

AGENCY AGREEMENT

THIS AGREEMENT is made as of the 2nd day of November, 2017.

BETWEEN:

TWO OWLS VENTURES CORP., a company incorporated under the laws of British Columbia, with an office in the City of Vancouver, Province of British Columbia;

(the “**Corporation**”)

-and-

LEEDE JONES GABLE INC., a corporation incorporated under the laws of Canada, with an office in the City of Vancouver, in the Province of British Columbia;

(the “**Agent**”)

WHEREAS:

- A. The Corporation wishes to raise funds by the sale of Common Shares in the Offering Jurisdictions;
- B. The Corporation has agreed to file a Prospectus in accordance with the Securities Legislation in order to qualify the distribution of the Offered Common Shares and the Agent’s Option; and
- C. The Corporation has agreed to retain the Agent as its exclusive agent to solicit subscriptions for the Offered Common Shares on a commercially reasonable efforts basis, and the Agent has agreed to act in such capacity upon the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 For the purposes of this Agreement, including the recitals and any amendment hereto, the following words and phrases shall have the following meanings:

- (a) “**Agent's Commission**” has the meaning ascribed thereto in Section 3.1;
- (b) “**Agent’s Option**” means the irrevocable and non-transferable option to purchase up to 400,000 Common Shares, at a price of \$0.10 per Common Share up to the date that is 24 months from the day the Offered Common Shares of the Corporation are listed and posted for trading on the Exchange, to be granted by the Corporation to the Agent in accordance with Section 3.4;

- (c) “**Agent’s Option Agreement**” has the meaning ascribed thereto in Section 3.4;
- (d) “**Agent’s Option Shares**” means the Common Shares to be issued on exercise of the Agent’s Option;
- (e) “**Agreement**” means this agreement and the schedules hereto;
- (f) “**Agreement in Principle**” has the meaning given in the Policy;
- (g) “**Closing**” means the closing of the issue and sale of the Offered Common Shares as herein contemplated;
- (h) “**Closing Date**” means the date upon which the Closing occurs, which date shall be determined by agreement between the Corporation and the Agent and shall not be later than the last day of the Offering Period;
- (i) “**Commission**” or “**Commissions**” means the British Columbia Securities Commission and the Alberta Securities Commission;
- (j) “**Common Shares**” means common shares in the capital of the Corporation;
- (k) “**Completion of the Qualifying Transaction**” has the meaning given in the Policy;
- (l) “**Corporate Finance Fee**” has the meaning ascribed thereto in section 3.2;
- (n) “**Exchange**” means the TSX Venture Exchange Inc.;
- (o) “**Material Change**” has the meaning given in the *Securities Act* (British Columbia);
- (p) “**Material Fact**” has the meaning given in the *Securities Act* (British Columbia);
- (q) “**Minimum Offering**” means 4,000,000 Common Shares;
- (r) “**Non Arm's Length Party to the CPC**” has the meaning given in the Policy;
- (s) “**Non Arm's Length Party to the Qualifying Transaction**” has the meaning given in the Policy;
- (t) “**Offering**” means the offer by the Corporation to sell the Offered Common Shares as contemplated by the Prospectus and this Agreement;
- (u) “**Offered Common Shares**” means 4,000,000 Common Shares offered for sale by the Corporation at a price of \$0.10 per Offered Common Share as contemplated by the Prospectus and this Agreement;
- (v) “**Offering Jurisdictions**” means the Provinces of British Columbia and Alberta;
- (w) “**Offering Period**” means the period of 90 days from the date of issuance of the final receipt by the Commissions or if a receipt is issued for an amendment to the Prospectus, 90 days after the date of such receipt, and in any event, no later than 180 days after the final receipt;

- (x) **“Policy”** means Policy 2.4 of the Exchange entitled “Capital Pool Companies”;
- (y) **“Preliminary Prospectus”** means the preliminary prospectus of the Corporation duly approved, signed, certified and filed in accordance with the Securities Legislation;
- (z) **“Prospectus”** means the prospectus of the Corporation, (and in Article 5, includes the Preliminary Prospectus) and any amendment thereof, duly approved, signed, certified and filed in accordance with the Securities Legislation qualifying the Offered Common Shares for distribution in the Offering Jurisdictions and qualifying the Agent’s Option for distribution in the Offering Jurisdictions;
- (aa) **“Qualifying Transaction”** has the meaning given in the Policy;
- (bb) **“Securities Legislation”** means the *Securities Act* (British Columbia) and the *Securities Act* (Alberta), and the regulations and rules thereto and the policy statements, notices and blanket orders of the Commissions, the multilateral instruments, the national policy statements, and national instruments applied by the Commissions, and the policies of the Exchange;
- (cc) **“Subscribers”** means subscribers for Offered Common Shares;
- (dd) **“Subscription Funds”** means the funds received in respect of subscriptions for Offered Common Shares pursuant to and in accordance with the terms of the Prospectus and this Agreement;
- (ee) **“Time of Closing”** means 10:00 a.m. Pacific time on the Closing Date or such other time on the Closing Date as the Corporation and the Agent may agree; and
- (ff) **“Total Subscription”** means subscriptions for all of the Offered Common Shares.

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 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, including the neuter gender and words importing persons shall include companies, corporations, partnerships, syndicates, trusts and any number or aggregate of persons.

ARTICLE 2 APPOINTMENT OF AGENT

2.1 Subject to the terms hereof, the Agent is hereby appointed by the Corporation as, and the Agent hereby agrees to act as, the sole and exclusive agent of the Corporation to solicit subscriptions to purchase the Offered Common Shares from Subscribers in the Offering Jurisdictions. The Agent shall use its commercially reasonable efforts to obtain subscriptions to purchase all of the Offered Common Shares. The Agent shall act as agent only and shall be under no obligation to purchase any of the Offered Common Shares. The Agent may retain as sub-agents other registered securities dealers and may receive

subscriptions from such securities dealers. The Agent shall be under no liability for any failure to sell any or all of the Offered Common Shares or to engage sub-agents.

