AGENCY AGREEMENT

THIS AGREEMENT dated for reference the 27th day of August, 2021 is made

BETWEEN

DEAL PRO CAPITAL CORPORATION
Suite 2100, Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

(the "**Issuer**");

AND

HAMPTON SECURITIES LIMITED
141 Adelaide Street West, Suite 1800
Toronto, Ontario M5H 3L5

(the "**Agent**").

WHEREAS:

A. The Issuer wishes to raise money in accordance with the CPC Policy (as defined herein) for the purposes set forth in the Prospectus (as defined herein), which is to be filed by the Issuer with the Commissions (as defined herein) and the Exchange (as defined herein), by offering for sale the Shares (as defined herein) at the Offering Price (as defined herein);

B. The Issuer wishes to appoint the Agent to distribute the Shares and the Agent is willing to accept the appointment on the terms and conditions of this Agreement;

THE PARTIES to this Agreement therefore agree:

1. DEFINITIONS

In this Agreement:

(a) "Agent's Commission" has the meaning given to it in Section 7.1 of this Agreement;

(b) "Agent's Warrant" means the non-transferable option to purchase common shares of the Issuer to be issued to the Agent as part of the compensation to be paid by the Issuer to the Agent and which have the terms provided in Section 7.2 of this Agreement;

(c) "Agent's Warrant Shares" means any common shares in the capital of the Issuer that may be issued on exercise of the Agent's Warrants;

(d) "Agreement in Principle" has the meaning defined in the CPC Policy;

(e) “Applicable Legislation” means any statute, regulation, rule, decree, code, voluntary restraint, guideline, decision, judgment, ruling, award, policy or order of a Governmental Entity, and any of their provisions, including the provisions or principles of civil and common law and of equity, binding on or affecting the Person referred to in the context in which that word is used, the *Securities Act* (Alberta), the *Securities Act* (British Columbia) and the *Securities Act* (Ontario), the regulations and rules made thereunder, all administrative policy statements, blanket orders, notices, directions and rulings issued by the Commissions and the rules and policies of the Exchange, in particular, the CPC Policy;

(f) “Approval Date” means the date the Shares commence trading on the Exchange;

(g) “Business Day” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario;

(h) “CDS Confirmation” has the meaning given to it in Section 9.2 of this Agreement;

(i) “Certificates” means the certificates representing the Shares and Agent’s Warrants;

(j) “Closing” means the closing of the purchase and sale, and the issuance by the Issuer, of the Shares;

(k) “Closing Day” means such day following the Offering Day as may be agreed to by the Issuer and the Agent upon which the closing of the Offering shall take place;

(l) “Commissions” means the securities commissions or securities regulatory authorities, as applicable, in the Selling Provinces;

(m) “Corporate Finance Fee” means the fee to be paid to the Agent by the Issuer in consideration of the Agent’s services in connection with the coordination and review of the Prospectus, as more particularly set out in Section 7.4 of this Agreement;

(n) “CPC Policy” means Policy 2.4 of the Exchange entitled “Capital Pool Companies” as may be amended by the Exchange from time to time;

(o) “Distribution” means the distribution or sale of the Securities pursuant to the Prospectus;

(p) “Effective Date” means the date on which a Final Receipt is issued by the Principal Regulator;

(q) “Exchange” means the TSX Venture Exchange Inc.;

(r) “Final Receipt” means the receipt issued for the final Prospectus, or any amendment thereto, by the Principal Regulator pursuant to NP 11-202, representing a final receipt for the Prospectus in each of the Selling Provinces;

(s) “Governmental Entity” means (i) any multinational, federal, provincial, state, municipal or local government or public body or any department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of those entities; or (iii) any public, quasi-governmental or private body exercising a regulatory, expropriation or taxing authority under or for the account of those entities;

(t) “Incentive Stock Options” means the options to be granted to directors and officers of the Issuer entitling the holders thereof to purchase up to an aggregate of 250,000 common shares of the Issuer in the event of the minimum offering and 450,000 common shares of the Issuer in the event of the maximum offering at a price of $0.10 per common share for a period of ten years from the date of grant;

(u) “Indemnitor” has the meaning given to it in Section 15.1 of this Agreement;

(v) “Material Change” has the meaning defined in the Applicable Legislation;

(w) “Material Fact” has the meaning defined in the Applicable Legislation;

(x) “Minimum Subscription” has the meaning given to it in Section 8.1 of this Agreement;

