

**AGENCY AGREEMENT**  
**(Capital Pool Company)**

**THIS AGREEMENT** dated effective July 23, 2025.

**BETWEEN:**

**MATCHPOINT VENTURES CORP.**, a corporation incorporated under the laws of the Province of British Columbia, Canada (the “**Corporation**”)

-and-

**INDEPENDENT TRADING GROUP (ITG), INC.**, a corporation continued under the laws of the Province of Ontario, Canada (the “**Agent**”)

**WHEREAS:**

- A. The Corporation wishes to raise funds for the purposes described in the Prospectus (as defined herein) by offering for sale the Offered Shares (as defined herein) at the Share Price (as defined herein) (the “**Offering**”);
- B. The Corporation has agreed to file the Prospectus in accordance with the Securities Legislation (as defined herein) in order to qualify the distribution of the Offered Shares, the Agent’s Option (as defined herein) and the CPC Options (as defined herein) in the Offering Jurisdictions (as defined herein); and
- C. The Corporation wishes to retain the Agent, and the Agent is willing to act as agent of the Corporation to solicit subscriptions for the Offered Shares on a commercially reasonable efforts agency basis, subject to the terms and conditions hereof;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1**  
**DEFINED TERMS**

- 1.1. For the purposes of this agreement and any amendments hereto the following words and phrases shall have the following meanings:
  - (a) “**Agent’s Counsel**” means Dickinson Wright LLP;
  - (b) “**Agent’s Option**” means the options to be granted to the Agent and its designated sub-agents, if any, pursuant to Section 2.4 hereof;
  - (c) “**Agent’s Shares**” means the Common Shares issued to the Agent upon exercise of the Agent’s Option;
  - (d) “**Agreement**” means this agreement, the recitals, the schedules attached hereto and any amendments;

- (e) “**Business Day**” means a day other than a Saturday, Sunday or other than a day when banks in the City of Toronto are not generally open for business;
- (f) “**Closing**” means the completion of the transactions contemplated by this Agreement on the Closing Date, provided that no Closing may occur until the Total Subscription has been achieved, as herein provided;
- (g) “**Closing Date**” means the date upon which Closing occurs, which date shall be agreed to between the Corporation and the Agent and shall not be more than 90 days from the date of the issuance of a receipt for the Prospectus by the Commissions, or such other date as the parties hereto may agree and Securities Legislation may allow;
- (h) “**Commissions**” means the Alberta Securities Commission, the British Columbia Securities Commission, and the Ontario Securities Commission;
- (i) “**Common Share**” or “**Common Shares**” means a common share or the common shares in the capital of the Corporation;
- (j) “**CPC Options**” means the options to be granted to directors and officers of the Corporation entitling the holders to purchase an aggregate of 2,500,000 Common Shares at a price of \$0.10 per Common Share for a period of 10 years from the date of grant;
- (k) “**CPC Policy**” means Policy 2.4 of the Exchange’s Corporate Finance Manual and shall include all orders, policies, rules, instruments, regulations, by-laws and procedures of the Commissions and the Exchange which govern offerings by capital pool companies, as amended from time to time;
- (l) “**Engagement Letter**” means the engagement letter entered into between the Corporation and the Agent dated April 22, 2025 and agreed and accepted by the Corporation on May 1, 2025;
- (m) “**Exchange**” means the TSX Venture Exchange Inc.;
- (n) “**Governmental Authority**” has the meaning ascribed thereto in Section 11.1(a) hereof;
- (o) “**Listing Date**” means the date of listing of the Common Shares of the Corporation on the Exchange;
- (p) “**Misrepresentation**” has the meaning ascribed thereto by the Securities Legislation;
- (q) “**Offering**” means the offer by the Corporation to sell the Offered Shares as contemplated by the Prospectus and this Agreement;
- (r) “**Offering Jurisdictions**” means the Provinces of Alberta, British Columbia, and Ontario;
- (s) “**Offered Shares**” means 5,000,000 Common Shares offered for sale by the Corporation at a price of \$0.10 per Common Share for aggregate gross proceeds of \$500,000;

- (t) **“Preliminary Prospectus”** means the preliminary prospectus of the Corporation dated June 5, 2025 and any amendments thereto approved, signed and certified in accordance with the Securities Legislation, qualifying the distribution of the Offered Shares, Agent’s Option and CPC Options and filed with the Commissions;
  - (u) **“Prospectus”** means the (final) prospectus of the Corporation and any amendments thereto, approved, signed and certified in accordance with the Securities Legislation, qualifying the distribution of the Offered Shares, Agent’s Option and CPC Options and filed with the Commissions;
  - (v) **“Qualifying Transaction”** has the meaning ascribed thereto in Section 6.1(a)(viii) hereof;
  - (w) **“Securities Legislation”** means the applicable securities legislation, policies, notices and orders in the Offering Jurisdictions, including the national policy statements applied therein, and the policies and by-laws of the Exchange, as amended from time to time;
  - (x) **“Share Price”** means \$0.10 per Offered Share;
  - (y) **“Subscriber”** or **“Subscribers”** means a person or those persons who subscribe for the Offered Shares through the Agent or such other registrants retained by the Agent as sub-agents to sell subscriptions in conjunction with the Agent;
  - (z) **“Subscription Funds”** means all funds received with respect to all Successful Subscriptions in accordance with the terms and provisions of this Agreement;
  - (aa) **“Successful Subscription”** means a subscription for Offered Shares by a Subscriber which subscription has been accepted by the Corporation and the Agent;
  - (bb) **“Time of Closing”** means 9:00 a.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as the Corporation and the Agent may agree;
  - (cc) **“Total Subscription”** means Successful Subscriptions for all of the Offered Shares; and
  - (dd) **“Transfer Agent”** means Odyssey Trust Company, at its office located in Vancouver, British Columbia.
- 1.2. For the purposes of this Agreement, all references to “Dollars” or “\$” shall mean Canadian funds, unless otherwise specified.
- 1.3. The headings of the Sections of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.
- 1.4. Words importing the singular number only shall include the plural and vice versa and words of gender shall entail all genders and words importing persons shall include companies, corporations, partnerships, syndicates, trusts and any number or aggregate of persons.