2.2 The Agent shall secure from each Subscriber such certificates, documents and forms as may be required by the Securities Legislation and such questionnaires, undertakings and other material as may, in the opinion of the Agent, be required by the Exchange.

2.3 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Offered Common Shares, Agent's Options and the Agent's Options 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 consent of the Corporation and notice has been given to and accepted by the Commissions and Exchanges.

ARTICLE 3 AGENT'S COMMISSION AND FEES

3.1 In consideration of the Agent agreeing to act as agent for the Offering, the Corporation agrees to pay to the Agent at the Time of Closing, a cash commission equal to ten percent (10%) of the Total Subscription (the "**Agent's Commission**"). The Agent's Commission shall be paid from the proceeds of the Offering.

3.2 The Corporation will also pay to the Agent a fee (the "**Corporate Finance Fee**") of \$10,000 plus G.S.T. The first half of the Corporate Finance Fee, plus G.S.T., in the amount of \$5,250 has been paid by the Corporation and is non-refundable. The second half of the Corporate Finance Fee, plus G.S.T., in the amount of \$5,250, shall be paid from the proceeds of the Offering.

3.3 If the Agent retains sub-agents or receives subscriptions from sub-agents, the Agent, in its sole discretion, shall pay them a fee as may be agreed among them, but in no event shall the Corporation be required to pay a fee in excess of the Agent's Commission and the Corporate Finance Fee.

3.4 The Corporation agrees to grant the Agent's Option to the Agent and to such sub-agents as the Agent may direct, at the Time of Closing, and to execute and deliver an agreement setting forth the terms and conditions of the Agent's Option, which shall be substantially in the form of the option agreement appended hereto as Schedule "A" (the "**Agent's Option Agreement**"). The Corporation and the Agent intend that the Agent's Option be qualified under and be distributed pursuant to the Prospectus.

ARTICLE 4 SUBSCRIPTIONS

4.1 Residents of the Offering Jurisdictions may subscribe to purchase Offered Common Shares by delivering to the Agent on or prior to the Closing Date payment of the aggregate subscription price in respect of the Offered Common Shares subscribed for, subject to a minimum subscription of 1,000 Offered Common Shares by each Subscriber.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 The Corporation represents and warrants to the Agent as of the date hereof, and as of the dates of the Preliminary Prospectus and the Prospectus, and hereby acknowledges that the Agent is relying on such representations and warranties in entering into this Agreement, as follows:

- (a) the Corporation has been duly incorporated and organized and is valid and subsisting and 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 presently proposed to be conducted;
- (b) the Corporation does not own or have an interest in any assets other than cash;
- (c) the Corporation has no business operations of any kind other than as permitted by the Policy;
- (d) the authorized capital of the Corporation and the issued capital of the Corporation is as disclosed in the Prospectus; all of the issued and outstanding securities have been duly issued in compliance with all applicable securities laws and are fully paid and non-assessable; to the best of the knowledge of the Corporation, none of the issued and outstanding securities of the Corporation are owned directly or indirectly by any director, officer, employee or contractor of the Agent or any affiliates (as defined by the policies of the Exchange) of any of the foregoing; and no person, firm or corporation has any agreement or 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 shares or other securities of the Corporation except as disclosed in the Prospectus;
- (e) to the knowledge of the Corporation, there is no action, proceeding or investigation pending or threatened against the Corporation before or by any federal, provincial, state, municipal, county or other governmental department, commission, board or agency, domestic or foreign, which may result in any material adverse change in the condition, financial or otherwise, of the Corporation, or which questions the validity of any action taken or to be taken by the Corporation pursuant to or in connection with this Agreement or as contemplated by the Prospectus;
- (f) the audited financial statements of the Corporation, including the notes thereto, contained in the Prospectus present fairly, in all material respects, 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, are prepared in accordance with generally accepted accounting principles applied on a consistent basis and there has not been any adverse Material Change in such position or condition since such date;
- (g) no event of material default under the constating documents, articles or resolutions of the Corporation or 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 the constating documents, articles or resolutions of the Corporation, or any such agreement or instrument, has occurred and is continuing;

- (h) the Corporation has not entered into a transaction of a nature material to the Corporation, other than as disclosed in the Prospectus;
- (i) the Corporation has not reached an Agreement in Principle and the board of directors of the Corporation has not reached a “meeting of minds” with the other parties to a proposed Qualifying Transaction on all fundamental terms of the Qualifying Transaction in respect of which no material conditions to closing exist, the satisfaction of which are beyond the reasonable control of the Non Arm's Length Parties to the CPC or Non Arm's Length Parties to the Qualifying Transaction;
- (j) the Corporation has not made any payment which is prohibited under Section 8 of the Policy;
- (k) except as disclosed herein or in the Prospectus, 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 any of the transactions contemplated herein;
- (l) the execution and delivery by the Corporation of this Agreement and the performance of its obligations hereunder will not result in any breach or violation of, or be in conflict with, or constitute a default, under any term or provision of the constating documents of the Corporation or any shareholders' or directors' resolutions of the Corporation, or, to the best of the Corporation's knowledge, any agreement to which the Corporation is a party or by which the Corporation or any of its property is bound, and this Agreement has been, or will be prior to the Closing, duly authorized, executed and delivered by the Corporation;
- (m) no approval, authorization, consent or other order of any governmental authority is required in connection with the execution and delivery or with the performance by the Corporation of this Agreement except requisite filings with the Commissions and the Exchange;
- (n) to the best of the knowledge of the management of the Corporation, none of the directors or senior officers of the Corporation, or any holder of more than 10% of its outstanding Common Shares, or any associate or affiliate (as such term is defined in the Prospectus) of any of the foregoing persons or companies has, or has had any material interest, direct or indirect, in any continuing or existing material transaction or has any material interest, direct or indirect, in any proposed material transaction which, as the case may be, is material to or will materially affect the Corporation, except as stated in the Prospectus;
- (o) no securities commission or other governmental authority has issued any order preventing or suspending the use of the Preliminary Prospectus or the Prospectus;
- (p) all statements, facts, data, information and material made, furnished or provided from time to time by the Corporation in writing to the Agent relating to the Corporation are true and correct in any material respects and all material facts relating to the Corporation have been fully disclosed to the Agent and such statements, facts, data, information and material did not and do not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make any statement or fact contained therein not misleading in light of the circumstances in which it was made;