(y) “Misrepresentation” has the meaning defined in the Applicable Legislation;

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

(aa) “Offering” means the offering of the Shares under the Prospectus;

(bb) “Offering Day” means the day chosen by the Agent and the Issuer in accordance with Section 5.2 to contract the purchases of Shares by the purchasers;

(cc) “Offering Price” means $0.10 per Share;

(dd) “Officer’s Certificate” has the meaning given to it in Section 6.1(c) of this Agreement;

(ee) “Person” means an individual, a legal Person (before or after it comes into existence), a partnership, a trust, a Governmental Entity as well as any other entity or any group of Persons;

(ff) “Personnel” has the meaning given to it in Section 15.1 of this Agreement;

(gg) “Preliminary Receipt” means the receipt issued for the preliminary Prospectus by the Principal Regulator pursuant to NP 11-202;

(hh) “Principal Regulator” means the Ontario Securities Commission;

(ii) “Proceeds” means the gross proceeds of the Offering, less:

(i) the Agent’s Commission;

(ii) the Corporate Finance Fee;

(iii) the expenses of the Agent in connection with the Offering which have not been repaid by the Issuer pursuant to Section 14.1; and

(iv) any amount already received by the Issuer;

(jj) "Prospectus" means collectively the preliminary prospectus and the final prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to the preliminary prospectus and final prospectus which may be filed with the Regulatory Authorities;

(kk) "Qualifying Transaction" has the meaning defined in the CPC Policy;

(ll) "Regulatory Authorities" means the Commissions and the Exchange;

(mm) "Securities" means the Shares, the Incentive Stock Options, the Agent's Warrants and the Agent's Warrant Shares;

(nn) "Selling Provinces" means British Columbia, Alberta and Ontario and such other provinces as may be agreed to by the Issuer and the Agent;

(oo) "Shares" means a minimum of 2,500,000 previously unissued common shares of the Issuer and a maximum of 4,500,000 previously unissued common shares of the Issuer to be offered by the Issuer pursuant to this Agreement having the terms provided in this Agreement;

(pp) "Significant Assets" has the meaning defined in the CPC Policy;

(qq) "Sponsor" has the meaning defined in Exchange Policy 2.2 entitled "Sponsorship and Sponsorship Requirements" as may be amended by the Exchange from time to time; and

(rr) "Subscribers" means those persons who subscribe for the Shares under the Offering through the Agent or through such other registrants retained by the Agent as sub-agents to sell subscriptions in conjunction with the Agent.

2. APPOINTMENT OF AGENT

Subject to the terms hereof, the Issuer appoints the Agent as its exclusive agent and the Agent accepts the appointment and will act as the exclusive agent of the Issuer to offer the Shares for sale under the Prospectus at the Offering Price on a commercially reasonable efforts basis. The Agent shall use its commercially reasonable efforts to sell the Shares but it is understood and agreed that the Agent shall act as agent only and is under no obligation to purchase any Shares under the Offering.

3. THE SHARES

The Shares will be issued and registered in the names and denominations reasonably requested by the Agent.

4. FILING OF PROSPECTUS

4.1 The Issuer will cause the Prospectus to be filed with the Regulatory Authorities, will deliver all necessary copies of the Prospectus to the Regulatory Authorities and will use commercially reasonable efforts to cause the Prospectus to be accepted by the Regulatory Authorities and have the Final Receipt issued.

4.2 The Issuer will provide the Agent with as many copies of the Prospectus as the Agent reasonably requests.

4.3 Delivery of the Prospectus and any amendment thereto shall constitute a representation and warranty by the Issuer to the Agent that all information and statements (except information and statements relating solely to the Agent or provided by the Agent) contained in the Prospectus and any amendment thereto are true and correct in all material respects at the time of delivery thereof and contain no Misrepresentations and constitute full, true and plain disclosure of all Material Facts relating to the Issuer and the Securities and that no Material Fact or material information has been omitted therefrom (except facts or information relating solely to the Agent or provided by the Agent) which is required to be stated therein or is necessary to make statements of information contained therein not misleading in light of the circumstances under which they were made. Such delivery shall also constitute the Issuer's consent to the Agent's use of the Prospectus, any amendment thereto and any other documents supplied to the Agent by the Issuer for the purpose of the sale of Shares in compliance herewith and with the Applicable Legislation.