## ARTICLE 2 APPOINTMENT AND REMUNERATION OF AGENT

- 2.1. Subject to the terms and conditions hereof, the Corporation hereby appoints the Agent as the sole and exclusive agent of the Corporation and the Agent hereby agrees to act as the sole and exclusive agent of the Corporation to assist in soliciting subscriptions for the Offered Shares in the Offering Jurisdictions pursuant to the Securities Legislation.
- 2.2. The Agent agrees to use its commercially reasonable efforts to sell the Offered Shares, but the Corporation understands and agrees that the Agent is acting as agent only and is under no obligation to purchase any of the Offered Shares. The Agent may retain other registrants to act as sub-agents to solicit subscriptions for the Offered Shares at no additional cost to the Corporation provided any compensation paid or payable to such sub-agents shall be solely for the account of the Agent. The Agent shall be under no liability for any failure to sell any or all of the Offered Shares or to engage sub-agents.
- 2.3. The Corporation will pay to the Agent:
  - i. in consideration for the services to be performed by the Agent hereunder, a cash commission in the amount of 7% of the Subscription Funds (the “**Agent’s Commission**”), which Agent’s Commission shall be paid at the Time of Closing by the Agent deducting such amount from the Subscription Funds;
  - ii. the Agent’s Expenses (as defined herein), as further set out in Article 9, which Agent’s Expenses are payable whether or not the Offering is completed or this Agreement is terminated; and
  - iii. a corporate finance fee of \$10,000 plus applicable taxes, payable whether or not the Offering is completed or this Agreement is terminated.
- 2.4. The Corporation will (a) grant to the Agent and its designated sub-agents, if any, at the Time of Closing an irrevocable, non-transferable option to purchase that number of Common Shares as is equal to 10% of the number Offered Shares at the Share Price for a period of 24 months following the Listing Date (the “**Agent’s Option**”), and (b) execute and deliver to the Agent at the Time of Closing a certificate or certificates, as the case may be, setting forth the terms and conditions of the Agent’s Option (the “**Agent’s Option Certificate**”). The Agent’s Option shall be qualified under and be distributed pursuant to the Prospectus.
- 2.5. The Corporation shall notify the Agent of any proposed further equity financing being undertaken in connection with the Qualifying Transaction. In consideration for the services to be performed hereunder, the Corporation hereby grants to the Agent a right of first refusal to participate as agent or underwriter in any further brokered offering of securities of the Corporation in Canada or the United States, by private placement or public offering, including without limitation any offering conducted in respect of a Qualifying Transaction, with participation of a minimum of 80% of any syndicate formed in respect of such offering (the “**Financing ROFR**”). The Financing ROFR must be exercised within 30 days following receipt of notice by the Corporation to the Agent containing the terms of the proposed financing. Further, the Corporation grants the Agent a right of first refusal to act as the Corporation’s sponsor in connection with the Qualifying Transaction (the “**Qualifying Transaction ROFR**”), which Qualifying Transaction ROFR is to

be on the same terms as that for equity financings by the Corporation. The rights granted to the Agent under this Section 2.5 shall expire 24 months from the Listing Date.

### **ARTICLE 3 SUBSCRIPTIONS**

3.1. The Corporation will:

- (a) at such time as Successful Subscriptions for the Total Subscription have been received; or
- (b) at 5:00 p.m. (Toronto time) on the day that is 90 days from the date of the issuance of the receipt for the Prospectus by the Commissions, or such other date as the parties hereto may agree and Securities Legislation may allow;

whichever shall first occur, close the subscription books and thereafter shall not receive any further subscriptions for the Offered Shares.

3.2. Subscribers may subscribe for Offered Shares by delivering to the Agent, or any sub-agent retained pursuant to Section 2.2 hereof, on or prior to the Closing Date:

- (a) payment for the aggregate subscription price in respect of the Offered Shares being subscribed for, in a manner acceptable to the Agent; and
- (b) such documents, certificates and forms as, in the opinion of the Agent, may be required.

### **ARTICLE 4 THE SUBSCRIPTION FUNDS**

4.1. The Agent will hold until delivered to the Corporation, the Subscription Funds in trust for the Subscribers pursuant to the terms of this Agreement, and Subscription Funds shall be dealt with by the Agent as provided in Article 5 hereof.

### **ARTICLE 5 RELEASE OF SUBSCRIPTION FUNDS**

5.1. The Agent shall not at any time deliver any Subscription Funds received by it to the Corporation until the Total Subscription has been achieved and it has received at the Closing each of the following:

- (a) a certificate signed by the Chief Executive Officer of the Corporation or such other officer or director of the Corporation as the Agent may accept, to the effect that the Successful Subscriptions for the Total Subscription have been accepted by the Corporation;
- (b) delivery of the certificates representing the Offered Shares registered as directed by the Agent; and
- (c) a written request from the Corporation requesting the delivery of Subscription Funds to the Corporation or as directed.

- 5.2. Upon receiving the documentation referred to in Section 5.1 hereof, subject to Section 5.4 hereof, the Agent shall forthwith deliver to the Corporation or as directed in Section 5.1(c) hereof, all Subscription Funds resulting from Successful Subscriptions held by it pursuant to this Agreement, less the amounts to be deducted pursuant to Section 2.3 hereof.
- 5.3. If the Total Subscription is not received or if the Agent has not received the documentation referred to in Section 5.1 hereof at or prior to the Time of Closing, the Agent shall promptly thereafter return to each Subscriber by ordinary mail without interest or deduction the Subscription Funds held for the Subscriber by the Agent, unless such Subscriber has otherwise instructed the Agent.
- 5.4. If the funds of any Subscriber delivered to the Agent are for any reason rejected (in whole or in part) by the Corporation and the Agent, such rejected funds shall be returned to such Subscriber without interest or deduction in the manner provided in Section 5.3 hereof.

