

AGENCY AGREEMENT – COMMON SHARE OFFERING

December 23, 2021

Aphelion Capital Corp.

c/o MLT Aikins LLP
2600 – 1066 West Hastings Street
Vancouver, BC, V6E 3X1

Attention: Mr. Seth Kay, CEO and Corporate Secretary

Edge Technologies, Inc.

1501 Lee Hwy, Suite 301
Arlington, VA, United States
22209

Attention: Mr. James Barret, CEO

Dear Sirs:

Canaccord Genuity Corp. ("**Canaccord Genuity**" or the "**Agent**") understands that Aphelion Capital Corp. (the "**Corporation**") proposes to raise funds through the issue and sale of a minimum of 6,935,483 and a maximum of 9,677,419 post Share Split (as defined herein) common shares in the capital of the Corporation (the "**Offered Shares**") at a price of \$0.62 per Offered Share (the "**Offering Price**") to qualifying subscribers (the "**Subscribers**") in the Selling Jurisdictions (as hereinafter defined) pursuant to exemptions from the prospectus requirements under Applicable Legislation (as hereinafter defined).

Subject to the terms and conditions hereof, the Agent hereby agrees to act as, and the Corporation, by its acceptance hereof, agrees to appoint the Agent as, the sole and exclusive agent of the Corporation to offer the Offered Shares, on a private placement basis, to Subscribers in the Selling Jurisdictions.

The Offered Shares may also be offered and sold in the United States or to, or for the account or benefit of, persons in the United States who are U.S. Accredited Investors (as defined below), and to Qualified Institutional Buyers (as defined below); provided, however, that offers and sales of the Offered Shares in the United States or to, or for the account or benefit of, persons in the United States, shall be made only by the Agent (or its US Affiliate) in the manner contemplated by this Agreement (including, for the avoidance of doubt, Schedule "A" hereto, which forms part of this Agreement).

The Agent agrees to use its best efforts to secure subscriptions for the Offered Shares, provided that the Agent shall not be under any obligation to purchase any of the Offered Shares as principal, although the Agent may subscribe for Offered Shares if it so desires.

The Agent understands that the Offering (as defined herein) is part of a larger transaction to be effected by the Corporation and Edge Technologies, Inc. ("**Edge**"). Canaccord Genuity further understands that the Corporation, a capital pool company, listed on the Exchange (as defined herein) has entered into a binding merger agreement (the "**Merger Agreement**"), as amended, dated effective March 3, 2021, with Edge, Electric Acquisition Corp., a wholly owned US subsidiary of the Corporation ("**US Subco**"), 1289571 B.C. Ltd., a wholly owned BC subsidiary of the Corporation ("**AcquisitionCo**"), and Aphelion Fundco Inc. ("**Fundco**"), and pursuant

thereto, Edge and US Subco will complete a three-cornered amalgamation (or merger) in accordance with § 13.1 716, § 13.1 720 and § 13.1 721 of the Virginia Stock Corporation Act and the laws of Virginia concurrently with a three-cornered amalgamation of Fundco and AcquisitionCo pursuant to the laws of British Columbia. These transaction steps, together, will result in the reverse-takeover of the Corporation by Edge and constitute the “qualifying transaction” of the Corporation (as defined in Policy 2.4 – *Capital Pool Companies* of the Exchange). The offering of the Offered Shares hereunder is being completed in connection with the Qualifying Transaction (as defined herein). The parties acknowledge that Fundco will be completing the Concurrent Fundco Offering (as defined herein) and the Merger Agreement requires that aggregate minimum gross proceeds of \$5,300,000 is raised between the Offering (as defined herein) and the Concurrent Fundco Offering.

The additional terms and conditions of this agency agreement (the “**Agreement**”) are set forth below. All references to “\$” in this Agreement mean Canadian dollars.

1. DEFINITIONS

In this Agreement:

- (a) “**Agent’s Expenses**” has the meaning set forth in section 13;
- (b) “**Agent’s Fee**” means the fee which is set out in section 4 of this Agreement and which is payable by the Corporation to the Agent in consideration of the services performed by the Agent under this Agreement;
- (c) “**Agent’s Warrants**” means the non-transferable share purchase warrants of the Corporation which will be issued on the Closing Date;
- (d) “**Agent’s Warrant Shares**” means the subordinate voting shares without par value in the capital of the Corporation issuable on due exercise of the Agent’s Warrants;
- (e) “**Amalgamations**” means the Fundco Amalgamation and the Edge Amalgamation;
- (f) “**Applicable Legislation**” means the securities legislation in the Canadian Selling Jurisdictions and the United States, together with all the regulations and rules made and promulgated thereunder and all administrative policy statements, instruments, blanket orders and rulings, notices and administrative directions issued by the Commissions and the SEC;
- (g) “**Business Day**” means any day other than a Saturday, Sunday or a day that chartered banks in the City of Vancouver are not generally open for business;
- (h) “**Capital Alteration**” means: (i) the creation of preferred multiple voting shares in the authorized capital of the Corporation; and (ii) the re-designation of common shares of the Corporation into subordinate voting shares without par value in the capital of the Corporation;
- (i) “**Closing**” means the completion of the issue and sale by the Corporation and the purchase by the Subscribers of the Offered Shares pursuant to the Subscription Agreements completed by the Subscribers;

- (j) **"Closing Date"** means the date on which the Closing takes place as may be agreed to between the Corporation, Edge and the Agent;
- (k) **"Closing Time"** means 7:30 am (Vancouver Time) on the Closing Date or such other time as the Corporation and the Agent may agree;
- (l) **"Commissions"** means the securities commission or equivalent regulatory authority in the Selling Jurisdictions in Canada;
- (m) **"Concurrent Fundco Offering"** means the offering by Fundco of subscription receipts pursuant to the Subscription Receipt Agency Agreement;
- (n) **"Corporate Presentation"** means the corporate presentation dated November 2021 prepared by Edge and the Corporation and provided to the Agent describing Edge and its business and affairs;
- (o) **"Disclosure Record"** means the Corporation's annual reports, financial statements, annual information forms, information circulars, material change reports, technical reports, press releases, the Filing Statement and all documents filed and information filed by the Corporation under Canadian Applicable Legislation and filed from time to time on SEDAR;
- (p) **"Due Diligence Session"** has the meaning set forth in section 3.1;
- (q) **"Edge Amalgamation"** means the amalgamation of Edge and US Subco pursuant to the terms and conditions of the Merger Agreement;
- (r) **"Exchange"** means the TSX Venture Exchange Inc.;
- (s) **"Exchange Policies"** means the rules and policies of the Exchange;
- (t) **"Filing Statement"** means the filing statement of the Corporation together with all appendices thereto, and filed with the Exchange and on SEDAR in connection with the Qualifying Transaction;
- (u) **"Fundco Amalgamation"** means the amalgamation of Fundco and AcquisitionCo pursuant to the terms and conditions of the Merger Agreement;
- (v) **"IFRS"** has the meaning set forth in paragraph 12.1(n);
- (w) **"Intellectual Property"** has the meaning set forth in paragraph 12.1(dd);
- (x) **"Material Change"** has the meaning defined in the Canadian Applicable Legislation;
- (y) **"Material Fact"** has the meaning defined in the Canadian Applicable Legislation;
- (z) **"Name Change"** means the change of the name of the Corporation to "Edge Total Intelligence Inc." or such other name as the Edge and the Corporation may determine and as is acceptable to the Exchange;
- (aa) **"Offering"** means the offering of the Offered Shares as described in this Agreement;

- (bb) **"Offering Price"** means \$0.62 per Offered Share;
- (cc) **"President's List"** means the list of potential subscribers to the Offering provided by the Corporation and Edge to the Agent and as agreed to by the Corporation and the Agent;
- (dd) **"Qualified Institutional Buyer"** means a "Qualified Institutional Buyer" as such term is defined in Rule 144A(a)(1) under the U.S. Securities Act;
- (ee) **"Qualifying Transaction"** means the business combination between the Corporation and Edge as contemplated by the Merger Agreement which transactions constitute a "Qualifying Transaction" as defined in Policy 2.4 of the Exchange Policies, together with receipt by the Corporation of all regulatory approvals;
- (ff) **"Regulation D"** means Regulation D adopted by the SEC under the U.S. Securities Act;
- (gg) **"Regulation S"** means Regulation S adopted by the SEC under the U.S. Securities Act;
- (hh) **"Regulatory Authorities"** means the Commissions and the Exchange;
- (ii) **"SEC"** means the United States Securities and Exchange Commission;
- (jj) **"Securities"** means the Offered Shares, the Agent's Warrants and the Agent's Warrant Shares;
- (kk) **"SEDAR"** means the System for Electronic Document Analysis and Retrieval at www.sedar.com;
- (ll) **"Selling Jurisdictions"** means each of the provinces of Canada, other than Québec, as may be agreed to by the Corporation and the Agent, in the United States and in certain "offshore" jurisdictions outside Canada and the United States as may be agreed to by the Corporation and the Agent;
- (mm) **"Share Split"** means the split of Corporation's common shares on the basis of two post-split common shares for each one pre-split common share of the Corporation to be completed prior to the completion of the Offering;
- (nn) **"Subscribers"** means the purchasers of Offered Shares;
- (oo) **"Subscription Agreement"** means the subscription agreement to be entered into between the Corporation, Edge and Subscribers of the Offered Shares pursuant to the Offering in the form consented to by the Corporation, Edge and the Agent, as may be amended from time to time;
- (pp) **"Subscription Receipt Agency Agreement"** has the meaning set forth in section 2.3;
- (qq) **"U.S." or "United States"** means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

- (rr) **“U.S. Accredited Investor”** means “Accredited Investor” as such term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act;
- (ss) **“US Affiliate”** means the U.S. registered broker-dealer affiliate of the Agent participating in the offer and sale of the Offered Shares; and
- (tt) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

2. OFFERING OF THE OFFERED SHARES

2.1 The Offered Shares will be duly and validly created and issued pursuant to the terms of the Subscription Agreement and will bear a legend or legends in accordance with the Applicable Legislation.