5. LISTING APPLICATION AND CONDUCT OF THE OFFERING

5.1 Prior to the Closing Day, the Issuer will make application to list the common shares of the Issuer, including without limitation the Shares, the Agent's Warrant Shares and the common shares of the Issuer underlying the Incentive Stock Options, on the Exchange, and conditional approval of such application must be obtained from the Exchange prior to Closing.

5.2 Following the Effective Date and after consulting with the Exchange, the Issuer and the Agent will set the Offering Day.

5.3 The Offering Day will be on a date on which subscriptions for at least the minimum aggregate amount of Shares to be issued pursuant to the Offering have been accepted by the Issuer, which shall be on or before 5:00 p.m. (Toronto time) on the day that is 90 days from the Effective Date or such other date as the parties may agree and applicable securities laws may allow.

5.4 Immediately after the Offering Day, the Issuer 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 and posting for trading of the common shares of the Issuer on or before the Closing Day.

5.5 The Agent will advise the Issuer and its counsel in writing when the Distribution is complete.

6. OPINIONS AND CERTIFICATES

6.1 On the Closing Day, the Issuer will deliver the following documents to the Agent and its counsel in a form acceptable to the Agent:

(a) evidence of the necessary approval of the Regulatory Authorities for the Offering;

(b) an opinion of counsel for the Issuer, dated as of the Closing Day and addressed to the Agent and its counsel, relating to any legal matter in connection with the creation, issuance and sale of the Securities for which the Agent may reasonably request an opinion;

(c) a certificate of the Issuer, dated as of the Closing Day and signed by the chief executive officer of the Issuer or such other officer approved by the Agent (the "**Officer's Certificate**"), certifying that after a reasonable investigation:

(i) the representations and warranties of the Issuer contained herein are true and correct as at the Closing Day with the same force and effect as if made at and as at the Closing Day after giving effect to the transactions contemplated herein and by the Prospectus;

(ii) the Issuer has duly complied with all covenants and satisfied all the conditions contained herein on its part to be performed or satisfied prior to Closing;

(iii) no order suspending the sale or ceasing the trading of the common shares of the Issuer or any other securities of the Issuer 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 Issuer 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 Issuer; and, to the best knowledge and information of such officer, there has occurred no event and no state or fact exists that, under Applicable 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 Issuer 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; and

(d) any other certificates or opinions in connection with any matter related to the Prospectus which are reasonably requested by the Agent or its counsel.

7. AGENT'S FEE

7.1 In consideration of the services performed by the Agent under this Agreement, in the event subscriptions for all of the Shares are received, the Issuer agrees to pay the Agent a cash commission of 10% of the Offering Price per Share sold, whether purchased by the Agent for its own account or for its clients (the "**Agent's Commission**").

7.2 In consideration for acting as Agent, the Issuer will issue the Agent's Warrants to the Agent, or to members of its selling group as directed by the Agent, entitling the Agent to purchase up to a number of Agent's Warrant Shares as is equal to 10% of the number of Shares issued and sold pursuant to the Offering at the Offering Price. The right to purchase Agent's Warrant Shares under the Agent's Warrants may be exercised at any time up to, and the Agent's Warrants shall expire at 5:00 p.m. (Toronto time) on the day that is 24 months from the Approval Date at the Offering Price. The Agent's Warrants will be non-transferable and non-assignable and one Agent's Warrant will entitle the holder to purchase one Agent's Warrant Share at the Offering Price. The terms governing the Agent's Warrants will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Agent's Warrants Shares upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Issuer's common shares, the payment of stock dividends or the amalgamation of the Issuer. The Agent's Warrants will be qualified for distribution under the Prospectus. The issue of the Agent's Warrants will not restrict or prevent the Issuer from obtaining any other financing, nor from issuing additional securities or rights during the period within which the Agent's Warrants is exercisable.

7.3 Pursuant to the CPC Policy, no more than 50% of the aggregate number of Agent's Warrant Shares may be sold prior to completion of the Qualifying Transaction and the remaining 50% may only be sold after completion of the Qualifying Transaction.

7.4 In consideration of the Agent's services in connection with the coordination and review of the Offering and the Prospectus, the Issuer will pay the Agent, on Closing, the Corporate Finance Fee of $20,000, plus HST.

8. MINIMUM SUBSCRIPTION

8.1 The Offering is subject to a minimum subscription of 2,500,000 Shares (the "**Minimum Subscription**").

8.2 All funds received by the Agent for subscription will be held in trust by the Agent until the minimum subscription has been obtained.