- (q) the directors and senior officers of the Corporation have reviewed the Preliminary Prospectus and the Prospectus and the directors have duly approved the Preliminary Prospectus and the Prospectus at the respective times they are filed with the Commissions and the Exchange and will, prior to Closing, authorize its distribution of the Offered Common Shares in connection with the Offering;
- (r) except statements or facts relating solely to the Agent, for which the Corporation makes no representation or warranty, the Prospectus contains full, true and plain disclosure of all Material Facts as required by the Securities Legislation; none of the statements or facts contained in the Prospectus is false or misleading; and, there has been no omission to state any Material Fact in the Prospectus necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made;
- (s) TSX Trust Company, at its principal offices in the City of Vancouver, British Columbia, has been, or will be, prior to the Closing, appointed transfer agent and registrar for the Common Shares;
- (t) the Corporation has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein and this Agreement has been duly authorized, or will be, prior to the Closing, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable in accordance with the terms of this Agreement;
- (u) there is not, in the constating documents or articles 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 Common Shares;
- (v) the Corporation has complied with the material 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 over which the Corporation has direction or control;
- (w) upon payment of the proceeds for the Offered Common Shares, the Offered Common Shares will be validly authorized and issued, the Agent's Option will be validly created, authorized and delivered and the Agent's Option Shares will be validly authorized, allotted upon the due exercise of the Agent's Option (including payment of the aggregate exercise price for such Agent's Option Shares) and the Offered Common Shares and Agent's Option Shares will, when issued, be issued as fully paid and non-assessable securities and will be issued free and clear of all liens, charges and encumbrances of any kind whatsoever;
- (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 its directors, officers, or promoters or against any other companies that have common directors, officers or promoters, and to the best of the Corporation's knowledge after due inquiry, no proceedings for this purpose have been instituted, or are pending, contemplated or threatened against the Corporation;

- (y) the proceeds received by the Corporation from the sale of the Offered Common Shares will be used by the Corporation as described in the Prospectus under the heading “Use of Proceeds”, and in compliance with the provisions of the Policy; and
- (z) the minute books of the Corporation are true, complete and correct in all material respects and contain all the resolutions of the directors and shareholders thereof.

5.2 The Agent represents and warrants to the Corporation as of the date hereof, and as of the dates of the Preliminary Prospectus and the Prospectus and at the Time of Closing, and hereby acknowledges that the Corporation is relying on such representations and warranties in entering into this Agreement, as follows:

- (a) it is a valid and subsisting entity under the laws of the jurisdiction in which it was incorporated or organized;
- (b) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (c) it is an investment dealer registered under the Securities Legislation of each of the Offering Jurisdictions;
- (d) it is a member in good standing of the Exchange; and
- (e) it will sell the Offered Common Shares in compliance with the Securities Legislation.

ARTICLE 6

COVENANTS OF THE CORPORATION

6.1 Forthwith following execution of this Agreement, the Corporation will use its reasonable best efforts to take or cause to be taken all steps and proceedings that may be necessary under the Securities Legislation, including but not limited to the filing of the Prospectus and the obtaining of a final receipt for the Prospectus from the Commissions to qualify the Offered Common Shares for distribution to the public resident in the Offering Jurisdictions through the Agent and sub-agents or other registered securities dealers and to qualify for distribution the Agent’s Option.

6.2 The Corporation shall promptly notify the Agent in writing of full particulars of any actual, anticipated or threatened Material Change which triggers the requirement to file an amended Prospectus, during the period of distribution to the public of the Offered Common Shares pursuant to the Offering:

- (a) in the business or affairs of the Corporation; or
- (b) in the directors or officers of the Corporation; or
- (c) in any material fact contained or referred to in the Preliminary Prospectus or the Prospectus supplied by the Corporation, which is of such a nature as to render the Preliminary Prospectus or the Prospectus, misleading or untrue; or

- (d) in the affairs of the Corporation which reasonably may be construed as having a material effect on the truthfulness of any of the representations and warranties contained in Article 5; and the Corporation shall file under the applicable Securities Legislation, with all possible dispatch, and in any event within any statutory limitation therefore, such new or correcting information, amendments and other documents as required by the applicable Securities Legislation. The Corporation shall further provide the Agent with such copies of such information, amendments or other documents as the Agent may reasonably require.

6.3 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 6.2.

6.4 The Corporation covenants with the Agent that it will advise the Agent promptly of any request of the Commissions, the Exchange or other regulatory body for any amendment to the Preliminary Prospectus or the Prospectus or for any additional information prior to the Closing, or the issuance by the Commissions, the Exchange or any other regulatory body of any cease trading order or suspension order relating to the Common Shares or of the institution of any such proceedings prior to the Closing. The Corporation covenants to use its best efforts to prevent the issuance of any such cease trading order or suspension order and, if issued, to obtain the withdrawal thereof as soon as possible.