2.2 The Corporation and Edge covenant that the Corporation, Edge, US Subco, AcquisitionCo and Fundco will effect the Qualifying Transaction concurrently with the Closing of the Offering or immediately thereafter.

2.3 Each of the Corporation and Edge acknowledge and agree that its obligations under this Agreement are in addition to its obligations set out in the agency agreement dated December 16, 2021, among the Corporation, Edge, Fundco and the Agent governing the Concurrent Fundco Offering (the **“Subscription Receipt Agency Agreement”**).

3. DUE DILIGENCE REVIEW

3.1 The Corporation and Edge shall allow the Agent the opportunity to conduct required due diligence and to obtain, acting reasonably, satisfactory results therefrom and in particular, the Corporation and Edge shall allow the Agent and its counsel to conduct all due diligence which the Agent may reasonably require to satisfy its obligations as registrants and in order for the Agent to provide the Exchange with: (i) a confirmation pursuant to Exchange Policy 2.2, section 3.4(a)(ii)(B)(II); and (ii) a written confirmation from the Agent that it is aware of all rights and restrictions attaching to the preferred multiple voting shares in the authorized capital of the Corporation created under the Capital Alteration, in each case, if so required by the Exchange and, in this regard, without limiting the scope of the due diligence inquiries the Agent may conduct, each of the Corporation and Edge shall make available its senior management, directors and legal counsel and its auditors to answer any questions which the Agent may have and to participate in one or more due diligence sessions to be held prior to the Closing Date (all of such sessions referred to as the **“Due Diligence Session”**).

4. AGENT’S FEES

4.1 In consideration for its services in connection with the Offering, the Corporation agrees to pay the Agent on the Closing Date, a cash fee equal to an aggregate of:

- (a) 7.0% of the gross proceeds of the Offering from subscriptions from Subscribers not listed on the President’s List;
- (b) 3.5% of the gross proceeds of the Offering from subscriptions from Subscribers listed on the President’s List who are not existing shareholders of Edge; and

- (c) 0.5% of the gross proceeds of the Offering from subscriptions from Subscribers who are existing shareholders of Edge,

(collectively, the “**Agent’s Cash Commission**”).

4.2 In addition to the Agent’s Cash Commission, the Corporation also agrees to issue and deliver to the Agent on the Closing Date certificates representing that number of Agent’s Warrants, being equal to an aggregate of:

- (a) 7.0% of the Offered Shares sold under the Offering from subscriptions from Subscribers not listed on the President’s List;
- (b) 3.5% of the Offered Shares sold under the Offering from subscriptions from Subscribers listed on the President’s List who are not existing shareholders of Edge; and
- (c) 0.5% of the Offered Shares sold under the Offering from subscription from Subscribers who are existing shareholders of Edge.

4.3 Each Agent’s Warrants will be exercisable from the first Business Day following the completion of each of the Share Split, Capital Alteration, Amalgamations and Name Change until the date that is 24 months from the Closing Date to acquire one Agent’s Warrant Share at the exercise price of \$0.62 per Agent’s Warrant Share.

4.4 The Corporation covenants that the certificates representing the Agent’s Warrants will, among other things, include provisions for the appropriate adjustment in the class, number and price of the Agent’s Warrant Shares issued upon exercise of the Agent’s Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the common shares and the payment of stock dividends.

4.5 For greater certainty, the services provided by the Agent in connection herewith will not be subject to the Goods and Services Tax or Harmonized Sales Tax (“**GST**”) provided for in the Excise Tax Act (Canada) and taxable supplies provided will be incidental to the exempt financial services provided. However, in the event that the Canada Revenue Agency determines that GST provided for in the Excise Tax Act (Canada) is exigible on the Agent’s Fee, the Corporation agrees to pay the amount of GST forthwith upon the request of the Agent.

5. OFFERING RESTRICTIONS

5.1 The Agent will only sell the Offered Shares to persons who represent themselves as being:

- (a) persons purchasing as principal; and
- (b) qualified to purchase the Offered Shares under exemptions from the prospectus requirements under Canadian Applicable Legislation.

5.2 The Offered Shares may be offered by the Agent through its U.S. Affiliate and sold by the Corporation in the United States or to, or for the account or benefit of, persons in the United States only in a private placement transaction in accordance with United States securities laws and the provisions of Schedule “A” to this Agreement. The Agent and the Corporation acknowledge that Schedule “A” forms part of this Agreement.

5.3 Except as provided in Schedule "A" hereto in relation to offers and sales of the Offered Shares in the United States and to, or for the account or benefit of, persons in the United States, the Agent agrees that at the time any buy order for the Offered Shares is placed by clients of the Agent, the buyer will be outside the United States and not purchasing for the account or benefit of a person in the United States, or the Agent and all persons acting on its behalf will reasonably believe that the buyer is outside the United States, and neither the Agent nor any person acting on its behalf will have knowledge that such transaction has been pre-arranged with a buyer in the United States.

6. SUBSCRIPTIONS

The Agent will obtain from each Subscriber introduced by the Agent, and deliver to the Corporation, on or before the Closing duly completed and signed Subscription Agreements in respect of the Offered Shares.

7. FILINGS WITH THE REGULATORY AUTHORITIES

7.1 The Corporation represents that it has received conditional acceptance from the Exchange in connection with the Qualifying Transaction and conditional acceptance of the Exchange in connection with the Offering hereunder.

7.2 Except as otherwise noted, within 10 days of Closing of the Offering, the Corporation will:

- (a) file with the Commissions the reports of exempt distribution required to be filed by the Canadian Applicable Legislation in connection with the Offering, in the required form;
- (b) file the Corporate Presentation with the applicable Commissions, if and as required by Canadian Applicable Legislation;
- (c) file with the SEC (within 15 days of Closing of the Offering) a Form D as required under Regulation D of the U.S. Securities Act and applicable state notice filings; and
- (d) provide the Agent's solicitor with confirmations of the filings.

8. CONDITIONS OF CLOSING

8.1 The obligations of the Agent hereunder shall be conditional upon receiving at the Closing Time:

- (a) a legal opinion of the Corporation's counsel (and local counsel with respect to those matters governed by the laws of jurisdictions other than the jurisdictions in which it is qualified to practice), which counsel may rely as to matters of fact, on certificates of the officers of the Corporation, public and stock exchange officials and other documentation standard for legal opinions in transactions of a similar nature (addressed to the Agent, its counsel and the Subscribers), in form and substance satisfactory to the Agent and its counsel, acting reasonably, with respect to such matters as the Agent may reasonably request relating to the Merger Agreement, the Offering, the issuance and sale of the Offered Shares and the issuance of the Agent's Warrants, including, without limitation, the legal matters

relating to the Corporation and the transactions contemplated hereby, including compliance with Canadian Applicable Legislation as the Agent and its counsel may reasonably request;

- (b) a legal opinion of the Corporation's counsel (addressed to the Agent, its counsel and the Subscribers), in form and substance satisfactory to the Agent and its counsel, acting reasonably, with respect to the Offered Shares being qualified investments for registered plans (RRSPs, RRIFs, RESPs, DPSPs, RDSPs and TFSAs) under the *Income Tax Act* (Canada);
- (c) a legal opinion of Edge's counsel (addressed to the Agent, its counsel, the Corporation, their counsel and the Subscribers) in form and substance satisfactory to the Agent and its counsel with respect to Edge, the Merger Agreement, the Edge Amalgamation and as to such other legal matters as the Agent or Agent's counsel may reasonably request;
- (d) a legal opinion of the Corporation's United States counsel, addressed to the Agent and the Subscribers, in form and substance reasonably satisfactory to the Agent, that the offer and sale of Offered Shares to, or for the account or benefit of, persons in the United States, in the manner contemplated by this Agreement (including Schedule "A" hereto), does not require registration under the U.S. Securities Act;
- (e) a certificate of the Corporation dated the Closing Date, addressed to the Agent and its counsel and signed on the Corporation's behalf by at least two senior officers of the Corporation, acceptable to the Agent, acting reasonably, certifying that:
 - (i) the Corporation has complied with and satisfied in all material respects all covenants, terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;
 - (ii) the representations and warranties of the Corporation set forth in this Agreement are true and correct in all material respects at the Closing Time, as if made at such time, except where any representation or warranty speaks of a specific date, in which case such representation or warranty is true and correct as of that date;
 - (iii) the Share Split has been completed and the Corporation has irrevocably instructed its counsel that, upon completion of the Closing, to complete the Qualifying Transaction including the Capital Alteration, Amalgamations and Name Change;
 - (iv) no event of the nature referred to in paragraphs 11.1(a), 11.1(e), or 11.1(f) in relation to the Corporation has occurred or to the knowledge of such officers is pending, contemplated or threatened;
 - (v) the notice of articles and articles of the Corporation delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof; and
 - (vi) the minutes, resolutions or other records of various proceedings and actions of the Corporation's Board of Directors relating to the Offering and

the Qualifying Transaction and delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof;