8.3 Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the Subscribers without interest or deduction if the Minimum Subscription is not obtained by 5:00 p.m. (Toronto time) on the Offering Day unless the subscribers have otherwise instructed the Agent.

9. CLOSING

9.1 The Closing will take place on the Closing Day.

9.2 On Closing, if the Issuer has satisfied all of its obligations under this Agreement, the Issuer will deliver the Certificates to the Agent and/or, if requested by the Agent, provide satisfactory confirmation that any Shares not represented by Certificates have been delivered in electronic book entry form through CDS Clearing and Depository Services Inc. (the "**CDS Confirmation**"), against payment of the Proceeds.

9.3 If the Issuer has satisfied all of its obligations under this Agreement, on Closing, the Agent will pay the Proceeds to the Issuer against delivery of the Certificates.

9.4 The obligation of the Agent to pay the Proceeds to the Issuer shall be subject to the following conditions precedent:

(a) completion by the Agent of due diligence on the Issuer to its reasonable satisfaction;

(b) the Issuer shall have performed or complied with each covenant and obligation herein provided on its part to be performed or complied with;

(c) each of the representations and warranties of the Issuer herein shall be true and correct as of the Closing Day as if made on such day, and the Officer's Certificate shall contain a certification to that effect; and

(d) the Issuer shall have, to the satisfaction of the Agent's counsel, taken or caused to be taken all steps and proceedings which may be requisite under the Applicable Legislation to qualify the Distribution of the Shares to the public in the Selling Provinces through registrants who have complied with the provision of the Applicable Legislation, including the filing and the obtaining of the Preliminary Receipt and the Final Receipt.

10. COVENANTS AND OBLIGATIONS OF THE ISSUER

10.1 The Issuer covenants and agrees that it has materially complied with and will abide by and comply with all Applicable Legislation and will complete all filings required of the Issuer under the Applicable Legislation and by the Exchange in connection with the Offering, the Prospectus and the listing of the Shares and the Agent's Warrant Shares.

10.2 The Issuer covenants and agrees that:

(a) it has not and will not carry on any business other than the identification and evaluation of assets or businesses in connection with a potential Qualifying Transaction, until completion of a Qualifying Transaction; and

(b) it has not entered into an Agreement in Principle.

10.3 If, after the Prospectus is filed with the Regulatory Authorities but before the conclusion of the Distribution, a Material Change or change in a Material Fact occurs in the affairs of the Issuer, the Issuer will:

(a) notify the Agent immediately, in writing, with full particulars of the change;

(b) if required by the Applicable Legislation, file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the change occurs, an amendment to the Prospectus in a form acceptable to the Agent disclosing the Material Change; and

(c) provide as many copies of that amendment to the Agent as the Agent may reasonably request.

10.4 The Issuer shall in good faith discuss with the Agent any fact or change in circumstances (actual and anticipated, contemplated or threatened, whether financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice in writing need be given to the Agent pursuant to the previous Subsection.

10.5 Until the Approval Date, the Issuer shall:

(a) notify the Agent of any change proposed to be made in the corporate undertaking of the Issuer;

(b) notify the Agent of any proposed issuance of a control block of securities (meaning a holding of Shares or other securities of the Issuer or both held by a Person or combination of Persons acting jointly or in concert to which are attached more than 20% of the voting rights attached to all outstanding securities of the Issuer carrying voting rights);

(c) notify the Agent of any Agreement in Principle being reached with respect to a Qualifying Transaction;

(d) notify the Agent of any proposed change to the constitution of the board of directors of the Issuer, or to the membership of senior management of the Issuer, including any resignations, terminations or departures of members of the Board of Directors or senior management;

(e) provide the Agent with copies of all financial statements, press releases, promotional materials, material change reports, materials prepared in connection with the Issuer’s annual general meeting and any special meetings of shareholders, annual reports, and financial statements prepared by or for the Issuer forthwith upon preparation or receipt of the same; and

(f) notify the Agent of any circumstances where the Issuer does not expect to comply with a filing deadline imposed by regulatory authorities, such notification to be provided at least 10 Business Days before the deadline;

forthwith upon the proposal of such change, issuance, sale, disposition or agreement.