6.5 The Corporation from time to time at its expense, shall deliver to the Agent, at the direction of the Agent, as many commercial copies of the Preliminary Prospectus and the Prospectus (and in the event of an amendment, of such amended Preliminary Prospectus or Prospectus) as the Agent may reasonably request, and any such delivery shall constitute the consent of the Corporation to the use thereof in connection with the Offering subject to the provisions of Securities Legislation relating thereto.

6.6 Delivery of the Prospectus shall constitute a representation and warranty by the Corporation to the Agent that all information and statements (except information and statements relating solely to or provided solely by the Agent) contained in the Preliminary Prospectus and the Prospectus are true and correct in all material respects at the time of delivery thereof and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and that no material fact has been omitted therefrom (except facts relating solely to the Agent) which is required to be stated therein or is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made. Such delivery shall also constitute the Corporation's consent to the Agent's use of the Preliminary Prospectus and the Prospectus supplied to the Agent by the Corporation for the distribution of the Offered Common Shares in the Offering Jurisdictions in compliance with the provisions of this Agreement and applicable Securities Legislation.

- 6.7 (a) The Corporation covenants and agrees to protect, indemnify and save harmless the Agent, its directors, officers and employees who are acting in respect of the matters contemplated hereby (collectively the “**Indemnified Parties**”) from and against all losses, claims, damages, liabilities, costs or expenses (other than loss of profits), in any way caused, sustained or incurred by reason of or resulting directly from:
 - (i) any statement or information contained in or omitted from the Preliminary Prospectus, the Prospectus, any amended Prospectus and additional or ancillary material, information, evidence, return, report, application, statement, table or document that may be filed, or required to be filed, in connection with the Offering under the Securities Legislation, except statements or information relating solely to the Agent, which, at the time and in light of the circumstances

under which it was made, was false or misleading with respect to any material fact or which omits to state any material fact, the omission of which makes the statement false or misleading;

- (ii) any representations and warranties of the Corporation contained herein being false or misleading in any material respect or a breach, in any material respect, of the covenants of the Corporation contained herein;
 - (iii) any prohibition or restriction of trading in the securities of the Corporation or any prohibition affecting the distribution of the Offered Common Shares which may be ordered by any one or more competent authorities if such prohibition is based on any statement or omission made by the Corporation in the Prospectus;
 - (iv) the Prospectus failing to comply with the requirements of the Securities Legislation in the Offering Jurisdictions so as to permit the lawful sale of the Offered Common Shares or by reason of the Corporation having failed to take or cause to be taken such steps or proceedings as were necessary to permit the lawful sale of the Offered Common Shares as contemplated by the Prospectus and as contemplated hereby; and
 - (v) any formal inquiry or investigation, whether prior to or subsequent to Closing, into the affairs, records or accounts of the Corporation or into holdings of securities of the Corporation or transactions in securities of the Corporation, which is commenced or contemplated by either of the Commissions or the Exchange, except where same relates solely to the activities of the Agent.
- (b) If any matter or thing contemplated by Section 6.7(a) shall be asserted against the Indemnified Party, the Indemnified Party shall notify the Corporation as soon as possible of the nature of such claim and the Corporation shall be entitled (but not required) to assume the defense of any suit brought to enforce such claim; provided however, that the defense shall be through legal counsel acceptable to the Indemnified Party, acting reasonably, and that no settlement may be made by the Corporation or the Indemnified Party without prior written consent of the other. If the Corporation assumes the defense of any such suit, the Indemnified Party shall continue to have the right to employ its own counsel, which shall be acceptable to the Corporation, in any proceeding relating to the claim contemplated by Section 6.7(a) and the reasonable fees and expenses of such counsel shall be recoverable by the Indemnified Party from the Corporation to the extent that the same shall be covered by the indemnity in Section 6.7(a) if:
- (i) the Indemnified Party has been advised by such counsel that there may be legal defenses available to it which are different from or additional to defenses available to the Corporation (in which case the Corporation shall not have the right to assume the defense of such proceedings on the Indemnified Party's behalf);
 - (ii) the Corporation shall not have undertaken the defense of such proceedings and employed counsel within fifteen (15) days after notice of commencement of such proceedings; or
 - (iii) the employment of such counsel has been authorized by the Corporation in connection with the defense of such proceedings.

- (c) To the extent that any Indemnified Party is not a party to this Agreement, the Agent shall obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.
- (d) In the event that, for any reason, the indemnity provided for in this section, is illegal or unenforceable, the Agent and the Corporation shall contribute to the aggregate of all losses, claims, costs, damages, expenses or liabilities of the nature provided in this section such that the Agent shall be responsible for that portion represented by the percentage that the Agent's Commission herein bears to the gross proceeds from the Offering and the Corporation shall be responsible for the balance. Notwithstanding the foregoing, a person guilty of fraudulent misrepresentation shall not be entitled to contribution from any other party. Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this subsection, notify such party or parties from whom contribution may be sought. In no case shall such party from whom contribution may be sought be liable under this subsection unless such notice shall have been provided, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any other obligation it may have otherwise than under this subsection. The right to contribution provided in this subsection shall be in addition to and not in derogation of any other right to contribution which the Agent may have by statute or otherwise by law.
- (e) The Corporation hereby consents to personal service, jurisdiction and venue in any court in which any claim which is subject to indemnification hereunder is brought against any Indemnified Party and to the assignment of the benefit of this section to any Indemnified Party for the purpose of enforcement, provided that nothing herein shall limit the Corporation's right or ability to contest the appropriate jurisdiction or forum for the determination of any such claim.

6.8 The Corporation will take all necessary action to register the Corporation in a timely manner, whenever the business or property of the Corporation makes such registration necessary.