- (f) a certificate of Edge dated the Closing Date, addressed to the Agent and its counsel and signed on Edge's behalf by at least two senior officers of Edge, acceptable to the Agent, acting reasonably, certifying that:
 - (i) Edge has complied with and satisfied in all material respects all covenants, terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;
 - (ii) the representations and warranties of Edge set forth in this Agreement are true and correct in all material respects at the Closing Time, as if made at such time, except where any representation or warranty speaks of a specific date, in which case such representation or warranty is true and correct as of that date;
 - (iii) the Corporation has irrevocably instructed its counsel that, upon completion of the Closing, to complete the Qualifying Transaction including the Edge Amalgamation;
 - (iv) no event of the nature referred to in subparagraphs 11.1(a), 11.1(e), or 11.1(f), in relation to Edge has occurred or to the knowledge of such officers is pending, contemplated or threatened;
 - (v) the constating documents of Edge delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof; and
 - (vi) the minutes, resolutions or other records of various proceedings and actions of Edge's Board of Directors relating to the Offering and the Edge Amalgamation and delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof;
- (g) an incumbency certificate for each of the Corporation and Edge dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation or Edge, as applicable, signing this Agreement or any document delivered hereunder;
- (h) certificates of good standing (or equivalent documents) for each of the Corporation, Edge, AcquisitionCo and US Subco dated not more than two Business Days prior to the Closing Date;
- (i) certificates or lists, issued under the Canadian Applicable Legislation of the provinces where Corporation is a "Reporting Issuer" stating or evidencing that the Corporation is not in default under the Canadian Applicable Legislation of that province;
- (j) a certificate from the Corporation's registrar and transfer agent dated the Closing Date as to the number of Corporation's post-Split common shares issued and outstanding as at the Business Day prior to the Closing Date;

- (k) evidence satisfactory to the Agent that all necessary approvals have been obtained for the listing of the Offered Shares and the Agent's Warrant Shares on the Exchange, subject only to the filing of required documents; and
- (l) such other documents and certificates as the Agent may request, acting reasonably.

8.2 The obligations of the Agent hereunder shall be conditional upon:

- (a) the Agent having completed due diligence with respect to the Qualifying Transaction, including the business, management and properties of the Corporation and Edge, to the satisfaction of the Agent, acting reasonably;
- (b) receipt of all required regulatory approvals for or acceptance of the Offering;
- (c) the Capital Alteration and Share Split is approved by the Corporation's shareholders on terms acceptable to the Agent;
- (d) the special rights and restrictions to the subordinate voting shares and the preferred multiple voting shares in the Corporation are acceptable to the Agent; and
- (e) the removal or partial revocation of any cease trading order or trading suspension made by any competent authority to the extent necessary to complete the Offering.

9. CLOSING

9.1 The Closing shall be completed at the Closing Time at the offices of the Corporation's counsel in Vancouver, British Columbia or at such other place as the Corporation, Edge and the Agent may agree. The Agent, on the Closing Date, shall deliver to the Corporation, by wire transfer or certified cheque, the gross proceeds from the sale of the Offered Shares, less the Agent's Cash Commission and the Agent's Expenses, against delivery by the Corporation of:

- (a) the opinions, certificates and documents referred to in section 8.1;
- (b) definitive certificates or evidence of book-entry registration, as requested by the Agent, representing, in the aggregate, all of the Offered Shares registered in the name of CDS & Co. or in such name or names as the Agent shall notify the Corporation in writing not less than 48 hours prior to the Closing Time; and
- (c) definitive certificates representing the Agent's Warrants in such name or names as the Agent may reasonably request.

10. MATERIAL CHANGES

The Corporation and Edge agree that if before the Closing Time, a Material Change, or a change in a Material Fact, occurs in relation to either the Corporation or Edge, the Corporation or Edge will:

- (a) as soon as practicable notify the Agent in writing, setting forth the particulars of such change;

- (b) if required by Canadian Applicable Legislation, as soon as practicable, issue and file with the Regulatory Authorities a press release that is authorized by a senior officer disclosing the nature and substance of the change;
- (c) if required by Canadian Applicable Legislation, as soon as practicable file with the Commissions the report required by the applicable securities legislation and in any event no later than 10 days after the date on which the change occurs;
- (d) if required by the Exchange, as soon as practicable file with the Exchange an amendment to the Filing Statement; and
- (e) provide copies of that press release, when issued, and that report, when filed, to the Agent and its solicitor.

11. TERMINATION

11.1 In addition to any other remedies which may be available to the Agent, the Agent shall be entitled, at its option, to terminate and cancel, without any liability on such Agent's part, the Agent's obligations under this Agreement by written notice to the Corporation and Edge, if, prior to the Closing Time:

- (a) an adverse Material Change, or an adverse change in a Material Fact relating to any of the Securities, occurs or is announced by the Corporation or Edge;
- (b) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent seriously adversely affects or will seriously adversely affect the financial markets, or the business of the Corporation or Edge or the ability of the Agent to perform its obligations under this Agreement, or a Subscriber's decision to purchase Offered Shares;
- (c) following a consideration of the history, business, products, property or affairs of the Corporation or Edge and their principals and promoters, or of the state of the financial markets in general, or the state of the market for the Corporation's securities in particular, the Agent determines in its sole discretion, that it is not in the interest of the Subscribers to complete the purchase and sale of the Offered Shares;
- (d) the Offered Shares cannot, in the opinion of the Agent be profitably or successfully marketed due to the state of the financial markets, or the market for the Offered Shares in particular;
- (e) any inquiry, investigation (whether formal or informal) or other proceeding in relation to any of the Corporation or Edge or any of their directors or senior officers is announced, commenced or threatened by any Commission or similar regulatory authority or any other competent authority or any order is issued under or pursuant to any statute of Canada or of any of the provinces of Canada, or any other applicable law or regulatory authority, or there is any change of law, regulation or policy or the interpretation or administration thereof, which, in the reasonable opinion of the Agent, operates to materially prevent or restrict the marketability of or trading in the securities of the Corporation or the distribution of the Offered Shares and which has not been rescinded, revoked or withdrawn;

- (f) any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in the securities of any of the Corporation or Edge is made by a competent regulatory authority and that order is still in effect;
- (g) any of the Corporation or Edge is in breach of any material term of this Agreement; or
- (h) the Agent determine that any material representation or warranty made by any of the Corporation or Edge in this Agreement is false or has become false.

11.2 All representations, warranties, covenants, terms and conditions of this Agreement shall be construed as conditions, and any material breach or failure to comply with any such representation, warranty, covenant, term or condition shall entitle the Agent to terminate its obligation to distribute the Offered Shares by written notice to that effect given to the Corporation and Edge, prior to the Closing Date. The Agent may waive in whole or in part any breach of, default under or non-compliance by the Corporation or Edge with, any representation, warranty, covenant, term or condition hereof, or extend the time for compliance therewith, without prejudice to any of its rights in respect of any other representation, warranty, covenant, term or condition hereof, or any other breach of, default under or non-compliance with any other representation, warranty, covenant, term or condition hereof, provided that any such material waiver or extension shall be binding on the Agent only if it is in writing and signed by the Agent.