11. TERMINATION

11.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Issuer at any time before the Closing if:

(a) there is an event, incident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, seriously affects or will seriously affect the financial markets in Canada or the business of the Issuer or the ability of the Agent to perform its obligations under this Agreement or an investor's decision to purchase Shares;

(b) an adverse Material Change or change in a Material Fact relating to any of the Securities occurs or is announced by the Issuer which, in the opinion of the Agent, materially impairs the investment quality or marketability of the Securities;

(c) following a consideration of the affairs of the Issuer or its principals and promoters, or the state of the financial markets in general, or the state of the market for the Issuer's securities in particular, the Agent determines, in its sole discretion, that it is not in the interest of investors to complete the Offering;

(d) the Securities cannot, in the opinion of the Agent, acting reasonably, be marketed due to the state of the financial markets, or the market for the Shares in particular; or

(e) an enquiry or investigation (whether formal or informal) in relation to the Issuer, or the Issuer's directors, officers or promoters, is commenced or threatened by an officer or official of any competent authority.

11.2 The Agent may terminate its obligations under this Agreement at any time if:

(a) any order to cease trading (including communicating with Persons in order to obtain expressions of interest) in the Securities is made by a competent regulatory authority and that order is still in effect;

(b) there is any material breach or non-performance of any of the covenants, representations and warranties of the Issuer contained in this Agreement that has not been rectified or remedied to the satisfaction of the Agent, acting reasonably; or

(c) the Agent determines that any of the representations or warranties made by the Issuer in this Agreement is false or has become false.

11.3 If the Agent exercises its right to terminate this Agreement, then the Issuer will immediately issue a press release setting out particulars of the termination, provided that any press release to be issued by the Issuer shall be subject to prior review and approval by the Agent.

12. WARRANTIES AND REPRESENTATIONS

12.1 The Issuer warrants and represents to the Agent that:

(a) the Issuer is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated;

(b) the Issuer 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 and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document other than the CPC Policy;

(c) the Issuer has full corporate power and authority to carry on its business as now carried on by it and to undertake the Offering and this Agreement has been, or will be by the Closing, duly authorized by all necessary corporate action on the part of the Issuer;

(d) the Issuer has not carried on any business other than the identification and evaluation of assets or business in connection with a potential Qualifying Transaction, except as permitted by the CPC Policy, and will continue to limit its business in this manner until the completion of the Qualifying Transaction;

(e) the Issuer has not entered into an Agreement in Principle;

(f) all of the material transactions of the Issuer have been promptly and 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;

(g) the authorized capital of the Issuer is as disclosed in the Prospectus and the issued and outstanding common shares of the Issuer are fully paid and non-assessable and, except as disclosed in the Prospectus, 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 shares in the capital of the Issuer or any other security convertible into or exchangeable for any such shares, or to require the Issuer to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

(h) the Issuer has no subsidiaries;

(i) the Issuer will reserve or set aside sufficient common shares in its treasury to issue the Shares and Agent's Warrant Shares;

(j) the Prospectus will contain full, true and plain disclosure of all Material Facts in relation to the Issuer, its business and its securities, will contain no Misrepresentations, will be accurate in all material respects and will omit no fact, the omission of which will make such representations misleading or incorrect;

(k) the financial statements of the Issuer which form part of the Prospectus have been prepared in accordance with International Financial Reporting Standards, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer as at the date of the financial statements and there have been no adverse material changes in the financial position of the Issuer since the date thereof, and the business of the Issuer has been carried on in the usual and ordinary course consistent with past practice except as fully and plainly disclosed in the Prospectus;

(l) the auditors of the Issuer who audited the financial statements of the Issuer for the period from incorporation on June 11, 2021 to June 30, 2021 which form part of the Prospectus and who provided their audit report thereon are independent public accountants as required under Applicable Legislation and, to the knowledge of the Issuer, there has never been a reportable disagreement (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present auditors of the Issuer;

(m) the Issuer has complied and will comply in material respects with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, Applicable 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;

(n) the Issuer is in material compliance with all applicable laws, regulations and statutes in the jurisdictions in which it carries on business;

(o) the issue and sale of the Securities by the Issuer 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 Issuer including, without limitation, the Applicable Legislation; (B) the constating documents, by-laws or resolutions of the Issuer which are in effect at the date hereof; (C) any agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which the Issuer is a party or by which it is bound; or (D) any judgment, decree or order binding the Issuer or the property or assets of the Issuer;

(p) the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and, to the knowledge of the Issuer, no such actions, suits or proceedings are contemplated or have been threatened;