## ARTICLE 6 OBLIGATIONS OF THE AGENT

- 6.1. The Agent shall:
  - (a) use its commercially reasonable efforts to obtain subscriptions for all of the Offered Shares, and without limiting the generality of the foregoing:
    - (i) at least 500,000 of the Common Shares (or such lesser number as is acceptable to the Exchange) outstanding on Closing, including the Offered Shares, will be in the Public Float (as “**Public Float**” is defined in Policy 1.1 of the Exchange’s Corporate Finance Manual (“**Policy 1.1**”));
    - (ii) subscriptions for the Offered Shares obtained will be the lesser of: (A) 150 Subscribers; and (B) the minimum number of Public Shareholders (as “**Public Shareholders**” is defined in Policy 1.1) as set out in Policy 2.1 of the Exchange’s Corporate Finance Manual for a Tier 2 Issuer, with each Public Shareholder beneficially owning at least 1,000 Offered Shares free of Resale Restrictions (as “**Resale Restrictions**” is defined in Policy 1.1);
    - (iii) Public Shareholders will on Closing beneficially own at least 20% of the issued and outstanding Common Shares;
    - (iv) with respect to 75% of the Offered Shares, no Subscriber shall individually purchase, directly or indirectly, more than 2% of the Offered Shares, and, in conjunction with such Subscriber’s Associates and Affiliates (as “**Associates**” and “**Affiliates**” are defined in the Exchange’s Corporate Finance Manual Policy 1.1), no more than 4% of the Offered Shares;
    - (v) only solicit subscriptions for the Offered Shares from subscribers resident in the Offering Jurisdictions in compliance with Securities Legislation and the terms and conditions set out herein;

- (vi) close the subscription books and thereafter not receive any further subscriptions for the Offered Shares at the earlier of such time:
  - (A) as orders for the Total Subscription have been received; or
  - (B) as prescribed by Securities Legislation;
- (vii) provide all such notices and documents as may be required by Securities Legislation in connection with the sale of the Offered Shares pursuant to the Prospectus, including without limiting the generality of the foregoing, to deliver to the Exchange (or, at the option of the Agent, to the Corporation for delivery to the Exchange) as soon as reasonably possible prior to the Closing, a Distribution Summary Statement (Exchange Form 2E) or such other document as may be required by the Exchange, if any; and
- (viii) notwithstanding the foregoing, it is understood and agreed by the Corporation that the Agent is under no obligation pursuant to this Agreement to act as Sponsor or to provide a Sponsor Report for a Qualifying Transaction of the Corporation (as “**Sponsor**” and “**Qualifying Transaction**” are defined in the Exchange’s Corporate Finance Manual Policy 1.1 and the CPC Policy respectively).

6.2. The Agent confirms that it is, and will be at the Time of Closing, registered as a dealer in each of the Offering Jurisdictions.

## **ARTICLE 7**

### **REPRESENTATIONS AND WARRANTIES OF THE CORPORATION AND THE AGENT**

- 7.1. The Corporation hereby represents and warrants to the Agent and acknowledges that the Agent is relying thereon, that:
- (a) The Corporation has been duly incorporated and organized and validly exists in good standing under the laws of its jurisdiction of incorporation and has all the requisite corporate power and capacity to carry on its business as now conducted and as proposed to be conducted as described in the Prospectus.
  - (b) The Corporation does not own or have any interest in any asset or property of any kind whatsoever, other than cash or deposits with financial institutions, and, without limiting the generality of the foregoing, the Corporation does not have an Agreement in Principle (as “**Agreement in Principle**” is defined in the CPC Policy) and the board of directors of the Corporation has not reached a “meeting of minds” with any other parties to a proposed Qualifying Transaction on fundamental terms in respect of which no material conditions exist the satisfaction of which are beyond the reasonable control of Non Arm’s Length Parties (as defined in the Exchange’s Corporate Finance Manual) to the Corporation or to the Qualifying Transaction, other than receipt of shareholder approval and Exchange acceptance of any such proposed Qualifying Transaction.
  - (c) The Corporation has undertaken no business since the date of its incorporation, except as permitted by the CPC Policy.

- (d) The authorized capital of the Corporation consists of the share capital as disclosed in the Prospectus, and such number of Common Shares is issued and outstanding as is disclosed in the Prospectus, and all of the issued and outstanding Common Shares have been duly authorized and issued and are fully paid and non-assessable. No person, firm or corporation has any agreement, option, or right or privilege, whether pre-emptive or contractual, capable of becoming an agreement, including convertible securities, for the purchase, subscription or issuance of any unissued Common Shares or other securities of the Corporation except as disclosed in this Agreement and in the Prospectus.
- (e) The financial statements of the Corporation contained in the Prospectus, including the notes thereto, fairly present the financial position and condition of the Corporation, as at the date thereof, reflect all liabilities (absolute, accrued, contingent or otherwise) of the Corporation as at the date thereof, and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis, and there has not been any material change in such position from the date of such financial statements.
- (f) The information and statements contained in the Preliminary Prospectus and the Prospectus (except any such information and statements relating solely to the Agent) constitute full, true and plain disclosure of all material facts relating to the Corporation and the Preliminary Prospectus and the Prospectus comply with the Securities Legislation, including without limitation the CPC Policy.
- (g) The Preliminary Prospectus and the Prospectus do not contain a Misrepresentation (except a Misrepresentation which is based upon information relating solely to the Agent and furnished to the Corporation by the Agent expressly for inclusion in the Preliminary Prospectus and Prospectus).
- (h) Except as disclosed in the Prospectus, there is no action, proceeding or investigation (whether or not purportedly on behalf of the Corporation) pending or, to the knowledge of the Corporation and its directors or officers, threatened against or affecting the Corporation, at law or in equity or before or by any court or federal, provincial, municipal or other government department, board or agency, domestic or foreign, including without limitation the Commissions, the Exchange, or any other securities commission, stock exchange or similar regulatory authority, which in any way materially adversely affects the Corporation, or the condition (financial or otherwise) of the Corporation or which questions the validity of the issuance, as fully paid and non-assessable, of the Offered Shares or any action taken or to be taken by the Corporation pursuant to or in connection with this Agreement.
- (i) The Corporation has full corporate capacity, power and authority to execute and deliver the Prospectus and all requisite action has been taken by the Corporation to authorize the execution and delivery by it of the Prospectus.
- (j) The Corporation has full corporate capacity, power and authority to execute this Agreement, the escrow agreement referred to in the Prospectus (the “**Escrow Agreement**”), the Agent’s Option Certificate and all other material contracts (as disclosed in the Prospectus) and to perform its obligations set out herein and therein, including, without limitation, to issue the Offered Shares and the Agent’s Shares, and to

carry out the transactions contemplated hereby and by the Prospectus, and this Agreement, the Escrow Agreement, the Agent's Option Certificate and all other material contracts (as disclosed in the Prospectus) will be, on the Closing Date, duly authorized, executed and delivered by the Corporation and this Agreement and the Escrow Agreement are, and the Agent's Option Certificate and all other material contracts (as disclosed in the Prospectus) will, on the Closing Date, be legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their terms subject to laws relating to creditors' rights generally and except as rights to indemnity may be limited by applicable law.