6.9 The Corporation will take all necessary action to complete its application for listing of the Common Shares on the Exchange with all reasonable diligence after the Closing, but in any event, the Corporation shall submit all required documents for listing on the Exchange within 30 days of the Closing Date.

6.10 The Corporation will promptly deliver to the Agent all documents or information requested by the Agent in relation to the transactions contemplated in this Agreement and in relation to the performance by the Agent of its due diligence investigations in respect of the Preliminary Prospectus and the Prospectus and the listing of the Common Shares on the Exchange, including, without limitation, Personal Information Forms for all insiders and directors, financial statements, consent of insiders to background, credit, educational and other checks, shareholders lists, etc.

6.11 The Agent can, in its sole discretion, retain at the Corporation's expense, any agents, experts, professionals or others which it deems necessary or advisable in order to perform its obligations and due diligence procedures under this Agreement and in accordance with the Policy and Exchange policies generally, and the Corporation covenants that it will comply with all reasonable requests by such agents, experts or professionals in respect of their investigations into the business and affairs of the Corporation, including any requests for access to the Corporation's operations, property and facilities.

6.12 Until the Corporation completes a Qualifying Transaction, the Corporation will comply with all applicable provisions of the Policy. The Corporation will use 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 such 24 months.

ARTICLE 7 COVENANTS OF THE AGENT

7.1 The Agent hereby covenants, subject to the conditions contained in Article 8 hereof, to use its commercially reasonable efforts to solicit subscriptions for Offered Common Shares in the Offering Jurisdictions.

7.2 The Agent hereby covenants and agrees that it will not solicit subscriptions for Common Shares except in compliance with policies of the Exchange and Securities Legislation and the terms and conditions set forth in the Prospectus and this Agreement and hereby indemnifies the Corporation and agrees to save the Corporation harmless from and against any and all losses, damages, liabilities, costs, expenses, claims or suits caused by or arising out of the Agent's gross negligence or willful misconduct which gives rise to a breach of the covenants in this Article 7.

7.3 The Agent will deliver to each Subscriber a copy of the Prospectus sufficiently in advance of the Time of Closing such that all withdrawal rights under Securities Legislation will have expired at the Time of Closing.

7.4 The obligation of the Agent to execute any certificate or deliver any documents pertaining to the Preliminary Prospectus and the Prospectus shall be conditional upon compliance by the Corporation 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 either the Preliminary Prospectus or the Prospectus, as the case may be.

7.5 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 capital pool company offerings, as amended from time to time (collectively, the “**CPC Rules**”); and
- (b) deliver to the Exchange as soon as reasonably possible after the Closing Date, a Distribution Summary Statement as required by Section 3.2 of Policy 2.3 of the Exchange and, without limiting the generality of the foregoing, to obtain subscriptions from at least 200 Subscribers, each of such Subscribers:
 - (i) purchasing at least 1,000 Offered Common Shares free of Resale Restrictions (as defined in the Exchange Policy 1.1) exclusive of any Offered Common Shares held by Non-Arm's Length Parties (as defined in the Exchange Policy 1.1) to the Corporation;

- (ii) individually purchasing no more than 2% of the Offered Common Shares and, in conjunction with such Subscriber's Associates and Affiliates (as those terms are defined in the Exchange Policy 1.1), purchasing no more than 4% of the Offered Common Shares;
- (iii) not being a Non-Arm's Length Party (as that term is defined in the Exchange Policy 1.1) to the Corporation (provided, however, that any Subscriber in excess of the 200 minimum Subscribers may be a Non-Arm's Length Party if that party complies with the requirements of the Policy); and
- (iv) not being a member of a Pro Group, as such term is defined under the Policy, unless otherwise permitted under the Policy.

ARTICLE 8

CONDITIONS OF THE AGENT'S OBLIGATIONS

8.1 The obligations of the Agent contained in this Agreement may be terminated by the Agent in the event that prior to the Time of Closing:

- (a) any order operating to restrict, prevent or cease trading in the Common Shares is made pursuant to the Securities Legislation;
- (b) there is any breach or non-performance, in material respect, of any of the covenants of the Corporation herein contained that has not been cured, rectified, remedied or waived;
- (c) any competent authority having jurisdiction, including any stock exchange, commences or gives notice that it intends to commence any formal inquiry or investigation in relation to the Corporation, its affairs, records or accounts or any of the directors or officers of the Corporation, or into any holdings or transactions in the securities of the Corporation;
- (d) any inquiry, investigation or other proceeding (whether formal or informal) in relation to the Corporation or any of its directors or officers is commenced, announced or threatened by an officer or official of any competent authority, or any order is issued by any federal, provincial or other government authority or by any stock exchange, or there is any change of law which, in the sole opinion of the Agent, acting reasonably, operates or will operate to prevent or to restrict the trading of the Common Shares or the distribution of any Common Shares or materially adversely affects or may materially adversely affect the marketability of the Common Shares;
- (e) there shall occur any Material Changes (actual, anticipated, contemplated or threatened) in the assets, liabilities, business or operations of the Corporation which, in the sole opinion of the Agent, acting reasonably, could reasonably be expected to have a material adverse effect on the market price or value of the Common Shares or materially adversely affects or may materially adversely affect the marketability of the Common Shares;
- (f) if there should develop, occur or come into effect or existence any event, action, state, condition or financial occurrence of consequence or any governmental action, law, regulation, inquiry or other occurrence of any nature whatsoever which, in the sole opinion of the Agent, acting reasonably, materially adversely affect or involve, the

financial markets generally or the business, operations, affairs or financial condition of the Corporation, or the marketability of the Common Shares;

- (g) any new or amended Prospectus discloses information which, in the sole opinion of the Agent, acting reasonably, may result in the Subscribers of a material number of the Offered Common Shares exercising their rights under applicable legislation to withdraw from or rescind their purchase thereof at any time prior to the Closing;
- (h) there is any significant amendment to Securities Legislation which, in the sole opinion of the Agent, acting reasonably, will impose any limitations or restrictions on the exercise of the Agent's Option or on the subsequent trading of Common Shares which are acquired, or which may be acquired, by the Agent under the Agent's Option;
- (i) the Agent is not satisfied with the results of its due diligence investigation; or
- (j) the Agent determines that any of the representations or warranties made by the Corporation herein is false in any material respect.