(q) there are no judgments against the Issuer which are unsatisfied, nor are there any consent decrees or injunctions to which the Issuer is subject;

(r) there is not presently, and will not be until the conclusion of the Distribution, any Material Change or change in any Material Fact relating to the Issuer which has not been or will not be fully disclosed in the Prospectus;

(s) no order ceasing, halting or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer 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 threatened;

(t) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, 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 amounts due and payable to any governmental authority, to the extent that any of the foregoing is due and payable;

(u) the Issuer 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 Issuer except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer which are known by the Issuer's management to be pending, and there are no claims which have been or, to the best of the Issuer's knowledge, 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 Issuer;

(v) the Issuer 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));

(w) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein; and

(x) the representations and warranties of the Issuer in this Agreement are true and correct and will remain so in all material respects as of the conclusion of the distribution under the Prospectus.

12.2 The Agent warrants and represents, and covenants, as applicable, to the Issuer and acknowledges that the Issuer is relying thereon, that:

(a) it is a valid and subsisting corporation in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated and has all the requisite corporate power and capacity to carry on its business as now conducted;

(b) it has the corporate power, capacity and authority to execute and deliver this Agreement and to perform its obligations set out herein;

(c) this Agreement has been duly authorized, executed and delivered by the Agent and constitutes a legal, valid and binding obligation of the Agent enforceable against the Agent in accordance with its terms, except as enforcement may be limited by general principles of equity, applicable bankruptcy, insolvency, preference and reorganization laws and other laws generally affecting the enforcement of creditors' rights and the availability of discretionary judicial remedies;

(d) it is a member in good standing of the Exchange;

(e) it has complied with and will fully comply with the requirements of all Applicable Legislation, its rules and regulations and the by-laws and rules of the Exchange, in relation to trading in the Securities and all matters relating to the Offering;

(f) it is a registered dealer (or the equivalent) in each jurisdiction in which the Shares will be offered to purchasers pursuant to the Prospectus;

(g) it will conduct activities in connection with arranging for the sale and distribution of the Shares in compliance with Applicable Legislation and provisions of this Agreement;

(h) it will notify the Issuer when, in its sole opinion, the Distribution shall have ceased and provide the Issuer the distribution numbers for each jurisdiction where such breakdown is required for the purpose of calculating fees payable to the Commissions as soon as reasonably possible after Closing;

(i) it will not make any representation or warranty with respect to the Issuer other than as set forth in the Agreement and the Prospectus without the prior approval of the Issuer;

(j) it will not make use of any "greensheet" in respect of the Issuer and the Offering without prior approval of the Issuer;

(k) it is not a "connected issuer" or a "related issuer" within the meaning of National Instrument 33-105 – *Underwriting Conflicts*;

(l) the warranties and representations of the Agent in this Agreement are true and correct and will remain so as of the conclusion of the distribution under the Prospectus; and

(m) it is acquiring the Agent's Warrants as principal for its own account.

13. COVENANTS OF THE AGENT

13.1 The Agent hereby covenants to use its commercially reasonable efforts to solicit subscriptions for all of the Shares in the Selling Provinces and, without limiting the generality of the foregoing, co-operate with the Issuer such that:

(a) at least 500,000 of the Shares (or such lesser number as is acceptable to the Exchange) outstanding on the Closing Day, including the Shares, will be in the Public Float (as "Public Float" is defined in the Exchange's Corporate Finance Manual Policy 1.1); and

(b) to obtain subscriptions for the Shares from at least 150 Subscribers (or such lesser number as is acceptable to the Exchange).

13.2 The Agent hereby covenants to use its commercially reasonable efforts to ensure that:

(a) each of the Subscribers is purchasing at least 1,000 Shares free of Resale Restrictions (as "Resale Restrictions" is defined in the Exchange's Corporate Finance Manual Policy 1.1);

(b) at least 75% of the Shares are purchased by Subscribers, which each individually purchase, directly or indirectly, no more than 2% of the 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), purchase no more than 4% of the Shares; and

(c) each of the Subscribers is not a Non Arm's Length Party to the Issuer (as "Non Arm's Length Party" is defined in the Exchange's Corporate Finance Manual Policy 1.1).

13.3 The Agent hereby covenants and agrees that it will not solicit subscriptions for Shares except in compliance with applicable law, the rules, policies and by-laws of the Exchange and the terms and conditions set forth in the Prospectus and this Agreement.