12. WARRANTIES, REPRESENTATIONS AND COVENANTS

12.1 Edge warrants and represents to and covenants with the Agent that:

- (a) Edge is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated;
- (b) Edge does not have any material subsidiaries;
- (c) Edge is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction, except where the failure to be so registered or licenced would not constitute an adverse Material Change or an adverse Material Fact, and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (d) each of this Agreement and the Merger Agreement constitutes or will constitute, as applicable, a legal and binding obligation of Edge and is or will be enforceable against Edge in accordance with its terms, subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable law;
- (e) Edge has full corporate power and authority to carry on its business as now carried on by it and Edge has full corporate power and authority to undertake the Qualifying Transaction and each of this Agreement and the Merger Agreement has been duly authorized by all necessary corporate action on the part of Edge;

- (f) Edge's minute books or records contain all records of the meetings and proceedings of its directors, shareholders, and other committees, if any, since inception and are complete and accurate in material respects;
- (g) as of the date hereof, prior to giving effect to the Offering, the authorized capital of Edge consists of 75,000,000 voting common shares without par value of which 66,500,000 are issued and outstanding and each outstanding common share is duly issued as fully paid and non-assessable and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued common shares or any other security convertible into or exchangeable for any such shares, or to require Edge to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital other than as disclosed in the Filing Statement;
- (h) the Filing Statement contains full, true and plain disclosure of all Material Facts in relation to Edge, its business and its securities, contains no misrepresentations (as such term is defined in the Canadian Applicable Legislation), is accurate in all material respects and omits no fact, the omission of which will make such representations misleading or incorrect;
- (i) the Corporate Presentation does not contain any misrepresentations (as such term is defined in the Canadian Applicable Legislation) and contains information that is accurate and not misleading;
- (j) the forward-looking information contained in the Filing Statement and Corporate Presentation is based on or derived from sources which the Corporation believes to be reliable and accurate and represent the reasonable estimates and good faith judgments of management of Edge;
- (k) all forecasts, budgets or projections provided by or on behalf of Edge to the Agent were prepared in good faith, disclosed all relevant material assumptions and contain reasonable estimates of the prospects of Edge's business;
- (l) without limiting the generality of any of the other representations hereunder, the stage of development of Edge's principal products will be accurately disclosed in the Filing Statement, in all material respects;
- (m) except as qualified by the Filing Statement, Edge is the legal and beneficial owner of the properties, business and assets or the interests in the properties, business or assets as referred to in the Filing Statement, all agreements by which Edge holds an interest in a property, business or assets are in good standing according to their terms and there are no mortgages, liens, charges, encumbrances or any other interests in or on such properties or assets other than as disclosed in the Filing Statement;
- (n) the financial statements supplied by Edge to the Agent, as of the date hereof, and to be filed with the Exchange in connection with the Qualifying Transaction have been prepared in accordance with International Financial Reporting Standards ("IFRS"), present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of Edge as of the date thereof, and there have been no material adverse changes in the financial

position of Edge since the date thereof and the business of Edge has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

- (o) the auditors of Edge who have been retained to audit the financial statements of Edge for the most recent financial year-end and who will provide their audit report thereon are independent public accountants as required under Canadian Applicable Legislation and there has never been a reportable event (within the meaning of National Instrument 51-102) with the auditors of Edge;
- (p) Edge has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Applicable Legislation in relation to the issue and trading of its securities and in all matters relating to the Offering;
- (q) Edge is in material compliance with all applicable laws, regulations and statutes (including but not limited to all privacy, data protection and cybersecurity laws and regulations) in the jurisdictions in which it carries on business and which may materially affect Edge, and Edge has not received a notice of non-compliance, nor knows of, any threatened notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change to any applicable law or regulation or governmental position that would materially adversely affect the business of Edge or the business or legal environment under which Edge operates;
- (r) Edge holds all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, Edge has not received a written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits;
- (s) Edge has not ever been in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licenses, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters;
- (t) all material employment or consulting services agreements to which Edge is a party and all termination, severance, change of control, bonus or retention agreements, plans or policies of Edge have been accurately disclosed in the Filing Statement;
- (u) there is not any Material Change or change in any Material Fact relating to Edge which has not been disclosed to the Agent and, if required by Applicable Legislation, to the public;
- (v) other than as disclosed in the Filing Statement, Edge or to the best of Edge's knowledge, any other person, is not in material default in the observance of performance of any terms, covenant, obligation to be performed by Edge or such other person under any instrument, document, agreement, or arrangement

(including memorandums of understanding or joint venture agreements) to which Edge is a party or otherwise bound and all such instruments, contracts, agreements, or arrangements (including memorandums of understanding or joint venture agreements) are in good standing and no event has occurred which with notice or lapse of time or both would constitute such a default by Edge or, to the best of Edge's knowledge, any other party except where any such default would not result in an adverse Material Change or constitute an adverse Material Fact in respect of Edge;

- (w) the entering into of this Agreement and the Merger Agreement and the completion of each of the transactions contemplated thereunder does not and will not conflict with, and does not and will not result in a breach of, or constitute a default under (A) any statute, rule or regulation applicable to Edge including, without limitation, the Applicable Legislation; (B) the constating documents, articles or resolutions of Edge which are in effect at the date hereof; (C) any agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which Edge is a party or by which it is bound, including any shareholders agreements; or (D) any judgment, decree or order binding Edge or the property or assets of Edge;
- (x) except as disclosed in the Filing Statement, Edge is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of Edge's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
- (y) there are no judgments against Edge which are unsatisfied, nor are there any consent decrees or injunctions to which Edge is subject;
- (z) Edge has filed all federal, state, local and foreign tax returns which are required to be filed by it, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any other similar amounts due and payable to any governmental authority, to the extent that any of the foregoing is due and payable, other than non-material amounts or those being contested in good faith and for which adequate reserves have been provided;
- (aa) Edge has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of Edge except for taxes not yet due, and there are no audits of any of the tax returns of Edge which are known by Edge's management to be pending, and there are no claims which have been or, to the knowledge of Edge's management, may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of Edge;
- (bb) except as disclosed in the Filing Statement, there has been no material effect on the business and operations of the Edge as a result of the COVID-19 pandemic;
- (cc) Edge's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Edge as

currently conducted free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptions. Edge has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data) used in connection with its business, and there have been no breaches, violations, outages or unauthorized uses or disclosures of or accesses to same;

- (dd) Edge owns or has all proprietary rights provided in law and at equity to all patents, trademarks, service marks, logos, slogans, whether in word mark or stylized or design format, copyrights, industrial designs, software, trade secrets, industrial designs, invention, technical data and information, know how, concepts, information and other intellectual and industrial property, whether registered or unregistered, and all rights and claims related thereto (collectively, "**Intellectual Property**") necessary to permit Edge to conduct its business as currently conducted. Edge has not received any notice nor is Edge aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid or inadequate to protect the interests of Edge therein;
- (ee) Edge has taken all reasonable steps to protect its Intellectual Property in those jurisdictions where, in the reasonable opinion of Edge, carries on a sufficient business to justify such filings;
- (ff) there are no material restrictions on the ability of Edge to use and explore all rights in the Intellectual Property required in the ordinary course of the business of Edge. None of the rights of Edge in the Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement;
- (gg) Edge has not received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Intellectual Property or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor to the knowledge of Edge, is there a reasonable basis for any claim that any person other than Edge has any claim of legal or beneficial ownership or other claim or interest in any Intellectual Property;
- (hh) all registrations of Intellectual Property are in good standing and are recorded in the name of Edge in the appropriate offices to preserve the rights thereto. All such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of Intellectual Property has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment cancellation, expungement or lapse relates to Intellectual Property that is not material for the ordinary course of business of Edge;
- (ii) any and all of the material agreements and other material documents and instruments pursuant to which Edge holds property and assets (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, Edge is not in default of any of

the material provisions of any such agreements, documents or instruments nor has any such default been alleged and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all material leases, licences and other agreements pursuant to which Edge derives the interests thereof in such property and assets are in good standing and there has been no material default under any such lease, licence or agreement. None of the properties (or any interest in, or right to earn an interest in, any property) of Edge is subject to any right of first refusal or purchase or acquisition right;

- (jj) Edge is not in default of any of the provisions of the agreements listed under the heading "Material Contracts" in the Filing Statement nor has any such default been alleged;
- (kk) Edge is not aware of others having infringed or misappropriated any Intellectual Property rights of the Issuer and has not sent any notices to any others that the activities of such others infringe or misappropriate the Intellectual Property rights of Edge;
- (ll) other than as disclosed in the Filing Statement, Edge does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Income Tax Act* (Canada));
- (mm) to the knowledge of Edge, the statistical, industry and market related data included in the Filing Statement and Corporate Presentation are derived from sources which Edge reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived;
- (nn) the assets of Edge, its business and operations are insured against loss or damage in accordance with reasonably prudent business practices for companies in the comparable businesses as Edge and such coverage is in full force and effect, and Edge is not in default of any obligation under any insurance policies or contracts;
- (oo) the responses provided by Edge during the Due Diligence Sessions are true and correct in all material respects as at the time such responses are given and such responses taken as a whole shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given;
- (pp) Edge has not directly or indirectly:
 - (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction except as otherwise permitted under applicable law; or
 - (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations

promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to Edge and its operations and have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation;

- (qq) the operations of Edge are and have been conducted at all times in compliance with all applicable anti-money laundering laws, regulations, rules and guidelines in its jurisdiction of incorporation and in each other jurisdiction in which such entity, as the case may be, conducts business (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving Edge with respect to any of the Money Laundering Laws is pending or, to the best of Edge’s knowledge, threatened or contemplated; and
- (rr) other than the Agent, no person, firm or corporation acting or purporting to act at the request of Edge is entitled to any brokerage, agency or finder’s fee in connection with the transactions described herein.

