjustments pursuant to this Section, the Optionholder is entitled to receive upon the exercise of Agent's Option entitling the holder thereof to subscribe for and purchase the number of Common Shares so indicated.

4.2 Stock Dividends, Subdivisions or Consolidations

(a) If and whenever at any time after the Issue Date but prior to the Expiry Time, the Corporation shall: (i) subdivide, redivide or change its outstanding Common Shares into a greater number of shares; (ii) reduce, combine or consolidate its outstanding Common Shares into a smaller number of shares; or (iii) issue Common Shares or securities convertible into or exchangeable for Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend other than a dividend paid in the ordinary course, then the Exercise Price in effect on the effective date of such subdivision, redivision, change, reduction, combination or consolidation or on the record date for such issue of Common Shares or securities convertible or exchangeable into Common Shares by way of a stock dividend, as the case may be, shall be adjusted immediately after such effective date or record date, as the case may be, so that it shall equal the price determined by multiplying the Exercise Price in effect on such date by a fraction of which the numerator shall be the total number of Common Shares outstanding immediately prior to such date and the denominator shall be the total number of Common Shares outstanding immediately after such date (including, in the case where securities convertible into or exchangeable for Common Shares are issued, the number of Common Shares that would have been outstanding had such securities been converted into or exchanged for Common Shares on such record date).

(b) Any issue of Common Shares by way of a stock dividend as contemplated in this Section 4.2 shall be deemed to have been made on the record date for the stock dividend for the purpose of calculating the number of outstanding Common Shares, or securities convertible into Common Shares, under Sections 4.2, 4.3 and 4.4. To the extent that any securities convertible into or exchangeable for Common Shares are not converted into or exchanged for Common Shares prior to the expiration of the conversion or exchange right, the Exercise Price shall be readjusted effective as at the date of such expiration to the Exercise Price that would then be in effect based upon the number of Common Shares actually issued on the exercise of such conversion or exchange right.

(c) Upon any adjustment of the Exercise Price pursuant to Section 4.2, the number of Common Shares purchasable under each Agent's Option shall contemporaneously be adjusted by multiplying the number of Common Shares theretofore purchasable on the exercise thereof by a fraction of which the numerator shall be the Exercise Price in effect immediately prior to such adjustment and the denominator shall be the Exercise Price resulting from such adjustment.

4.3 Rights Offerings

If and whenever at any time after the Issue Date but prior to the Expiry Time, the Corporation shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of its outstanding Common Shares entitling them, for a period expiring not more than forty-five (45) days after such record date, to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at a price per share (or having a conversion or exchange price per share) less than 95% of the Fair Value per Common Share on such record date, the Exercise Price in effect on such record date shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number arrived at by dividing the aggregate price of the total number of additional Common Shares offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible securities so offered) by such Fair Value per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares offered for subscription or purchase (or into which the convertible securities so offered are convertible or exchangeable). Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. To the extent that any such rights, options or warrants are not so issued or any such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect if such record date had not been fixed or to the Exercise Price that would then be in effect based upon the number and aggregate price of Common Shares (or securities convertible into or exchangeable for Common Shares) actually issued upon the exercise of such rights, options or warrants, as the case may be.

4.4 Other Distributions

If and whenever at any time after the Issue Date but prior to the Expiry Time, the Corporation shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Common Shares of: (i) shares of any class other than Common Shares (or other securities convertible into or exchangeable for Common Shares); (ii) rights, options or warrants (excluding rights, options or warrants referred to in Section 4.3, or rights, options or warrants referred to in Section 4.3 but exercisable at a price per share (or having a conversion or exchange price per share) that is at least 95% of the Fair Value per Share); (iii) evidences of its indebtedness; or (iv) assets (excluding assets distributed as dividends paid in the ordinary course or in the event of the liquidation, dissolution or winding-up of the Corporation); then, in each such case, the Exercise Price in effect on such record date shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Fair Value per Common Share on such record date, less the aggregate fair market value (as determined by the directors of the Corporation acting reasonably and in good faith, which determination shall be conclusive) of such shares or rights, options or warrants or evidences of indebtedness or assets so distributed, and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by the Fair Value per Common Share. Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. To the extent that such distribution is not so made, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect based upon such shares or rights, options or warrants or evidences of indebtedness or assets actually distributed, as the case may be.