8.2 Any termination of any of the obligations of the Agent hereunder pursuant to the provisions hereof shall be effected by notice to the Corporation. Notwithstanding the giving of any notice of termination hereunder, the provisions of Section 6.7 and all rights of action in connection therewith shall survive for a period of two years following such termination and the fees and expenses agreed to be paid by the Corporation, referred to in Article 10, incurred up to the time of the giving of such notice shall be paid by the Corporation. The rights of the Agent to terminate this Agreement are in addition to such remedies as it may have in respect of any default, misrepresentation, act or failure to act of the Corporation in respect of any of the transactions contemplated in this Agreement.

ARTICLE 9 THE CLOSING

9.1 Subject to the terms and conditions hereof, the Closing shall take place at the Time of Closing at the offices of the Corporation's legal counsel, Buttonwood Law Corporation, of Suite 808, 1090 West Pender Street, Vancouver, British Columbia, V6E 2N7, or such other location in the City of Vancouver, in the Province of British Columbia, as the Agent and the Corporation may agree.

9.2 At the Time of Closing, the Corporation shall deliver to the Agent a certificate, in form and substance satisfactory to counsel for the Agent, signed by the President, Chief Executive Officer and Chief Financial Officer of the Corporation, dated the Closing Date, addressed to the Agent to the effect that, after a reasonable investigation:

- (a) the representations and warranties contained in Section 5.1 hereof are true and correct in any material respect at and as at the Time of Closing after giving effect to the transactions contemplated by the Prospectus;
- (b) the Corporation has, in all material respects, complied with all covenants and satisfied all the conditions contained herein on its part to be performed or satisfied at or prior to the Closing Date;
- (c) such officer has carefully examined the Preliminary Prospectus and the Prospectus and since the respective dates as of which information is given in the Preliminary Prospectus

and the Prospectus, except as set forth in and contemplated thereby, the Corporation has not incurred any material amount of liabilities or obligations (absolute, accrued, contingent or otherwise) and there has been no adverse Material Change which would trigger the requirement to file an amended Prospectus; and

- (d) 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; and
- e) such matters as the Agent may reasonably request in connection with this Offering.

9.3 At the Time of Closing, the Agent shall receive a favorable legal opinion, addressed to the Agent and its counsel, from counsel to the Corporation, to the effect that:

- (a) the Corporation has been duly incorporated under the laws of British Columbia and is a valid and existing company, and is with respect to its filing of annual reports with the British Columbia Registrar of Companies, in good standing;
- (b) the Corporation has all requisite corporate power and capacity to carry on its business as now conducted and as proposed in the Prospectus to be conducted;
- (c) the authorized and issued capital of the Corporation is as disclosed in the Prospectus; the issued capital of the Corporation has been validly issued in accordance with applicable corporate and securities laws and is fully paid and non-assessable;
- (d) the form of the definitive certificate representing the Common Shares has been approved and adopted by the directors of the Corporation and conforms to the requirements of applicable law;
- (e) the Exchange has conditionally accepted notice of the issuance of the Offered Common Shares and the Common Shares issuable upon exercise of Agent's Option Shares and has conditionally approved the listing of such Common Shares and all previously issued Common Shares on the Exchange;
- (f) this Agreement, the Escrow Agreement referred to in the Prospectus and the Agent's Option Agreement have been duly authorized by all necessary corporate action by the Corporation and have been duly executed and delivered by the Corporation and constitute valid and binding obligations of the Corporation and each is enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (g) the execution and delivery by the Corporation of this Agreement and the Agent's Option Agreement and the performance by the Corporation of its obligations hereunder and thereunder will not result in any material breach or violation of, or be in conflict with, or constitute a material default under, any term or provision of the constating documents or any shareholders' or directors' resolutions of the Corporation of which counsel is aware,

or any agreement of which counsel is aware and to which the Corporation is a party or by which the Corporation is bound;

- (h) TMX Trust Company at its principal offices in the City of Vancouver, British Columbia has been duly appointed the transfer agent and registrar for the Common Shares;
- (i) all necessary documents have been filed and proceedings taken under the Securities Legislation to qualify the distribution of the Offered Common Shares to the public in the Offering Jurisdictions and the Agent's Option to the Agent in the Offering Jurisdictions;
- (j) all necessary corporate action has been taken by the Corporation to authorize the grant of the Agent's Option and issuance of the Agent's Option Shares on exercise of the Agent's Option and the Agent's Option Shares, when issued in accordance with the terms of the Agent's Option Agreement, will be validly issued as fully paid and non assessable; and
- (k) the first trade in the Offering Jurisdictions of the Offered Common Shares and the Agent's Option Shares (other than trades from the holdings of a "control person" as defined by the Securities Legislation) will be exempt from the prospectus requirements of the Securities Legislation and no other documents are or will be required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations of regulatory authorities required to be obtained by the Corporation under the Securities Legislation in connection with any such trade made through a registrant properly registered under the Securities Legislation who has complied with the requirements thereof (subject to the usual qualifications), provided that (i) the Corporation is a "reporting issuer" in a jurisdiction of Canada at the time of such trade, and (ii) such trade is not a transaction or part of a series of transactions in the course of or incidental to a "distribution" (as defined by the Securities Legislation).