13.4 The Agent will only solicit subscriptions for Shares from Subscribers resident in the Selling Provinces in compliance with Applicable Legislation (or in such jurisdictions outside of Canada and the United States of America as may be agreed to with the Issuer) and the terms and conditions set out herein and will deliver to each Subscriber a copy of the Prospectus sufficiently in advance of the Closing such that all withdrawal rights under the Applicable Legislation will have expired at the Closing.

13.5 The obligation of the Agent to execute any certificate or deliver any documents pertaining to the Prospectus shall be conditional upon compliance by the Issuer to the date of such execution and delivery with each of its covenants contained in this Agreement to be complied with prior to the filing of the Prospectus.

13.6 The Agent covenants and agrees that it shall:

(a) provide all such notices and documents as may be required in connection with the Offering, including those required for the Prospectus by the orders, policies, rules, regulations, by-laws and procedures of the Commissions and the Exchange which govern public offerings of securities including public offerings of capital pool companies, as amended from time to time;

(b) deliver to the Exchange on Closing, a certificate dated as of the Closing Day, certifying the listing requirements set forth in Sections 3.2(m) and 3.2(n) of Policy 2.3 of the Exchange; and

(c) deliver to the Exchange as soon as reasonably possible after the Closing, a Distribution Summary Statement (Exchange Form 2E) as required by Section 1.4(h) of Policy 2.3 of the Exchange.

14. EXPENSES OF AGENT

14.1 The Issuer will pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering including, without limitation, the fees and expenses of the Agent's legal counsel, subject to a maximum of $20,000 plus taxes and disbursements, all costs and out of pocket expenses incurred in due diligence including related travel expenses, all costs and out of pocket expenses involved in the marketing of the securities including related travel expenses, all costs relating to information meetings and to preparation of audio-visual and other information meetings materials and all costs incurred in connection with preparing and printing other documents and certificates representing the securities, and all applicable taxes.

14.2 The Agent shall obtain the Issuer's prior written consent, such consent not to be unreasonably withheld, for any individual expenditure in excess of $1,000 (excluding the fees and disbursements of the Agent's legal counsel).

14.3 The Issuer will pay the expenses referred to in Subsection 14.1 even if the Prospectus and this Agreement are not accepted by the Regulatory Authorities or 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.

14.4 The Agent may, from time to time, render accounts to the Issuer for its expenses for payment on the dates set out in the accounts.

14.5 The Issuer authorizes the Agent to deduct its reasonable expenses as provided for in Section 14.1 in connection with the Offering from the proceeds of the Offering, including expenses for which an account has not yet been rendered to the Issuer.

14.6 The Agent will, on the Closing Day, deliver to the Issuer a written description and reconciliation of its expenses deducted from the gross proceeds of the Offering.

15. INDEMNITY

15.1 The Issuer (the "**Indemnitor**") hereby agrees to indemnify and hold the Agent and its affiliates, and each and every one of their directors, officers, employees and agents (hereinafter referred to as the "**Personnel**") harmless from and against any and all expenses, losses (other than loss of profits), claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Agent and/or its Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitor by the Agent and its Personnel hereunder or otherwise in connection with the matters referred to in this Agreement (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agent and/or its Personnel, provided that the Indemnitor has agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(a) the Agent and/or its Personnel have been negligent or dishonest or have committed any intentional wrongdoings, wilful misconduct or fraudulent act in the course of such performance; and

(b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the negligence, intentional wrongdoing, wilful misconduct, dishonesty or fraud referred to in clause (a).

15.2 If for any reason (other than the occurrence of any of the events itemized in 15.1(a) and 15.1(b) above), the foregoing indemnification is unavailable to the Agent or any Personnel or insufficient to hold the Agent or any Personnel harmless, then the Indemnitor shall contribute to the amount paid or payable by the Agent or any Personnel as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agent or any Personnel on the other hand but also the relative fault of the Indemnitor and the Agent or any Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Agent or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agent hereunder.

15.3 The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Agent by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or such entities shall investigate the Indemnitor and/or the Agent, and/or any Personnel of the Agent shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Agent, the Agent (unless the defence has been assumed by the Indemnitor) shall have the right to employ its own counsel in connection therewith provided the Agent acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by the Agent's Personnel in connection therewith) and out-of-pocket expenses incurred by their Personnel in connection therewith shall be paid by the Indemnitor as they occur provided that such legal proceeds or investigation has not been initiated primarily to investigate, or on the basis of claims alleging, fraud or regulatory and/or legal non-compliance on part of the Agent.