4.5 Reorganizations

If and whenever at any time after the Issue Date but prior to the Expiry Time, there is a reclassification of the Common Shares or a capital reorganization of the Corporation other than as described in Section 4.2 or a consolidation, amalgamation, arrangement, merger or other reorganization of the Corporation with or into any other body corporate, trust, partnership or other entity, or a sale or conveyance of the property and assets of the Corporation as an entirety or substantially as an entirety to any other body corporate, trust, partnership or other entity (any such event being hereinafter referred to as a "Reorganization"), the Optionholder shall be entitled, for each Agent's Option still held at the effective date of the Reorganization, upon the exercise of such Agent's Option after the effective time, to receive, and shall thereupon be obligated to accept in lieu of the number of Common Shares then subscribed for by him but for the same aggregate consideration payable therefor, the number of shares or other securities of property of the Corporation or of the body corporate, trust, partnership or other entity resulting from such merger, amalgamation or consolidation, or to which such sale or conveyance may be made, as the case may be, that such Optionholder would have been entitled to receive on the Reorganization if, on the record date or the effective date thereof, as the case may be, the Optionholder had been the registered holder of the number of Common Shares so subscribed for. To give effect to or to evidence the provisions of this Section 4.5, the Corporation shall or shall impose upon its successor or such purchasing body corporate, partnership, trust or other entity, as the case may be, prior to or contemporaneously with any such Reorganization, an agreement or undertaking that provides, to the extent possible, for the application of the provisions of this Section 4.5 with respect to the rights and interests thereafter of the Optionholder to the end that the provisions set forth in this Agent's Option shall thereafter correspondingly be made applicable, as nearly as may reasonably be, with respect to any shares, other securities or property to which the Optionholder is entitled on the exercise of his purchase rights thereafter. Any agreement or undertaking entered into between the Corporation, any successor to the Corporation or such purchasing body corporate, partnership, trust or other entity shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Article 4 and which shall apply to successive Reorganizations.

4.6 Exception

Notwithstanding anything contained herein, no adjustment in the number of Common Shares purchasable upon the exercise of an Agent's Option, or the Exercise Price thereof, shall be made in respect of any event or circumstance described in this Article 4 if the Optionholder is entitled to participate in such event on the same terms, *mutatis mutandis*, as if the Optionholder had exercised his Agent's Option on or before the effective date or record date of such event or circumstance.

4.7 Abandonment or Deferral

(a) If the Corporation sets a record date as at which the holders of Common Shares are to be determined for the purposes of an event in respect of which an adjustment in the number of Common Shares purchasable upon the exercise of an Agent's Option, or the Exercise Price thereof, is required to be made under Article 4 but legally abandons the event prior to completion thereof, then no adjustment in such number of Common Shares or the Exercise Price thereof shall be required by reason of the setting of such record date.

(b) In any case where Article 4 requires that an adjustment in the number of Common Shares purchasable upon the exercise of an Agent's Option, or the Exercise Price thereof, be made effective immediately after a record date for a specified event, the Corporation may elect to defer, until after the occurrence of the event, the issuance to the holder of any Agent's Option exercised after the record date, of the Common Shares issuable upon the exercise of the Agent's Option that are in excess of the Common Shares that the Optionholder would thereupon be entitled to receive in the absence of the specified event; *provided, however,* that the Corporation shall deliver to the holder an appropriate instrument evidencing the holder's right to receive such additional Common Shares if and when the event requiring such adjustment in fact occurs.

4.8 Minimum Adjustment

No adjustment in the number of Common Shares purchasable upon the exercise of an Agent's Option shall be required under this Article 4 unless the adjustment would require an increase or decrease of at least one percent (1%) in such number of Common Shares; *provided, however, that* any adjustments which by reason of this Section 4.8 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations made in this regard shall be made to the nearest one-tenth of a share.

4.9 No Adjustments for Other Transactions or Events

For greater certainty, and notwithstanding anything contained herein, no adjustment to the terms of the Agent's Option shall be required under this Article 4 in the event of any one or more of the following:

(a) the granting by the Corporation of options or other rights under any stock option plan, stock purchase plan, phantom stock plan, stock appreciation rights plan, or other deferred, share or incentive compensation plan to officers, directors, employees or consultants of the Corporation or its affiliates;

(b) the issue by the Corporation of any Common Shares or other securities of the Corporation for valuable consideration to any persons other than as specifically provided for in this Article 4 (including without limitation the issue of Common Shares upon the exercise or conversion of any securities of the Corporation outstanding as at the date hereof that are exercisable or convertible into Common Shares); or

(c) the declaration or payment of any dividends on the Common Shares other than as specifically provided for in this Article 4.