- (k) The Corporation is not in default or breach of, and the execution and delivery of, and the performance of and compliance with the terms of this Agreement, the Escrow Agreement, the Agent's Option Certificate and all other material contracts (as disclosed in the Prospectus) by the Corporation or any of the transactions contemplated hereby or thereby, do not and will not result in any breach of, or be in conflict with or constitute a default under, or do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, by-laws or resolutions of the shareholders or directors of the Corporation, or any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound, or any law, judgment, decree, order, statute, rule or regulation applicable to the Corporation which default or breach might reasonably be expected to materially adversely affect the business, operations, capital or condition (financial or otherwise) of the Corporation or its properties or assets, or would impair the ability of the Corporation to consummate the transactions contemplated hereby or thereby or to duly observe and perform any of its covenants or obligations contained in this Agreement, the Escrow Agreement, the Agent's Option Certificate and all other material contracts (as disclosed in the Prospectus).
- (l) There is no person, firm or corporation acting or purporting to act for the Corporation entitled to any brokerage or finder's fee in connection with this Agreement or any of the transactions contemplated hereunder, except as provided herein and as referred to in the Prospectus.
- (m) To the knowledge of management of the Corporation, neither the Corporation nor any of its shareholders is a party to any voting trust, securities pooling agreement or similar type of arrangement or agreement in force in respect of any of the securities of the Corporation.
- (n) To the knowledge of management of the Corporation, none of the directors or senior officers of the Corporation, any holder of more than 10% percent of its outstanding Common Shares, any Promoters of the Corporation, or any Associates or Affiliates of any of the foregoing persons or companies (as "**Promoters**", "**Associates**" or "**Affiliates**" are defined in the Securities Legislation) has had any material interest, direct or indirect, in any material transaction within the three years prior to the date of the Preliminary Prospectus, has any material interest, direct or indirect, in any material transaction which, as the case may be, materially affects, is material to or will materially affect the Corporation, except as stated in the Prospectus, in which are fully set forth all relevant particulars required by the Securities Legislation.

- (o) Upon issuance of the Offered Shares pursuant to the terms of this Agreement, the Offered Shares shall have been duly allotted and will be outstanding as fully paid and non-assessable Common Shares.
- (p) The minute books of the Corporation, as provided to Agent's Counsel, are true, complete and correct in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof.
- (q) The Transfer Agent, at its principal office in the City of Vancouver, has been duly appointed transfer agent and registrar for the Common Shares of the Corporation.
- (r) The Corporation has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its Common Shares or any other shares of any class since incorporation, and, subject to the rules, policies and regulations of the Exchange, and the restrictions on the declaration and payment of dividends by the Corporation as disclosed in the Prospectus, there is not, in the constating documents or by-laws of the Corporation or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which the Corporation is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of the Corporation or the payment of dividends by the Corporation to the holders of its Common Shares.
- (s) Application has been made to list the outstanding Common Shares of the Corporation, including without limitation the Offered Shares and the Common Shares issuable upon exercise of the Agent's Option and the CPC Options on the Exchange, and conditional approval of such application has been obtained from the Exchange.
- (t) The Corporation has advised the Corporation's directors and officers of the requirements and restrictions on the use of the net proceeds set out in Section 7 of the CPC Policy.
- (u) The Corporation has not made and will not make any payments which are prohibited by the CPC Policy, except as may be expressly permitted by the Exchange.
- (v) No approval, authorization, consent or other order of any governmental authority is required in connection with the execution, delivery or performance by the Corporation of this Agreement, the Escrow Agreement or the Agent's Option Certificate except requisite filings with the Commissions (and the issuance by the Commissions of receipts for the Prospectus) and the Exchange and final approval/acceptance of the Offering from the Exchange.
- (w) The Corporation has complied with and will comply in material respects with the requirements of all applicable corporate and securities laws, including, without limitation, the Securities Legislation and the *Business Corporations Act* (British Columbia), in relation to the issue and trading of its securities and in all matters relating to the Offering.
- (x) Except as disclosed in the Preliminary Prospectus and the Prospectus, no order ceasing or suspending trading in securities of the Corporation or prohibiting the sale of such securities has been issued against the Corporation or, to the best of the Corporation's knowledge, after due inquiry against any of its directors, officers and promoters, and no

proceedings for this purpose have been instituted or are pending, contemplated or threatened.

- (y) All statements, facts, data, information and materials provided from time to time by the Corporation in writing to the Agent relating to the Corporation, and the directors and officers of the Corporation, are true and correct and all material facts relating to the subject matter have been fully disclosed to the Agent and such statements, facts, data, information and materials did not and do not contain a Misrepresentation.
- (z) No securities commissions or other governmental authority has issued any order preventing or suspending the use of the Preliminary Prospectus or the Prospectus.
- (aa) The Corporation has advised the directors and officers of the Corporation about:
  - (i) the nature and scope of their responsibilities and duties as directors and officers, respectively, of a public corporation listed on the Exchange, including, without limitation, the matters set out in Policy 3.1 of the Exchange's Corporate Finance Manual; and
  - (ii) the obligations of the Corporation to prepare, file, publish and disseminate, as applicable, such information and documentation as may be required by the Securities Legislation, including, without limitation, Policies 3.2 and 3.3 of the Exchange's Corporate Finance Manual.
- (bb) The directors and officers of the Corporation have or will have been provided with a copy of the Preliminary Prospectus and the Prospectus for their review, and the directors have or will have duly approved the Preliminary Prospectus and the Prospectus and the financial statements thereto at the respective times they are filed with the Commissions and the Exchange and will have authorized their distribution by the Agent in connection with the Offering.