9.4 In giving the foregoing opinions counsel for the Corporation may rely upon opinions of local counsel, acceptable to the Agent, as to the laws of jurisdictions other than the jurisdictions in which such counsel is licensed to practice law, if any, and as to matters of fact not within their knowledge, upon certificates as to such facts, signed, in the case of the Corporation, by the President, Chief Executive Officer or Chief Financial Officer of the Corporation.

9.5 At the Time of Closing, the Corporation shall direct TMX Trust Company, as the registrar and transfer agent for the Common Shares, to issue and deliver the Offered Common Shares in accordance with the instructions of the Agent and the Agent will pay the gross proceeds from the sale of the Offered Common Shares pursuant to the Offering to the Corporation, (less any amounts deducted pursuant to Section 9.6).

9.6 The Corporation authorizes the Agent to deduct, at Closing, any reasonable amounts owed by the Corporation in respect of the Agent's expenses, Agent's Commission and Corporate Finance Fee from the proceeds of the Offering accounting for any prepayment previously forwarded by the Corporation as provided for in Article 10. The Agent will, on the Closing Date, deliver to the Corporation a written description and reconciliation of its expenses deducted from the gross proceeds of the Offering.

9.7 If the Agent has not already deducted such amounts pursuant to the provisions of Section 9.6 at the Time of Closing, the Corporation shall deliver to the Agent payment of the Agent's Commission in the form satisfactory to the Agent as provided for in Article 3 hereof, payment of the balance of the Corporate Finance Fee and payment of the balance owed in respect of the expenses of the Agent and the fees and

expenses of the Agent's legal counsel, accounting for any prepayment previously forwarded by the Corporation.

9.8 If subscriptions representing the Minimum Offering have not been raised by the Agent or accepted by the Corporation by the expiry of the Offering Period, the Offering will be withdrawn and the Subscription Funds will be returned to the Subscribers without interest or deduction.

ARTICLE 10 EXPENSES OF THE ISSUE

10.1 Notwithstanding any termination of this Agreement or the cancellation of its obligations by the Agent pursuant to Article 8 hereof and, except as otherwise indicated herein, the non-refundable portion of the Corporate Finance Fee previously paid by the Corporation and the costs and expenses of or incidental to the creation, issue and offering of the Offered Common Shares including, without limitation, the fees and expenses of counsel for the Corporation and counsel for the Agent, all other reasonable expenses incurred by the Agent in connection with the Offering, the cost of printing and delivering the definitive certificates for the Offered Common Shares, the fees and disbursements of the transfer agent, the cost of preparing, printing and delivering the Prospectus to the Agent and the associated fees prescribed by the Securities Legislation in connection with the Offering shall, be paid by the Corporation whether or not the Offering is completed as contemplated.

10.2 The Corporation will pay the reasonable expenses incurred by the Agent and the fees and expenses of counsel for the Agent from time to time as requested by the Agent by bank draft, wire transfer or certified cheque payable to the Agent or counsel to the Agent or in such other manner as is acceptable to the Agent. The Corporation has paid to the Agent a deposit in the amount of \$5,000 in connection with the Agent's anticipated expenses, including legal expenses.

ARTICLE 11 NOTICES

11.1 Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given or made when delivered at the addresses of the relevant party set forth below or such other address as a party may stipulate in writing:

- (a) to the Corporation at: Two Owls Ventures Corp.
Suite 1100, 1111 Melville Street
Vancouver, B.C. V6E 3V6
Attention: David Patterson, CEO & CFO
- (b) with a copy to: Buttonwood Law Corporation
Suite 808, 1090 West Pender Street
Vancouver, British Columbia V6E 2N7
Attention: Mouane Sengsavang
- (c) to the Agent at: Leede Jones Gable Inc.
Suite 1800 - 1140 West Pender Street
Vancouver, B.C. V6E 4G1
Attention: Richard Carter, Senior V.P., Secretary & General Counsel

(d) with a copy to: Salley Bowes Harwardt Law Corp.
Suite 1750 – 1185 West Georgia Street
Vancouver, B.C. V6E 4E6
Attention: Victor Harwardt

ARTICLE 12 MISCELLANEOUS

12.1 Time shall be of the essence with respect to the terms and conditions of this Agreement.

12.2 This Agreement may be executed in several counterparts and may be represented by facsimile, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

12.3 All warranties, representations, covenants, indemnifications and agreements herein contained or contained in certificates or documents submitted pursuant to or in connection with the transactions herein along with all rights of action in connection therewith shall survive the Closing of the Offering and shall continue in full force and effect for a period of two years following the Closing Date for the benefit of the Agent and for the benefit of the Corporation.

12.4 This Agreement supersedes all other agreements, documents, writings and verbal understandings among the parties relating to the subject matter hereof and represents the entire agreement between the parties relating to the subject matter hereof.

12.5 This Agreement shall be construed and interpreted, and the rights and obligations of the parties arising hereunder governed, by the laws of the Province of British Columbia. The parties agree that the Courts of British Columbia shall have exclusive jurisdiction over any dispute, termination or breach of any kind or nature whatsoever arising out of or in connection with this Agreement.

12.6 All the terms and provisions of this Agreement shall be binding upon, shall enure to the benefit of, and shall be enforceable by and against the parties hereto and their respective successors and assigns, but shall not be assignable, before or after the Time of Closing, without the written consent of the other parties hereto.

12.7 The Agent may waive in whole or in part any breach of, default under or non-compliance with any representation, warranty, term or condition hereof, or extend the time for compliance therewith.

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

LEEDE JONES GABLE INC.

Per: "*Richard Carter*"
Authorized Signatory

TWO OWLS VENTURES CORP.

Per: "*David Patterson*"
Authorized Signatory

SCHEDULE "A"

SHARE OPTION AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 201♦.