12.2 The Corporation warrants and represents to and covenants with the Agent that:

- (a) the Corporation has two wholly owned subsidiaries, AcquisitionCo and US Subco, which have been incorporated solely in connection with facilitating the Qualifying Transaction;
- (b) other than AcquisitionCo and US Subco, the Corporation does not have any subsidiaries;
- (c) each of the Corporation, AcquisitionCo and US Subco is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated;
- (d) each of the Corporation, AcquisitionCo and US Subco is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of those jurisdictions, except where the failure to be so registered or licenced would not constitute an adverse Material Change or an adverse Material Fact in respect of the Corporation, and it is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (e) this Agreement constitutes a legal and binding obligation of the Corporation and is enforceable against the Corporation in accordance with its terms, subject to laws relating to creditors’ rights generally and except as rights to indemnity may be limited by applicable law;
- (f) the Corporation has full corporate power and authority to carry on the business as now carried on by it and this Agreement has been duly authorized by all necessary corporate action on the part of the Corporation;
- (g) all of the material transactions of the Corporation have been properly recorded or filed in its books or records and its minute books or records contain all records of

the meetings and proceedings of its directors, shareholders, and other committees, if any, since inception;

- (h) as of the date hereof, the authorized capital of the Corporation consists of an unlimited number of common shares without par value of which 8,004,000 post Share Split common shares are issued and outstanding as fully paid and non-assessable and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued common shares in the capital of the Corporation or any other security convertible into or exchangeable for any such shares, or to require the Corporation to purchase, redeem or otherwise acquire any of the issued and outstanding common shares in its capital other than as set out in the Filing Statement;
- (i) other than as disclosed in the Filing Statement, no person, firm or corporation acting or purporting to act at the request of the Corporation is entitled to any brokerage, agency or finder's fee in connection with the Qualifying Transaction;
- (j) the Corporation has conducted no business operation of any kind other than those permitted by Exchange policies applicable to a CPC (as defined in Policy 2.4 – *Capital Pool Companies* of the Exchange);
- (k) the Corporation is a "reporting issuer" in the Provinces of British Columbia, Alberta, and Ontario within the meaning of the Canadian Applicable Legislation and is not in default of any of the requirements of the Canadian Applicable Legislation or any of the administrative policies or notices of the Regulatory Authorities except where such default would not constitute an adverse Material Change or an adverse Material Fact in respect of the Corporation;
- (l) the Corporation has and will have filed all documents that are required to be filed under the continuous disclosure provisions of the Canadian Applicable Legislation, including annual and interim financial information and annual reports, press releases disclosing Material Changes and material change reports; the financial statements filed with the Exchange or supplied by the Corporation to the Agent in connection with the Qualifying Transaction have been prepared in accordance with IFRS, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Corporation as of the date thereof, and there have been no adverse Material Changes in the financial position of the Corporation since the date thereof and the business of the Corporation has been carried on in the usual and ordinary course consistent with past practice since the date thereof;
- (m) the Corporation is not in material default of any of the requirements of the Canadian Applicable Legislation or any of the administrative policies or notices of the Regulatory Authorities;
- (n) other than the trading halt imposed in connection with the Qualifying Transaction, no order ceasing, halting or suspending trading in securities of the Corporation nor prohibiting the sale of such securities has been issued to and is outstanding against the Corporation, or its directors, officers or promoters or against any other companies that have common directors, officers or promoters and no

investigations or proceedings for such purposes are pending or, to the knowledge of the Corporation, threatened;

- (o) the Filing Statement contains full, true and plain disclosure of all Material Facts in relation to the Corporation, its business and its securities, contains no misrepresentations (as such term is defined in the Canadian Applicable Legislation), is accurate in all material respects and omits no fact, the omission of which would make such representations misleading or incorrect;
- (p) the Disclosure Record does not contain any misrepresentations (as such term is defined in the Canadian Applicable Legislation) as of the date of the relevant document in the Disclosure Record and all financial, marketing, sales and operational information of the Corporation provided to the Agent does not contain any misrepresentations and contain information that is accurate and not misleading;
- (q) the auditors of the Corporation who audited the financial statements of the Corporation for the most recent financial year-end and who provided their audit report thereon are independent public accountants as required under Canadian Applicable Legislation and there has never been a reportable event (within the meaning of National Instrument 51-102) with the auditors of the Corporation;
- (r) the Corporation has complied and will comply with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Canadian Applicable Legislation in relation to the issue and trading of its securities;
- (s) there is not presently any adverse Material Change or an adverse material change in any Material Fact relating to the Corporation which has not been fully disclosed to the Agent and the public;
- (t) the Corporation is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Corporation's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
- (u) neither the Corporation, nor to the best of the Corporation's knowledge, any other person, is in material default in the observance of performance of any terms, covenant, obligation to be performed by the Corporation or such other person under any instrument, document, agreement, or arrangement (including memorandums of understanding or joint venture agreements) to which the Corporation is a party or otherwise bound and all such instruments, contracts, agreements, or arrangements (including memorandums of understanding or joint venture agreements) are in good standing and no event has occurred which with notice or lapse of time or both would constitute such a default by the Corporation or, to the best of the Corporation's knowledge, any other party, except to the extent that any such default would not constitute an adverse Material Change or an adverse Material Fact in respect of the Corporation;
- (v) the entering into of this Agreement, the Merger Agreement and the Subscription Receipt Agreement by the Corporation does not and will not conflict with, and does not and will not result in a breach of, or constitute a default under (A) any statute,

rule or regulation applicable to the Corporation including, without limitation, the Canadian Applicable Legislation; (B) the constating documents, articles or resolutions of the Corporation which are in effect at the date hereof; (C) any agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which the Corporation is a party or by which it is bound; or (D) any judgment, decree or order binding the Corporation or the property or assets of the Corporation;

- (w) the Corporation is in material compliance with all applicable laws, regulations and statutes (including all environmental laws and regulations) in the jurisdictions in which it carries on business and which may materially affect the Corporation, has not received a notice of non-compliance, nor knows of any threatened notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of the Corporation or the business or legal environment under which the Corporation operates;
- (x) there are no judgments against the Corporation which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation is subject;
- (y) the Corporation has filed all federal, provincial, local and foreign tax returns which are required to be filed by it, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any other similar amounts due and payable to any governmental authority, to the extent that any of the foregoing is due and payable, other than non-material amounts or those being contested in good faith and for which adequate reserves have been provided;
- (z) the Corporation has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Corporation except for taxes not yet due, and there are no audits of any of the tax returns of the Corporation which are known by the Corporation's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Corporation;
- (aa) the Corporation does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the *Income Tax Act* (Canada)); and
- (bb) the responses provided by the Corporation during the Due Diligence Sessions are true and correct in all material respects as at the time such responses are given and such responses taken as a whole shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given.

12.3 The Corporation covenants to use its commercially reasonable efforts not to permit the delisting or suspension of its common shares (or, upon completion of the Capital Alteration, its

subordinate voting shares) on or from the Exchange or on or from any stock exchange, market or trading or quotation facility on which such common shares are listed or quoted and the Corporation shall comply, in all material respects, with the rules and regulations thereof in respect of its listed shares, provided that this covenant shall not be construed as limiting or restricting the Corporation from completing a consolidation, amalgamation, arrangement, takeover bid or merger that would result in the Corporation's listed shares ceasing to be listed and posted for trading on the Exchange (or such other stock exchange or over-the-counter market acceptable to the Corporation) or would result in the Corporation ceasing to be a reporting issuer in those provinces and other Canadian jurisdictions where it is or becomes a reporting issuer, so long as the holders of the Corporation's listed shares receive securities of an entity which is listed on a stock exchange in Canada or the United States or cash, and the holders of the Corporation's listed shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the policies of the Exchange.

12.4 The Agent warrants and represents to the Corporation and Edge that:

- (a) it is a valid and subsisting corporation under the law of the jurisdiction in which it was incorporated; and
- (b) it is duly qualified and registered to carry on business as an investment dealer under Canadian Applicable Legislation in each of the jurisdictions where the sale of the Offered Shares requires such qualification.

12.5 The Agent covenants and agrees with the Corporation and Edge that:

- (a) it has conducted and will conduct its activities in connection with the proposed offer and sale of the Offered Shares in compliance with this Agreement and all Applicable Legislation in the Selling Jurisdictions in Canada;
- (b) it has made and will make any offers or sales of Offered Shares in accordance with the terms of this Agreement;
- (c) it has obtained and will obtain from each Subscriber an executed Subscription Agreement and all applicable undertakings, questionnaires and other forms required under Canadian Applicable Legislation of the Selling Jurisdictions and supplied to the Agent by the Corporation for completion in connection with the distribution of the Offered Shares; and
- (d) other than as agreed to with the Corporation and other than the Corporate Presentation, it has not advertised and will not advertise the proposed offering or sale of the Offered Shares in printed media of general and regular paid circulation (or other printed public notice), radio, television or telecommunications, including electronic display, nor has it or will it provide or make available to prospective purchasers of Offered Shares any document or material which would constitute or require the Corporation to prepare an offering memorandum, registration statement or prospectus as defined under Applicable Legislation in the Selling Jurisdictions.

13. EXPENSES OF AGENT

13.1 The Corporation and Edge, jointly and severally, agree to pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering

and Qualifying Transaction including, without limitation, the reasonable fees and expenses of the solicitor for the Agent (such legal fees not to exceed an aggregate maximum of \$140,000 plus taxes and disbursements in connection with the Offering and the Concurrent Fundco Offering) (collectively, the **Agent's Expenses**"). On the Closing Date, an amount equal to the Agent's Expenses will be deducted from the gross proceeds of the sale of the Offered Shares.