15.4 Promptly after receipt of notice of the commencement of any legal proceeding against the Agent or any of the Agent's Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agent will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by the Agent to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Agent and/or any Personnel. The Indemnitor shall, on behalf of itself and the Agent and/or any Personnel, as applicable, be entitled to (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Agent and/or any Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Agent and/or any Personnel, as applicable, and none of the Agent and/or any Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. The Agent and its Personnel shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided the Agent acts reasonably in selecting such counsel.

15.5 The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have to the Agent and, shall extend upon the same terms and conditions to the Personnel of the Agent and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agent and any of the Personnel of the Agent. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of this Agreement.

15.6 No admission of liability and no settlement of any claim shall be made: (i) by the Indemnitor without the prior written consent of the Agent; or (ii) by the Agent or their Personnel without the prior written consent of the Indemnitor.

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 Shares, 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 written consent of the Issuer and notice has been given to and accepted by the Regulatory Authorities.

16.2 The Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investments dealers at no additional cost to the Issuer provided any commissions or warrants to be received by such selling groups shall be solely for the account of the Agent.

17. NOTICE

17.1 Any notice under this Agreement will be given in writing and must be delivered, sent by electronic mail or mailed by prepaid post and addressed to the party to which notice is to be given at the address indicated above, or at another address designated by such party in writing.

17.2 If notice is sent by electronic mail or is delivered, it will be deemed to have been given at the time of transmission or delivery.

17.3 If notice is mailed, it will be deemed to have been received 48 hours following the date of mailing of the notice.

17.4 If there is an interruption in normal mail service due to strike, labour unrest or other cause at or prior to the time a notice is mailed the notice will be sent by facsimile transmission or will be delivered.

18. TIME

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

19. RIGHT OF FIRST REFUSAL

Upon the closing of the Offering, the Issuer shall grant the Agent a right of first refusal (i) to act as the Sponsor for the Issuer's Qualifying Transaction, in the event one is required by the Exchange, and (ii) in connection with all brokered equity financings the Issuer proposes to undertake, until that day which is the earlier of: (a) the date of the closing of the Issuer's Qualifying Transaction; and (b) the day which falls 24 months from the Closing Day. Within such period, the Issuer agrees to deliver to the Agent written notice of the terms of any proposed brokered equity financing, or proposed engagement by another dealer for a brokered equity financing or to act as Sponsor. Upon receipt of notice from the Issuer of any of the transactions described above, the Agent shall have 10 days to deliver an engagement agreement, or waive this right. Should the Agent waive its right of first refusal, the right shall be terminated for that specific transaction only.

20. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and indemnities of the parties contained in this Agreement will survive the closing of the purchase and sale of the Securities.

21. LANGUAGE

Wherever a singular or masculine expression is used in this Agreement, that expression is deemed to include the plural, feminine or the body corporate where required by the context.

22. ENUREMENT

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

23. CURRENCY

Unless otherwise specified, all amounts expressed in dollars in this Agreement are in Canadian dollars.

24. REFERENCE

Unless the context otherwise requires, any reference in this Agreement to a specific part, section, clause or rule of a statute or regulation refers to it as it may be amended, re-enacted or replaced.

25. HEADINGS

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

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes any other previous agreement between the parties with respect to the Offering (including the engagement letter dated June 21, 2021) and there are no other terms, conditions, representations or warranties whether express, implied, oral or written by the Issuer or the Agent.

27. COUNTERPARTS

This Agreement may be executed in two or more counterparts, including by electronic mail, 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.

28. LAW

This Agreement and its application and interpretation will be governed exclusively by the laws prevailing in Ontario and the laws of Canada. The parties to this Agreement consent to the jurisdiction of the courts of Ontario, which courts shall have exclusive jurisdiction over any dispute of any kind arising out of or in connection with this Agreement.

[Signature Page Follows]

This document was executed and delivered as of the date given above.

DEAL PRO CAPITAL CORPORATION

Per: “*Harold Wolkin*”
Name: Harold Wolkin
Title: Chief Executive Officer

HAMPTON SECURITIES LIMITED

Per: “*Andrew Deeb*”
Name: Andrew Deeb
Title: Managing Director - Investment Banking