BETWEEN:

TWO OWLS VENTURES CORP., a company incorporated, under the laws of the Province of British Columbia, with an office in the City of Vancouver, Province of British Columbia

(the "**Corporation**")

- and -

LEEDE JONES GABLE INC., a corporation incorporated, under the laws of Canada, with an office in the City of, Vancouver, in the Province of British Columbia

(the "**Agent**")

WHEREAS the Corporation has agreed pursuant to an Agency Agreement dated as of the ♦ day of November 2017, among the Corporation and the Agent (the "**Agency Agreement**") to grant to the Agent an option to purchase the Optioned Shares (as defined below) in consideration of the Agent's services performed under the Agency Agreement;

NOW THEREFORE in consideration of the premises, mutual covenants and agreements herein and therein contained, this agreement witnesses that and it is understood and agreed by and between the parties hereto as follows:

1. Grant of Option

Subject to the provisions hereinafter contained, the Corporation hereby grants to the Agent an irrevocable non-transferable option (the "**Option**") to purchase up to but not exceeding 400,000 common shares (the "**Optioned Shares**") in the capital stock of the Corporation, as presently constituted, at a price of TEN CENTS (\$0.10) per share.

2. Term of Option

The Agent may exercise the Option on or before 4:30 p.m., Vancouver time, on the date that is 24 months from the day the issued and outstanding common shares in the capital of the Corporation are listed and posted for trading on the TSX Venture Exchange (the "**Expiry Time**"), after which time all rights granted hereunder shall terminate.

3. Manner of Exercise

The Agent may exercise the Option in whole or in part, at any time and from time to time, on or prior to the Expiry Time, by notice in writing given by the Agent to the Corporation at its address for notice set out in the Agency Agreement, specifying the number of Optioned Shares in respect of which it is

exercised and accompanied by payment in cash or certified cheque for the purchase price of all of the Optioned Shares specified in such notice, calculated in accordance with Section 1 hereof.

The Agent agrees that only up to a total of 200,000 Optioned Shares obtained by the Agent pursuant to the exercise of this Option may be sold prior to the completion of a Qualifying Transaction (as defined by Policy 2.4 of the TSX Venture Exchange) by the Corporation. The remaining 200,000 Optioned Shares may only be sold after the Completion of the Qualifying Transaction (as defined in Policy 2.4 of the Exchange) by the Corporation.

The TSX Venture Exchange may vary these requirements in exceptional circumstances upon application by the Agent, and if so varied by the TSX Venture Exchange in writing, the Corporation shall amend this Agreement as necessary to reflect such variation.

4. Share Certificates

Upon exercise of the Option, the Corporation shall cause the transfer agent and registrar of the Corporation to deliver to the Agent, or as the Agent may otherwise in writing direct in the notice of exercise of option, within three (3) business days following the receipt by the Corporation of payment for the number of Optioned Shares so exercised, a certificate or certificates representing in the aggregate the number of Optioned Shares for which payment has been received by the Corporation.

5. No Rights as a Shareholder Until Exercise

Except as provided in Sections 8 and 9 hereof, the Agent shall have no rights whatsoever as a shareholder of the Corporation (including any rights to receive dividends or any other distribution to shareholders or to vote at a general meeting of shareholders of the Corporation) other than in respect to shares in respect of which the Agent shall have exercised its right to purchase hereunder and which the Agent shall have actually taken up and paid for.

6. Non-Transferable

The rights conferred upon the Agent hereunder shall be non-transferable and non-tradeable.

7. No Fractional Common Shares

No fractional Optioned Shares will be issued on exercise of this Option, or any compensation made for such fractional Optioned Shares, if any.

8. Adjustments in Event of Change in Common Shares

In the event, at any time or from time to time, of a subdivision, consolidation or reclassification of the share capital of the Corporation, the payment of stock dividends by the Corporation or other relevant changes in the capital of the Corporation prior to the exercise by the Agent, in full, of the Option in respect of all of the shares granted herein, the Option with respect to any Optioned Shares which have not been purchased hereunder at the time of any such change to the capital of the Corporation shall be proportionately adjusted so that the Agent shall from time to time, upon the exercise of the Option, be entitled to receive the number of shares of the Corporation it would have held following such change in the capital of the Corporation if the Agent had purchased the shares and had held such shares immediately prior to such change in the capital of the Corporation.

9. Merger, Amalgamation or Sale

If, during the term of the Option, the Corporation shall become merged or amalgamated into or with any other corporation or shall sell the whole or substantially the whole of its assets and undertaking for shares or securities of another corporation, the Corporation will make provision that, upon the exercise of the Option during its unexpired period after the effective date of such merger, amalgamation or sale, the Agent shall receive such number of shares of the continuing or successor corporation in such merger or amalgamation or of the securities or shares of the purchasing corporation as it would have received as a result of such merger, amalgamation or sale if the Agent had purchased shares of the Corporation immediately prior thereto for the same consideration paid on the exercise of the Option and had held such shares on the effective date of such merger, amalgamation or sale. Upon such provision being made, the obligation of the Corporation to the Agent in respect of its shares then remaining subject to the Option shall terminate and be at an end.

10. Reservation of Shares

The Corporation shall at all times, during the term of this Agreement, reserve and keep available a sufficient number of unissued common shares to satisfy the requirements hereof.

11. Enurement

Except as otherwise set forth herein, this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the Agent and of the Corporation.

12. Time

Time shall be of the essence of this Agreement.

13. Signature

This Agreement may be executed in several counterparts and may be represented by facsimile, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

IN WITNESS WHEREOF the parties hereto have hereunto executed and delivered this Agreement as of the day and year first above written.

LEEDE JONES GABLE INC.

Per: _____
Authorized Signatory

TWO OWLS VENTURES CORP.

Per: _____
Authorized Signatory