13.2 The Corporation and Edge will pay the expenses referred to in section 13.1 even if the transactions contemplated by this Agreement are not completed or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Agent.

13.3 The Agent may, from time to time, render accounts for its expenses in connection with the Offering to the Corporation and Edge for payment on or before the dates set out in the accounts. If the amounts deducted from the gross proceeds of the sale of the Offered Shares for the Agent's Expenses on the Closing Date are insufficient to cover the Agent's Expenses, the Corporation and Edge will forthwith pay to the Agent any unpaid amounts to ensure that the Agent's Expenses are paid in full.

14. INDEMNITY

14.1 Each of the Corporation and Edge hereby agrees to, jointly and severally, indemnify and save harmless to the maximum extent permitted by law, the Agent, its affiliates, and selling group members and their affiliates and their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the **"Indemnified Parties"** and individually, an **"Indemnified Party"**) from and against any and all losses, claims, actions, suits, proceedings, investigations, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits) whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a **"Claim"** and, collectively, the **"Claims"**) to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, this Agreement whether performed before or after the execution of this Agreement by the Corporation or Edge and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

14.2 If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which an Indemnified Party is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's material breach of this Agreement, breach of applicable laws, negligence, willful misconduct or fraudulent act, this indemnity shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall reimburse any funds advanced by the Corporation or Edge to the Indemnified Party pursuant to this indemnity in respect of such Claim. Each of the Corporation and Edge agrees to waive any right the Corporation or Edge might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

14.3 If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation or Edge, the Indemnified Party will give the Corporation and Edge prompt

written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation and Edge will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve either the Corporation or Edge of its obligation of indemnification hereunder.

14.4 No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the consent of the Corporation or Edge and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed. Notwithstanding that either the Corporation or Edge or both will undertake the investigation and defence of any Claim, the Indemnified Parties will have the right to employ one separate counsel in each applicable jurisdiction with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Parties unless:

- (a) employment of such counsel has been authorized in writing by the Corporation or Edge;
- (b) the Corporation or Edge has not assumed the defence of the action within a reasonable period of time after receiving notice of the claim;
- (c) the named parties to any such claim include the Corporation or Edge and any of the Indemnified Parties, and the Indemnified Parties shall have been advised by counsel to the Indemnified Parties that there may be a conflict of interest between the Corporation or Edge and any Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Corporation or Edge as the case may be;

in which case such fees and expenses of such counsel to the Indemnified Parties will be for the account of the Corporation and Edge. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at common law or otherwise.

14.5 Without limiting the generality of the foregoing, this Indemnity shall apply to all reasonable expenses (including legal expenses), losses, claims and liabilities that the Agent may incur as a result of any action, suit, proceeding or claim that may be threatened or brought against the Corporation or Edge.

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

14.7 The Corporation and Edge hereby constitute the Agent as trustee for each of the other Indemnified Parties of the covenants of the Corporation and Edge (as applicable) under this

indemnity with respect to such persons and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

14.8 Each of the Corporation and Edge agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Corporation or Edge, or any person asserting claims on their behalf or in right for or in connection with this Agreement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation or Edge are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which an Indemnified Party is named as a party) that has become non-appealable to have resulted from the material breach of this Agreement, breach of applicable laws, negligence or fraudulent act of such Indemnified Party.

14.9 Each of the Corporation and Edge agrees to reimburse the Indemnified Parties monthly for reasonable time spent by such Indemnified Party's personnel in connection with any Claim at their normal per diem rates. The Corporation and Edge also agree that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of the Corporation or Edge and any Agent or selling group member and any personnel of such Agent or such selling group member shall be required to testify, participate or respond in respect of or in connection with this Agreement, each such Indemnified Party shall have the right to employ its own counsel in connection therewith and the Corporation and Edge will reimburse such Indemnified Party monthly for the reasonable time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including reasonable fees and disbursements of such Indemnified Party's counsel.

14.10 The indemnity and contribution obligations of the Corporation and Edge shall be in addition to any liability which the Corporation and Edge may otherwise have shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, Edge and any Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement.

15. RIGHT OF FIRST REFUSAL

15.1 If within a period of 12 months from the Closing Date of the Offering (the "**Right of First Refusal Period**"), the Corporation undertakes a brokered public or brokered private offering of debt (excluding mortgage debt or any other form of property level financing), equity or equity-based securities, the Agent will have a right of first refusal ("**Right of First Refusal**") to serve as exclusive agent or lead underwriter for such financing.

15.2 In the event that a Right of First Refusal is exercised under this section, the Corporation and the Agent may enter into a separate agreement or other appropriate documentation for such engagement containing such compensation and other terms and conditions as are customary for similar engagements, including, without limitation, appropriate indemnification provisions which shall be mutually agreeable to the parties.

15.3 The foregoing Right of First Refusal must be exercised by the Agent within 5 days following written notification from the Corporation that the Corporation requires or proposes to obtain additional financing, failing which the Agent shall relinquish its rights with respect to that particular engagement only and shall continue to have a Right of First Refusal in relation to any other public

or brokered private offering of debt, equity, equity-based securities of the Corporation during the Right of First Refusal Period.

16. ASSIGNMENT AND SELLING GROUP PARTICIPATION

16.1 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of the Corporation and Edge, and any required notice has been given to and accepted by the Regulatory Authorities.

16.2 The Agent shall be entitled, in connection with the Offering and sale of the Offered Shares, to retain as sub-agent other registered securities dealers and may receive from other registered dealers (for delivery to the Corporation at a Closing Time) subscriptions for Offered Shares. The fee payable to such sub-agent shall be for the account of the Agent.

17. NOTICE

17.1 Any notice to be given hereunder shall be in writing and may be given by email, by courier or by hand delivery and shall, in the case of notice to the Corporation and Edge, be addressed and delivered to:

For the Corporation:

Aphelion Capital Ltd.
c/o MLT Aikins LLP
2600 – 1066 West Hastings Street
Vancouver, BC, V6E 3X1

Attention: Seth Kay, CEO and Corporate Secretary
Email: sethkay@gmail.com

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

MLT Aikins LLP
Suite 2600 - 1066 West Hastings Street
Vancouver, BC V6E 3X1

Attention: Mahdi Shams
Email: mshams@mltaikins.com

For Edge:

Edge Technologies, Inc.
1501 Lee Hwy, Suite 301
Arlington, VA, United States
22209

Attention: Seth Kay, CEO and Corporate Secretary
Email: sethkay@gmail.com

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

Invictus Advisors LLP
2625 Townsgate Road, Suite 330
Westlake Village, CA 91361

Attention: Joshua Armstrong
Email: jarmstrong@invictusadvisors.com

and in the case of the Agent, be addressed or delivered to:

Canaccord Genuity Corp.
2200-609 Granville Street
Vancouver, BC V7Y 1H2

Attention: Shoaib Ansari
Email: sansari@cgf.com

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

Miller Thomson LLP
400 – 725 Granville Street
Vancouver, BC V7Y 1G5

Attention: Dwight Dee and Boris Degas
Email: ddee@millerthomson.com / bdegas@millerthomson.com

The Corporation, Edge and the Agent may change their respective addresses for notice by notice given in the manner referred to above.

17.2 The parties agree that a communication which is personally delivered or couriered shall, if delivered before 4:00 p.m. (local time at the place of delivery) 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.

17.3 The parties agree that if a party is giving notice by email (the “**Notifying Party**”), the party shall ask the recipient of the notice to acknowledge receipt by email and notice will only be considered received if such an acknowledgement is obtained and in such case, the notice will be deemed to have been received as of the date of transmission of the original notice by the Notifying Party notwithstanding the date of the transmission of the acknowledgement.

18. TIME

Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

19. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

It is understood that all representations and warranties herein or contained in certificates or documents submitted pursuant to or in connection with the transactions contemplated herein shall survive the Closing and the termination of this Agreement and shall continue in full force and effect for the benefit of the Agent, regardless of any investigation by or on behalf of the Agent with

respect thereto for a period of three years from the Closing Date. For greater certainty, the indemnities provided in section 14 herein shall survive indefinitely.

20. LANGUAGE

This Agreement is to be read with all changes in gender or number as required by the context.

21. ENUREMENT

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

22. HEADINGS

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

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes any other previous agreement between the parties with respect to the Offering and there are no other terms, conditions, representations or warranties whether express, implied, oral or written by the Corporation, Edge or the Agent.

24. COUNTERPARTS

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

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25. LAW

This Agreement is governed by the laws of British Columbia and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia and the courts of appeal therefrom with respect to any dispute related to this Agreement.

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing below and returning a signed copy to counsel to the Agent.

CANACCORD GENUITY CORP.

Per: "Shoaib Ansari"

Authorized Signatory

Accepted and agreed to as of the date first written above.

APHELION CAPITAL CORP.

Per: "Seth Kay"

Authorized Signatory

EDGE TECHNOLOGIES, INC.