4.10 Notice of Adjustment Events

(a) For so long as any Agent's Option remain outstanding, the Corporation will give notice to the Optionholder of its intention to fix a record date or closing date, as the case may be, for any event referred to in Sections 4.2, 4.3 or 4.4 (other than a subdivision, redivision, change in number, reduction, combination or consolidation of its Common Shares) that gives rise or is reasonably expected to give rise to an adjustment pursuant to this Article 4, or its intention to take any action described in Section 4.5. The notice shall specify the particulars of such event and the record date and/or the effective date therefor; *provided, however*, that the Corporation shall only be required to specify in such notice the particulars that have been fixed and determined on the date on which the notice is given. The notice shall be given in each case not less than fourteen (14) days prior to the applicable record date, closing date or effective date.

(b) The Corporation will, within a reasonable time after the occurrence of any event that requires an adjustment pursuant to this Article 4, give notice to the Optionholder specifying the nature of the event and the required adjustment; provided, however, that if the Corporation has given notice under paragraph (a) above and that notice discloses the relevant facts in respect of such event, no notice is required to be given under this paragraph (b).

(c) Notwithstanding paragraphs (a) and (b) above, any failure or delay by the Corporation in giving the notice contemplated thereunder shall in no way impair, compromise or invalidate the effectiveness of the event or adjustment.

4.11 Determination of Adjustments

Any determinations shall be made by the auditors of the Corporation or, if the auditors of the Corporation are unable or unwilling to make the determination, by any other firm of Chartered Accountants in Ontario that the Corporation may select and is qualified under applicable laws to audit the financial records of public companies in Canada. Adjustments required under this Article 4 shall be conclusive, and such firm shall have access to all appropriate records. Any such determination made by the auditors of the Corporation or, if applicable, the other firm of Chartered Accountants shall be binding on the Corporation and the Optionholder.

ARTICLE 5
AMENDMENTS

5.1 Amendments Generally

Subject to Section 5.2, the terms of the Agent's Option represented by the Agent's Option Certificate may be amended, and the observance of any term thereof may be waived, only by a written instrument signed by the Corporation and the Optionholder. Any such amendment shall be subject to receipt by the Corporation of all required approvals (if any) from any stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities.

5.2 Reduction in Exercise Price; Extension of Expiry Time

Subject to applicable securities legislation and receipt by the Corporation of all required approvals (if any) from any stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities, the Corporation may, at its option, at any time during the term of the Agent's Option, reduce the then current Exercise Price to any amount or extend the Expiry Time to such time as the board of the directors of the Corporation may consider appropriate.

ARTICLE 6
NOTICES

6.1 Notice to Corporation

Any notice to the Corporation under the provisions of this Agent's Option Certificate shall be valid and effective if personally delivered or given by telecopier or prepaid mail, addressed to the Corporation at Suite 531, 100 College Street, Toronto, ON M5H 2B1Attention: Chief Executive Officer, and shall be deemed to have been effectively given on the day following the date of delivery or the date of telecopy (provided it is so received before 4:30 pm EST on a Business Day, failing which it will be deemed to have been effectively given on the next following Business Day), or if mailed, seven (7) Business Days after actual posting of the notice. The Corporation may from time to time give the Optionholder written notice of a change of address, which new address shall thereafter, until changed by another notice, be the address of the Corporation for all purposes of this Agent's Option Certificate.

6.2 Notice to Optionholder

Any notice to the Optionholder under the provisions of this Agent's Option Certificate shall be valid and effective if personally delivered or given by telecopier or prepaid mail, addressed to the Optionholder at the address appearing in the securities register of the Corporation, and shall be deemed to have been effectively given on the day following the date of delivery or the date of telecopy (provided it is so received before 4:30 pm EST on a Business Day, failing which it will be deemed to have been effectively given on the next following Business Day), or if mailed, seven (7) Business Days after actual posting of the notice.