7.2. The Agent hereby represents and warrants to the Corporation and acknowledges that the Corporation is relying thereon, that:

- (a) The Agent has been duly incorporated and organized and validly exists in good standing under the laws of its jurisdiction of incorporation and has all the requisite corporate power and capacity to carry on its business as now conducted.
- (b) This Agreement has been authorized by all necessary corporate action on the part of the Agent and is a valid and binding obligation of the Agent enforceable in accordance with its terms.
- (c) The Agent is a member in good standing of the Exchange.
- (d) The Agent has complied with and will fully comply with the requirements of all Securities Legislation and the rules of the Exchange, in relation to sale and distribution of the Offered Shares.

- (e) The Agent is and will be at the Time of Closing, a broker or dealer properly registered in each of the Offering Jurisdictions in Canada as required by the Securities Legislation.
- (f) The Agent is acquiring the Agent's Options as principal for its own account.

**ARTICLE 8**  
**COVENANTS OF THE CORPORATION AND CONDITIONS TO CLOSING**

8.1. The Corporation covenants and agrees with the Agent and undertakes that:

- (a) Prior to the Closing Date, the Corporation shall allow the Agent to conduct all due diligence which the Agent may reasonably require to confirm that the Preliminary Prospectus and Prospectus comply with the requirements of the Securities Legislation and do not contain a Misrepresentation, and to fulfil the Agent's obligations as agent.
- (b) Now and at all times subsequent hereto during the distribution of the Offered Shares to the public or such longer period of time, if any, while the Prospectus continues to be current, the Prospectus and any amendments thereto does and will fully comply with the requirements of the Securities Legislation. The Prospectus together with any amendments thereto does and will during such period provide full, true and plain disclosure of all material facts relating to the Corporation, to the Offered Shares and to the distribution of the Offered Shares to the public, and does not and will not during such period contain a Misrepresentation; provided that the foregoing covenants of the Corporation do not and shall not apply with respect to statements contained in the Prospectus relating solely to the Agent.
- (c) The Corporation shall promptly inform the Agent in writing during the period of the distribution of the Offered Shares to the public or such longer period of time, if any, during which the Prospectus continues to be current, of the full particulars of any material change (actual, anticipated or threatened):
  - (i) in any material fact contained or referred to in the Preliminary Prospectus or Prospectus, or any amendment thereto, which is, or may be, of such a nature as to make any such fact untrue, false or misleading at the time and in light of the circumstances under which it was made;
  - (ii) in any statements, facts, data, personal information form or materials provided to the Agent with respect to the directors and officers of the Corporation or, any potential Qualifying Transaction; or
  - (iii) in any of the representations and warranties contained in Article 7 of this Agreement.

The Corporation shall file under the Securities Legislation, as soon as reasonably possible, and in any event within any statutory limitation therefor, such new or correcting information, amendments and other documents as the Securities Legislation may require. The Corporation shall further provide the Agent with such copies of such information, amendments or other documents as the Agent may reasonably require. The terms

“material change” and “material fact” shall have the meanings ascribed thereto by the Securities Legislation.

- (d) The Corporation shall in good faith discuss with the Agent any change in circumstances which is of a nature that there is reasonable doubt as to whether notice in writing need be given to the Agent pursuant to Section 8.1(c) hereof.
- (e) During the period of distribution to the public of the Offered Shares, or such longer period of time, if any, while the Prospectus continues to be current, the Corporation will advise the Agent promptly of any request of the Commissions or Exchange for an amendment of the Prospectus or for any additional information, of the issuance by the Commissions, Exchange or any other securities commission, stock exchange or similar regulatory authority, of any cease trading order, halt order or similar order relating to the Common Shares or Offered Shares or the use of the Prospectus, or of the institution or threat of institution of any proceedings for that purpose or of the receipt by the Corporation of any communication from the Commissions, Exchange or any other securities commission, stock exchange or similar regulatory authority relating to the Prospectus or the offering of the Offered Shares. The Corporation will use its commercially reasonable efforts to prevent the issuance of any such cease trading order or halt order and, if issued, to obtain the withdrawal thereof as soon as possible.
- (f) The Corporation will deliver, from time to time without charge, to the Agent as many copies of the Prospectus (and in the event of an amendment thereto, of such amended Prospectus) as the Agent may reasonably request for the purposes contemplated hereunder and by the Securities Legislation and such delivery shall constitute the consent of the Corporation to the use thereof in connection with offering the Offered Shares to the public, subject to the provisions of the Securities Legislation relating thereto.
- (g) On or before the Closing Date, the Corporation shall take or cause to be taken all steps and proceedings (including but not limited to the filing of the Prospectus and the obtaining of a receipt for the Prospectus from the Commissions under the Securities Legislation), necessary in order to qualify for distribution the Offered Shares for sale to Subscribers resident in the Offering Jurisdictions through the Agent and its sub-agents, if any, retained pursuant to Section 2.2 hereof, and to qualify for distribution the Agent’s Option and the CPC Options.
- (h) On the Closing Date, the Corporation shall deliver to the Agent evidence of all necessary approvals for the Offering.
- (i) The Corporation shall deliver to the Agent at the Closing a legal opinion of the Corporation’s legal counsel addressed to the Agent and to the Agent’s Counsel, in form a substance satisfactory to the Agent and the Agent’s Counsel, with respect to such matters as the Agent and the Agent’s Counsel may reasonably request relating to the status of the Corporation and the distribution under the Prospectus.
- (j) The Corporation shall deliver to the Agent at the Closing a certificate signed by the Chief Executive Officer of the Corporation, or such other director or officer of the Corporation as the Agent may accept, dated as of such date addressed to the Agent to the effect that:

- (i) the representations and warranties of the Corporation contained in this Agreement are true and correct as at the Closing Date with the same force and effect as if made at and as at the Closing Date after giving effect to the transactions contemplated hereby;
  - (ii) the Corporation has duly complied with all covenants and satisfied all the conditions herein on its part to be performed or satisfied;
  - (iii) no order suspending the sale or ceasing the trading of the Common Shares or any other securities of the Corporation has been issued and no proceedings for that purpose have been instituted or are pending or are, to the knowledge of such officer, contemplated or threatened by the Commissions, Exchange, or any other securities commission, stock exchange and similar regulatory authority;
  - (iv) such officer has carefully examined the Prospectus, and since the respective dates as of which information is given in the Prospectus, except as set forth in and contemplated thereby, the Corporation has not incurred any material liabilities or obligations (absolute, accrued, contingent or otherwise), or entered into any transaction not in compliance with the CPC Policy; there has been no material change in the assets, financial position, business or results of operations of the Corporation; and, to the best of the knowledge and information of such officer and/or director, there has occurred no event and no state or fact exists that, under Securities Legislation, is required to be set forth in an amended Prospectus that has not been so set forth; and
  - (v) no event of material default under any agreement or instrument to which the Corporation is a party has occurred and no event which with the giving of notice or the passage of time or both would constitute an event of material default under any such agreement or instrument has occurred and is continuing.
- (k) The Corporation shall deliver to the Agent at the Closing the documentation provided for in Section 5.1 and such other documents and certificates that the Agent may reasonably require, including delivery of the certificates representing the Offered Shares.
- (l) The Corporation shall take all necessary steps to complete and file with the Exchange its application for listing with all other documentation required by the Exchange, to allow for the listing of the Common Shares on the Exchange prior to Closing.
- (m) The net proceeds received by the Corporation from the sale of the Offered Shares and any Common Shares sold prior to the date of the Prospectus will be applied for the specific purposes more particularly set out under "Use of Proceeds" in the Prospectus and in compliance with the provisions of the CPC Policy.
- (n) At the Time of Closing, the Corporation shall deliver to the Agent, the Agent's Option and payment of the Agent's Commission, fees and expenses as provided for in Articles 2 and 9 hereof.
- (o) At the Time of Closing, the Offered Shares shall have been made "eligible" by CDS Clearing and Depository Services Inc. ("CDS") without any restrictions and counsel to

the Corporation shall have provided written confirmation from CDS of such eligibility to Agent's Counsel.

- (p) The Closing shall occur at the Time of Closing at the offices of the Corporation's counsel, or such other location as may be agreed to between the Corporation and the Agent.
- (q) Subject to any exemptions from the CPC Policy granted or permitted by the Exchange, until the Corporation completes a Qualifying Transaction, the Corporation will comply in all material respects with all applicable provisions of the CPC Policy. The Corporation will use its commercially reasonable efforts to maintain its status as a reporting issuer not in default of any Securities Legislation in the Offering Jurisdictions for a period of 24 months following the date that its Common Shares are listed and posted for trading on the Exchange and will use its commercially reasonable efforts to maintain its listing on the Exchange during such 24 months and to complete a Qualifying Transaction within 24 months.
- (r) During the period commencing with the date hereof and ending on the Closing Date (unless otherwise specified), it will promptly provide to the Agent and the Agent's Counsel, for review, prior to filing or issuance of the same, any proposed public disclosure document, including without limitation, any press release (including any press release issued after the Closing Date related to this Agreement and the Offering) or material change report and Corporation will use its commercially reasonable efforts to agree with the Agent as to the form and substance of such document and an appropriate legend regarding US distribution shall be included on any press release as follows: "Not for distribution to United States newswire services or for dissemination in the United States" and "These securities have not been and will not be registered under the United States *Securities Act of 1933*, as amended, or the securities laws of any state, and may not be offered or sold in the United States unless an exemption from registration is available. This press release does not constitute an offer to sell or the solicitation of any offer to buy these securities in the United States".
- (s) The Corporation will obtain confirmation from the Exchange that the Offered Shares and Agent's Shares will be listed on the Exchange as of the Closing Date (the "**Confirmation**"). The Corporation acknowledges that the Agent is relying on the Confirmation with respect to sales of the Offered Shares into registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered education savings plans, registered disability savings plans and tax-free savings accounts and agrees that, if the Corporation has fulfilled its obligations in the previous sentence by obtaining a Confirmation and if the Exchange does not issue a bulletin in relation to the listing of the Offered Shares and Agent's Shares at the close of market on the business day before the Closing, the Corporation will immediately notify the Agent and Closing may be delayed, at the sole discretion of the Agent.
- (t) Without the prior written consent of the Agent, such consent not to be unreasonably withheld, the Corporation agrees not to issue, or announce the intention to issue, any Common Shares or any securities convertible into or exchangeable for or exercisable to acquire Common Shares for a period commencing on the date hereof and ending 120 days following the Closing Date, except in connection with:

- (i) exercise of stock options and other similar issuances pursuant to any existing employee share incentive plans of the Corporation and other share compensation arrangements outstanding as of the date hereof;
- (ii) warrants outstanding as of the date hereof;
- (iii) as full or partial consideration for a bona fide, arm's length acquisition by the Corporation; and
- (iv) the issuance of common shares or securities convertible into or exchangeable for or exercisable to acquire common shares of the Corporation to third parties pursuant to existing rights of participation or other similar arrangements.

Further, the Corporation shall use reasonable efforts to cause its executive officers and directors to enter into agreements on terms and conditions satisfactory to the Agent in which they will covenant and agree that they will not, for a period commencing on the date hereof and ending 120 days following the Closing Date, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares held by them, directly or indirectly, without first obtaining the written consent of the Agent, which consent will not be unreasonably withheld or delayed, and will not be withheld upon the occurrence of a take-over bid or similar transaction involving a change of control of the Corporation.

- 8.2. It is understood that the Agent may waive, in whole or in part, non-compliance with any of the conditions or other matters contained herein or extend the time for compliance therewith without prejudice to its rights in respect of any other condition or conditions or any other subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agent only if it is in writing.

## **ARTICLE 9 EXPENSES**

- 9.1. All costs and expenses of or incidental to the transactions contemplated herein and the issue and sale of the Offered Shares hereunder, whether or not the offering of the Offered Shares is completed or this Agreement is terminated, are to be assumed and paid by the Corporation, including without limiting the generality of the foregoing, (i) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Shares, (ii) the fees and expenses of the Corporation's auditors and legal counsel, (iii) all costs incurred in connection with the preparation of documentation related to the offering (including, but not limited to, the Preliminary Prospectus and the Prospectus) and (iv) all reasonable documented out-of-pocket expenses incurred by the Agent in connection with the Offering (the "**Agent's Expenses**"), including the reasonable fees and disbursements (inclusive of applicable taxes) of the Agent's Counsel as set out in the Engagement Letter, plus applicable taxes and disbursements. The Agent's Expenses shall be payable on the Corporation receiving an invoice for such expenses, costs and disbursements from the Agent, and

at the option of the Agent, may be deducted from the Subscription Funds otherwise payable to the Corporation at the Closing.

## ARTICLE 10 INDEMNIFICATION OF AGENT

- 10.1. In connection with the engagement of the Agent by the Corporation pursuant to this Agreement (the “**Engagement**”), the Corporation agrees, to indemnify and hold harmless the Agent and its affiliates and each of its directors, officers, employees, partners, agent, shareholders and legal counsel (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”), from and against any and all losses, claims (including shareholder actions, derivative or otherwise), actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, expenses and taxes of its counsel that may be incurred in advising with respect to and/or defending any action, suit, proceedings, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the “**Claims**”) to which any 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, the Engagement, whether performed before or after the Corporation’s execution of this Agreement 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. In case any action, suit, proceeding or claim is brought against an Indemnified Party, or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such action, suit, proceeding, claim or investigation of which the Indemnified Party has knowledge and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected, acting reasonably, and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Corporation of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Corporation of substantive rights or defences.
- 10.2. No admission of liability and no settlement, compromise or termination of any action, suit, proceeding, claim or investigation shall be made without the consent of the Corporation and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld. Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party, unless:
- (a) employment of such counsel has been authorized in writing by the Corporation;
  - (b) the Corporation 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 both the Corporation and the Indemnified Party and the Indemnified Party shall have been advised by counsel to the Indemnified

Party that there may be a conflict of interest between the Corporation and the Indemnified Party; or

- (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Corporation such that there may be a conflict of interest between the Corporation and the Indemnified Party; in which case such fees and expenses of such counsel to the Indemnified Party will be for the account of the Corporation. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.

- 10.3. The Corporation also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting claims on behalf of or in right of the Corporation for or in connection with the Engagement except to the extent any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily from the negligence, fraud or wilful misconduct of such Indemnified Party. The Corporation will not, without the Indemnified Party's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim.
- 10.4. The indemnity set out in this Article 10 shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such losses, expenses, claims, actions, damages or liabilities to which the Indemnified Party may be subject were primarily caused by the negligence, fraud or wilful misconduct of the Indemnified Party.
- 10.5. The Corporation agrees to waive any right the Corporation may have of first requiring the Indemnified Party to proceed against or enforce any right, power, remedy or security or claim payment from any other person before claiming under this indemnity. If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to any Indemnified Party or is insufficient to hold the any Indemnified Party harmless, the Corporation shall contribute to the amount paid or payable to the Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation or its shareholders on the one hand and the Indemnified Party on the other hand but also the relative fault of the Corporation or any Indemnified Party as well as any relevant equitable considerations, provided that the Corporation shall in any event contribute to the amount paid or payable to an Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees actually received by the Indemnified Party. Notwithstanding any other provision herein, the Agent shall not in any event be liable to contribute, in the aggregate, any amounts in excess of any fee actually received by the Agent and the Corporation shall be responsible for the balance, whether or not they have been sued.
- 10.6. The Corporation hereby constitutes the Agent as trustee for each of the other Indemnified Parties of the covenants of the Corporation 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.

- 10.7. The Corporation agrees to reimburse the Agent and any Indemnified Party monthly for the time spent by their respective personnel in connection with any Claim at their normal per diem rates. The Corporation also agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of the Corporation, or the Corporation and the Agent, and personnel of the Agent shall be required to testify, participate or respond in respect of or in connection with the Engagement, the Agent shall have the right to employ its own counsel in connection therewith and the Corporation will reimburse the Agent and any Indemnified Party monthly for the time spent by their respective 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 fees and disbursements of the Agent's and any Indemnified Party's counsel.
- 10.8. The obligations of the Corporation hereunder are in addition to any liabilities, which the Corporation may otherwise have to the Agent or any other Indemnified Party.
- 10.9. The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties of the Agent and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, the Agent and any of the Indemnified Parties of the Agent. The foregoing provisions shall survive the Closing, the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement.

## **ARTICLE 11 ADDITIONAL CONDITIONS OF THE AGENT'S OBLIGATIONS**

- 11.1. In addition to any other remedies which may be available to the Agent under this Agreement, the Agent shall be entitled, at its option, to terminate and cancel, without any liability on the Agent's part, the Agent's obligations under this Agreement by written notice to that effect given by the Agent to the Corporation, if:
  - (a) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is instituted, announced or threatened or any order is issued by any federal, provincial, state, municipal, local or other governmental or body, domestic or foreign, any subdivision or authority of any of the foregoing or any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above (collectively, "**Governmental Authority**"), including, without limitation, the Exchange, or otherwise in respect of the Corporation or any of its directors and officers (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Agent); or there is any change of law, or the interpretation or administration thereof; or any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Corporation is made by a Governmental Authority and that order is still in effect, which in the reasonable opinion of the Agent operates to prevent or restrict the trading in the securities of the Corporation including, without limitation, the Offered Shares and Common Shares of the Corporation, or the distribution of the Offered Shares, Common Shares of the Corporation or which in the

reasonable opinion of the Agent, acting in good faith, could be expected to have a material adverse effect on the market price or value of the Offered Shares or Common Shares;

- (b) there shall be any material change in the affairs of the Corporation, or there should be discovered any previously undisclosed material fact (other than facts relating solely to the Agent), which, in the reasonable opinion of the Agent, has or would be expected to have a significant adverse effect on the market price or value of the Common Shares of the Corporation;
- (c) if any new or amended Prospectus discloses information which, in the Agent's sole opinion, results at any time prior to the Time of Closing in the Subscribers of a material amount of the Offered Shares exercising their rights under the Securities Legislation to withdraw from or rescind their purchase thereof;
- (d) there should develop, occur or come into effect or existence any event, action, state, condition or occurrence of national or international consequence, acts of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions or any action, law, regulation or inquiry which, in the reasonable opinion of the Agent, materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or the United States, or the business, operations or affairs of the Corporation or the market price or value of the Common Shares of the Corporation;
- (e) the Agent's due diligence investigations reveal any material adverse information concerning the Corporation, that as of the date hereof has not already been publicly disclosed, and which, in the reasonable opinion of the Agent, has or would be expected to have a significant adverse effect on the market price or value of the Common Shares of the Corporation;
- (f) the state of the financial markets in the jurisdictions where it is planned to market the Offered Shares is such that, in the reasonable opinion of the Agent, the Offered Shares cannot be marketed profitably; or
- (g) the Corporation is in breach of any material term, condition or covenant of this Agreement or any of the representations and warranties made by the Corporation in this Agreement is false or becomes false.

In the event of any such termination pursuant to the provisions of this Article 11, the Corporation's obligations under this Agreement shall be at an end save and except that the Corporation shall be liable to make payment of such of the costs and expenses provided for in Articles 2 and 9 to be payable by the Corporation, as shall previously have been incurred by the Agent and the indemnities contained in Article 10 shall remain in full force and effect.

- 11.2. The Agent, at its sole discretion, may terminate this Agreement in writing if a final receipt for the Prospectus is not issued within 120 days of the reference date of this Agreement.

**ARTICLE 12**  
**NOTICE**

12.1 Any notice under this Agreement shall be given in writing and either sent by facsimile, delivered or mailed by prepaid post to the party to receive such notice at the address indicated below, or at such other address as any party may hereafter designate by notice in writing to each of the others:

(a) to the Corporation at:

Matchpoint Ventures Corp.  
666 Burrard Street, Suite 1700  
Vancouver, British Columbia  
V6C 2X8  
Attention: Laurence Rose  
Email: [redacted]

with a copy to:

Stikeman Elliott LLP  
666 Burrard Street, Suite 1700  
Vancouver, British Columbia  
V6C 2X8  
Attention: Neville J. McClure  
Email: [redacted]

(b) to the Agent at:

Independent Trading Group (ITG), Inc.  
33 Yonge Street, Suite 420  
Toronto, Ontario  
M5E 1G4  
Attention: Sean Debotte  
Email: [redacted]

with a copy to:

Dickinson Wright LLP  
Commerce Court West  
199 Bay Street, Suite 2200  
Toronto, Ontario  
M5L 1G4  
Attention: Andre G. Poles  
Email: [redacted]

If such notice is sent by facsimile or is delivered, it shall be deemed to have been given at the time of receipt of the facsimile or delivery; if such notice is sent by mail, it shall be deemed to have been received five Business Days following the date of mailing thereof. In the event of a strike or other disruption in

postal service at or prior to the time a notice is deemed to have been received, such notice shall be delivered or sent by facsimile.

### **ARTICLE 13 MISCELLANEOUS**

- 13.1. Time shall be of the essence of this Agreement.
- 13.2. All warranties, representations, covenants and agreements of the Corporation herein contained or contained in certificates or documents submitted pursuant to or in connection with the transactions provided for herein shall survive Closing 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.
- 13.3. This Agreement shall be construed and enforced in accordance with and the rights of the parties hereto shall be governed by the laws of the Province of Ontario. Each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.
- 13.4. This Agreement supersedes all other agreements, documents, letters, writings and oral understandings among the parties relating to the subject matter hereof, including without limitation the Engagement Letter, and this Agreement represents the entire agreement between the parties with respect to the subject matter hereof.
- 13.5. If one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- 13.6. This Agreement may be executed and delivered in any number of counterparts, including by facsimile or other form of electronic communication, each of which when so executed will be deemed to be an original and all of which, when taken together, will constitute one and the same agreement. Each of the parties to this Agreement will be entitled to rely on delivery of a facsimile or electronically delivered copy of this Agreement and acceptance by each party of any such facsimile or electronically delivered copy will be legally effective to create a valid and binding agreement between the parties to this Agreement in accordance with the terms of this Agreement.
- 13.7. All the terms and provisions of this Agreement shall be binding upon and enure to the benefit of and be enforceable by the parties hereto, their respective successors and assigns, but shall not be assignable without the prior written consent of the other party hereto.
- 13.8. The Corporation: (i) acknowledges and agrees that the Agent has certain statutory obligations as a registrant under the Securities Legislation and has fiduciary relationships with its clients; (ii) acknowledges and agrees that the Agent is not a fiduciary of the Corporation; and (iii) consents to the Agent acting hereunder while continuing to act for its clients. To the extent that the Agent's statutory obligations as a registrant under the Securities Legislation or fiduciary relationships with its clients conflicts with its obligations hereunder, the Agent shall be entitled to fulfil its statutory obligations as a registrant under the Securities Legislation and its duties to its clients. Nothing in this Agreement shall be interpreted to prevent the Agent from fulfilling its statutory obligations as a registrant under the Securities Legislation or to act as a fiduciary of its clients.

- 13.9. The parties hereto have required that this Agreement, as well as any notice, document or proceeding relating hereto be written in English. Les parties aux présentes ont exigé que le présent contrat ainsi que tout autre avis, document ou procédure s'y rapportant soit rédigé en anglais.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement, the day and year first above written.

**MATCHPOINT VENTURES CORP.**

Per: (signed) "*Laurence Rose*"

\_\_\_\_\_  
Name: Laurence Rose

Title: Chief Executive Officer

**INDEPENDENT TRADING GROUP (ITG), INC.**

Per: (signed) "*Dave Houlding*"

\_\_\_\_\_  
Name: Dave Houlding

Title: Chairman & Head of Trading