Per: "Jim Barrett"

Authorized Signatory

SCHEDULE "A"
UNITED STATES OFFERS AND SALES

1. Definitions

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

"Affiliate" means "affiliate" as that term is defined in Rule 405 under the U.S. Securities Act;

"Directed Selling Efforts" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S, which, without limiting the foregoing, but for greater clarity in this Schedule, includes, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Offered Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the Offering;

"Eligible Discretionary Account" means any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

"Foreign Issuer" means "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;

"General Solicitation" and **"General Advertising"** mean "general solicitation" and "general advertising", respectively, as used in Rule 502(c) under the U.S. Securities Act, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

"Investment Company Act" means the *Investment Company Act of 1940*, as amended;

"Offering" has the meaning ascribed to in Section 2(g) below;

"Offshore Transaction" means "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;

"Rule 144A" means Rule 144A adopted by the SEC under the U.S. Securities Act;

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

"Substantial U.S. Market Interest" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;

"U.S. Affiliate" of the Agent means the U.S. registered broker-dealer affiliate of such Agent participating in the offer and sale of the Offered Shares;

"U.S. Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

"U.S. Purchaser" means (a) any Subscriber in the United States, (b) any person purchasing securities for the account or benefit of any person in the United States, (c) any person that receives or received an offer of the Offered Shares while in the United States and (d) any person that is in the United States at the time the Subscriber's buy order was made or such Subscription Agreement was executed or delivered; provided, however, that "U.S. Purchaser" shall not include persons excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(vi) of Regulation S under the U.S. Securities Act or persons holding accounts excluded from the definition of U.S. Person pursuant to Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act, solely in their capacities as holders of such accounts;

"U.S. Securities Act" means the United States Securities Act of 1933, as amended, and the rule: and regulations promulgated thereunder; and

"U.S. Subscription Agreement" means the Subscription Agreement for Offered Shares for U.S. Purchasers, in the form agreed by the Corporation and the Agent.

All other capitalized terms used but not otherwise defined in this Schedule shall have the meanings given to them in the Agency Agreement to which this Schedule is attached and of which this Schedule forms a part.

2. Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants and covenants to the Agent that:

- (a) it is, and as of the Closing Date will be, a Foreign Issuer and at the commencement of the Offering there was, and there is and will be on the Closing Date, no Substantial U.S. Market Interest in the Offered Shares or any class of equity securities of the Corporation;
- (b) except with respect to offers and sales through the Agent and their U.S. Affiliates in accordance with this Schedule "A" for sale by the Corporation to (i) Qualified Institutional Buyers or (ii) U.S. Accredited Investors in accordance with Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, neither the Corporation nor any of its Affiliates, nor any person acting on its or their behalf (other than the Agent, its respective U.S. Affiliates or any person acting on its or its behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (a) any offer to sell, or any solicitation of an offer to buy, any Offered Shares to, or for the account or benefit of, a person in the United States; or (b) any sale of Offered Shares unless, at the time the buy order was or will have been originated, (i) the purchaser is outside the United States and is not purchasing the Offered Shares for the account or benefit of a person in the United States; or (ii) the Corporation, its Affiliates, and any person acting on its or their behalf reasonably believe that the purchaser is outside the United States and is not purchasing the Offered Shares for the account or benefit of a person in the United States;

- (c) the Corporation is not, and after giving effect to the Offering and the application of the proceeds as contemplated in the Agency Agreement will not be required to be registered as an investment company under the Investment Company Act;
- (d) neither the Corporation nor any of its Affiliates, nor any person acting on its or their behalf (other than the Agent, the U.S. Affiliates, or any members of the banking and selling group formed by them, as to whom the Corporation makes no representation), has engaged or will engage in any Directed Selling Efforts with respect to the Offered Shares, or has taken or will take any action that would cause the exemptions afforded by Rule 903 of Regulation S, Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of the Offered Shares pursuant to this Agreement (including this Schedule "A");
- (e) none of the Corporation, any of its Affiliates or any person acting on its or their behalf (other than the Agent, their respective Affiliates or any person acting on its or their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Shares in the United States, or to, or for the account or benefit of, persons in the United States in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (f) none of the Corporation, any of its affiliates or any person acting on its or their behalf (other than the Agent, the U.S. Affiliates, or any members of the banking and selling group formed by them, as to whom the Corporation makes no representation) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Offered Shares in the United States or to, or for the account or benefit of, persons in the United States by means of any form of General Solicitation or General Advertising;
- (g) except with respect to the offer and sale of the Offered Shares as provided in this Agreement, including this Schedule "A" (the "**Offering**"), the Corporation has not, for a period of six months prior to the commencement of the Offering, sold, offered for sale or solicited any offer to buy, and will not during the Offering and for a period ending six months after completion of the Offering sell, offer for sale or solicit any offer to buy, any of its securities in the United States or to, or for the account or benefit of, persons in the United States in a manner that would be integrated with the offer and sale of the Offered Shares and which would require the offer and sale of the Offered Shares to be registered under the U.S. Securities Act or cause the exemption from registration set forth in Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Shares to Qualified Institutional Buyers or U.S. Accredited Investors;
- (h) for so long as the Offered Shares offered or sold in transactions exempt from the registration requirements of the U.S. Securities Act provided by Rule 144A are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Corporation is neither exempt from reporting pursuant to Rule 12g3-2(b) of the U.S. Exchange Act nor subject to Section 13 or 15(d) of the U.S. Exchange Act, the Corporation will furnish to any holder of the Offered Shares in the United States and any prospective purchaser of any such securities designated by such holder in the United States, upon

request of such holder, the information required to be provided pursuant to Rule 144A(d)(4) under the U.S. Securities Act to permit resales of such securities pursuant to Rule 144A;

- (i) the Corporation will provide to offerees within the United States an opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and review such information, if any, concerning the Corporation as such offerees may reasonably request in connection with their investment to acquire the Offered Shares;
- (j) the Offering is not part of a scheme to evade the registration requirements of the U.S. Securities Act.
- (k) the Corporation will, within the prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable blue sky laws in connection with the offer and sale of the Offered Shares.
- (l) neither the Corporation nor any of its predecessors or affiliates has been subject to any order, judgment, or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
- (m) with respect to the Offered Shares to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D, none of the Corporation, any of its predecessors, any director, executive officer, or other officer of the Corporation participating in the offering, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act but excluding the Agent, the U.S. Affiliates and their respective affiliates or any person acting on its or their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement) connected with the Corporation in any capacity at the time of sale of the Securities (each, an **"Issuer Covered Person"** and, together, **"Issuer Covered Persons"**) is subject to any of the "Bad Actor" disqualifications described in Rule 506(d) of Regulation D (a **"Disqualification Event"**), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) of Regulation D. The Corporation has exercised reasonable care to determine: (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Corporation has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D, and has furnished to the Agent a copy of any disclosures provided thereunder. The Corporation has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons (as defined below)) for solicitation of purchasers of the Offered Shares.
- (n) none of the Corporation, any of its affiliates or any person acting on any of their behalf (other than the Agent, the Affiliates, their respective affiliates, or any person acting on any of their behalf, in respect of which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Securities Act in connection with the offer and sale of the Offered Shares.

- (o) upon receipt of a written request from a U.S. Purchaser, the Corporation shall make a determination if the Corporation is a “passive foreign investment company” (a “**PFIC**”) within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the “**Code**”), during any calendar year following the purchase of Offered Shares by such purchaser, and if the Corporation determines that it is a PFIC during such year, the Corporation will provide to such purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Corporation as a “qualified electing fund” for the purposes of the Code.

3. Representations, Warranties and Covenants of the Agent

The Agent represents, warrants and covenants to the Corporation, and will cause its U.S Affiliates to comply with such representations, warranties and covenants, that:

- (a) it acknowledges that the Offered Shares have not been and will not be registered under the U.S. Securities Act or under any securities laws of any state of the United States and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable United States state securities laws. It has not offered and sold, and will not offer and sell, any Offered Shares except (i) outside the United States in Offshore Transactions in compliance with Rule 903 of Regulation S, or (ii) in the United States or to, or for the account or benefit of, persons in the United States, as provided in this Schedule “A”. Accordingly, neither the Agent nor any of its Affiliates, nor any persons acting on their behalf, has made or will make (except as permitted herein) (i) any offer to sell or any solicitation of an offer to buy, any Offered Shares to, or for the account or benefit of, a person in the United States (other than offers to any Eligible Discretionary Account); (ii) any sale of Offered Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States (and was offered the Offered Shares outside the United States) and was not acquiring the Offered Shares for the account or benefit of a person in the United States, or is an Eligible Discretionary Account, or such Agent, Affiliate or person acting on its or their behalf reasonably believed that such purchaser was outside the United States and was not acquiring the Offered Shares for the account or benefit of a person in the United States; or (iii) any Directed Selling Efforts with respect to the Offered Shares;
- (b) it and its affiliates, including its U.S. Affiliate, have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, any of the Offered Shares in the United States or to, or for the account or benefit of, persons in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (c) it has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Shares, except with its U.S. Affiliates, any selling group members or with the prior written consent of the Corporation;
- (d) it shall require each U.S. Affiliate and selling group member to agree, for the benefit of the Corporation, to comply with, and shall use its commercially reasonable

efforts to ensure that each U.S. Affiliate and selling group member complies with, the provisions of this Schedule "A" applicable to the Agent as if such provisions applied to such U.S. Affiliate or selling group member;

- (e) all offers and sales of Offered Shares in the United States or to, or for the account or benefit of, persons in the United States shall be made by the Agent in accordance with Rule 15a-6 under the U.S. Exchange Act and available exemptions to all applicable state broker-dealer laws, or through its U.S. Affiliate, which on the dates of such offers and sales was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state broker-dealer laws and a member of, and in good standing with, the Financial Industry Regulatory Authority. The Agent and its U.S. Affiliate will make all offers and sales of Offered Shares in compliance with all applicable United States federal and state broker-dealer requirements (including those requirements that relate to registration and conduct of broker-dealers) and this Schedule "A";
- (f) any offer, sale or solicitation of an offer to buy Offered Shares that has been made or will be made in the United States or to, or for the account or benefit of, a person in the United States, was or will be made only to (i) Qualified Institutional Buyers or (ii) U.S. Accredited Investors in transactions that are exempt from registration pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, and, in each case, pursuant to an exemption from all applicable securities laws of any state of the United States;
- (g) it will inform (and will cause its U.S. Affiliate to inform) all U.S. Purchasers of the Offered Shares that the Offered Shares have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on the exemption from the registration requirements of the U.S. Securities Act;
- (h) immediately prior to soliciting any offerees in the United States, it, its U.S. Affiliate, and any person acting on its or their behalf had or will have reasonable grounds to believe and did or will believe that each such offeree in the United States was either a Qualified Institutional Buyer or a U.S. Accredited Investor, and at the time of completion of each sale to a U.S. Purchaser, the Agent, its U.S. Affiliate and any person acting on its or their behalf will have reasonable grounds to believe, and will believe, that each U.S. Purchaser is (i) a Qualified Institutional Buyer or (ii) a U.S. Accredited Investor;
- (i) it and its U.S. Affiliate and any persons acting on its or their behalf has not taken and will not take any action that would cause the exemptions from the registration requirements of the U.S. Securities Act provided by Regulation D or Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of the Offered Shares to U.S. Purchasers or the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Shares outside the United States;
- (j) it and its U.S. Affiliate acknowledge that until 40 days after the commencement of the Offering, an offer or sale of the Offered Shares within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than

in accordance with an exemption from the registration requirements of the U.S. Securities Act;

- (k) at Closing, it, together with its U.S. Affiliate offering or selling Offered Shares in the United States or to, or for the account or benefit of, persons in the United States, will provide a certificate, substantially in the form of Exhibit 1 to this Schedule "A", relating to the manner of the offer and sale of the Offered Shares to U.S. Purchasers, or will be deemed to have represented that neither it nor its U.S. Affiliate offered or sold Offered Shares in the United States or to, or for the account or benefit of, persons in the United;
- (l) prior to any sale of Offered Shares to a U.S. Purchaser, it will cause each such U.S. Purchaser to execute and deliver to the Corporation, the Agent and the U.S. Affiliates a Subscription Agreement, including (i) for Qualified Institutional Buyers, a duly executed Qualified Institutional Buyer Letter attached to the Subscription Agreement and (ii) for U.S. Accredited Investors, a duly executed U.S. Accredited Investor Certificate attached as to the Subscription Agreement;
- (m) it will inform, or cause the U.S. Affiliate to inform, all U.S. Purchasers that (A) the Securities are "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act, (B) are subject to restrictions if in the future it decides to offer, sell, pledge, or otherwise transfer, directly or indirectly, any of such Securities as set forth in the Subscription Agreement and (C)(i) in the case of U.S. Accredited Investors, will be represented by a certificate bearing a U.S. restricted legend or by a Rule 144 restricted CUSIP number or (ii) in the case of Qualified Institutional Buyers, will not be represented by certificates that bear a U.S. restricted legend or identified by a restricted CUSIP number, are subject to additional resale restrictions as set forth in the Qualified Institutional Buyer Letter and that it must implement appropriate internal controls and procedures to ensure that the transfer restrictions and any representation, warranty and covenant described in the Qualified Institutional Buyer Letter are adhered to notwithstanding the absence of a U.S. restricted legend or restricted CUSIP number;
- (n) with respect to the Offered Shares to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), none of it, its affiliates, the U.S. Affiliate, any of their respective general partners or managing members, any director or executive officer of any of the foregoing, any other officer of any of the foregoing participating in offer and sale of the Regulation D Securities, or any other officer or employee of any of the foregoing that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers of the Regulation D Securities (each, a "**Dealer Covered Person**" and, together, the "**Dealer Covered Persons**") is subject to any Disqualification Event except for a Disqualification Event covered by Rule 506(d)(2) of Regulation D and a description of which has been furnished in writing to the Corporation prior to the date hereof and each U.S. Purchaser prior to the Closing Date. Neither the Agent nor its U.S. Affiliate have paid or will pay, nor are they aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of purchasers of the Regulation D Securities; and

- (o) none of the Agent, its U.S. Affiliate, their respective affiliates and any persons acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Shares.

EXHIBIT 1

AGENT'S CERTIFICATE

In connection with the offer and sale of post Share Split common shares in the capital of Aphelion Capital Corp. (the "**Corporation**") (the "**Offered Shares**"), in the United States pursuant to the agency agreement dated as of December 23, 2021, among the Corporation, Edge Technologies, Inc. and Canaccord Genuity Corp. (the "**Agency Agreement**"), Canaccord Genuity Corp. (the "**Agent**") and [name of U.S. affiliate of Agent], in its capacity as placement agent in the United States for the Agent (the "**U.S. Affiliate**"), each hereby certifies that:

- (a) the Agent is offering the Offered Shares in the United States or to, or for the account or benefit of, persons in the United States exclusively through the U.S. Affiliate, who is on the date hereof, and was at the time of each offer made by the U.S. Affiliate and corresponding sale by either the U.S. Affiliate or the Corporation, duly registered as a broker or dealer pursuant to Section 15(b) of the U.S. Exchange Act, duly registered as a broker or dealer under the laws of each state in which it offered the Offered Shares (unless exempt from such states' broker-dealer registration requirements) and is and was at such times a member in good standing with the Financial Industry Regulatory Authority, and all offers of the Offered Shares in the United States or to, or for the account or benefit of, persons in the United States have been effected by the Agent and the U.S. Affiliate in accordance with all applicable United States federal and state broker-dealer requirements;
- (b) all offers and sales of the Offered Shares in the United States or to, or for the account or benefit of, persons in the United States have been conducted by us in accordance with the terms of the Agency Agreement;
- (c) immediately prior to offering the Offered Shares in the United States or to, or for the account or benefit of, persons in the United States, we either had reasonable grounds to believe and did believe that such offeree was either (i) a "qualified institutional buyer", as defined in Rule 144A under the U.S. Securities Act (a "**Qualified Institutional Buyer**"), acquiring the Offered Shares for its own account or for the account of one or more Qualified Institutional Buyers with respect to which such offeree exercises sole investment discretion and, on the date hereof, each of us continues to believe that such purchaser of the Offered Shares is a Qualified Institutional Buyer or (ii) an "accredited investor", as defined in Rule 501(a) under Regulation D under the U.S. Securities Act (a "**U.S. Accredited Investor**"), acquiring the Offered Shares for its own account or for the account of one or more U.S. Accredited Investors with respect to which such offeree exercises sole investment discretion and, on the date hereof, each of us continues to believe that such purchaser of the Offered Shares is a U.S. Accredited Investor;
- (d) no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Offered Shares in the United States or to, or for the account or benefit of, persons in the United States nor have we solicited offers to buy or offered to sell the Offered Shares by any means involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

- (e) with respect to the Offered Shares offered and sold in reliance on Rule 506(b) of Regulation D (the “**Regulation D Securities**”), none of it, its affiliates, the U.S. Affiliate, any of their respective general partners or managing members, any director or executive officer of any of the foregoing, any other officer of any of the foregoing participating in offer and sale of the Regulation D Securities, or any other officer or employee of any of the foregoing that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers of the Regulation D Securities (each, a “**Dealer Covered Person**” and, together, the “**Dealer Covered Persons**”) is subject to any Disqualification Event except for a Disqualification Event covered by Rule 506(d)(2) of Regulation D and a description of which has been furnished in writing to the Corporation prior to the date hereof and each U.S. Purchaser prior to the Closing Date. Neither the Agent nor its U.S. Affiliate have paid or will pay, nor are they aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of purchasers of the Regulation D Securities;
- (f) prior to any sale of Offered Shares to a U.S. Purchaser, it caused such U.S. Purchaser to execute and deliver to the Corporation a Subscription Agreement, including (i) for Qualified Institutional Buyers, a duly executed Qualified Institutional Buyer Letter attached to the Subscription Agreement and (ii) for U.S. Accredited Investors, a duly executed U.S. Accredited Investor Certificate attached to the Subscription Agreement; and
- (g) neither the U.S. Affiliate nor any of its affiliates have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Shares.

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

DATED _____

[CANACCORD GENUITY CORP.]

[INSERT NAME OF U.S. AFFILIATE]

By:

By:

Name:

Name:

Title:

Title: