

AGENCY AGREEMENT

THIS AGREEMENT dated for reference September 28, 2018, is made

BETWEEN

RISETECH CAPITAL CORP., Suite 2900, 550 Burrard Street,
Vancouver, British Columbia V6C 0A3

(the “**Issuer**”);

AND

PI FINANCIAL CORP., 1900 – 666 Burrard Street, Vancouver,
British Columbia V6C 3N1

(the “**Agent**”).

WHEREAS:

A. The Issuer wishes to raise money in accordance with the CPC Policy (as defined herein) and for the purposes set forth in its Prospectus (as defined herein), which is to be filed by the Issuer with the Regulatory Authorities (as defined herein), by offering for sale certain of its shares; and

B. The Issuer wishes to appoint the Agent to distribute those 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;
- (b) “**Agent’s Corporate Finance Fee**” has the meaning given to it in Section 7.3;
- (c) “**Agent’s Fee**” means the fee which is set out in this Agreement and which is payable by the Issuer to the Agent in consideration of the services performed by the Agent under this Agreement;
- (d) “**Agent’s Options**” means the non-transferable options to purchase common shares of the Issuer which will be issued as part of the Agent’s Fee and which have the terms provided in this Agreement and the Certificates;
- (e) “**Agent’s Option Shares**” means any common shares in the capital of the Issuer that may be issued on exercise of the Agent’s Options;
- (f) “**Agreement in Principle**” has the meaning defined in the CPC Policy;
- (g) “**Applicable Legislation**” means the securities acts in the Selling Provinces, the regulations and rules made thereunder, all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued by the

Commissions and the rules and policies of the Exchange, in particular, the CPC Policy;

- (h) **“Approval Date”** means the date the Shares are listed on the Exchange;
- (i) **“Certificates”** means the certificates representing the Agent’s Options;
- (j) **“Claim”** has the meaning given to it in Section 15.1;
- (k) **“Closing”** means the closing of the purchase and sale, and the issuance by the Issuer, of the Shares;
- (l) **“Closing Date”** means such day following the Offering Date as may be agreed to by the Issuer and the Agent on which the Closing takes place;
- (m) **“Commissions”** means the securities commissions in the Selling Provinces;
- (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 this Agreement;
- (p) **“Effective Date”** means the date on which the Final Receipt is issued;
- (q) **“Exchange”** means the TSX Venture Exchange Inc.;
- (r) **“Final Receipt”** means the receipt issued for the final Prospectus by the Principal Regulator pursuant to National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* (“**NP 11-202**”), representing a final receipt for the Prospectus in each of the Selling Provinces;
- (s) **“Indemnified Parties/Party”** has the meaning given to it in Section 15.1;
- (t) **“Indemnitor”** has the meaning given to it in Section 15.1;
- (u) **“Material Change”** has the meaning defined in the Applicable Legislation;
- (v) **“Material Fact”** has the meaning defined in the Applicable Legislation;
- (w) **“Misrepresentation”** has the meaning defined in the Applicable Legislation;
- (x) **“Offering”** means the offering of the Shares under the Prospectus;
- (y) **“Offering Date”** means the day chosen by the Agent to contract the purchases of Shares by the purchasers;
- (z) **“Offering Price”** means \$0.10 per Share;
- (aa) **“Preliminary Receipt”** means the receipt issued for the preliminary Prospectus by the Principal Regulator pursuant to NP 11-202;
- (bb) **“Principal Regulator”** means the British Columbia Securities Commission;
- (cc) **“Proceeds”** means the gross proceeds of the Offering, less:

- (i) the Agent's Commission; and
- (ii) the expenses of the Agent in connection with the Offering which have not been pre-paid by the Issuer;
- (dd) **"Prospectus"** means 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 final prospectus which may be filed with the Regulatory Authorities;
- (ee) **"Qualifying Transaction"** has the meaning defined in the CPC Policy;
- (ff) **"Regulatory Authorities"** means the Commissions and the Exchange;
- (gg) **"Securities"** means the Shares, Agent's Options, Agent's Option Shares, Stock Options and the Stock Option Shares;
- (hh) **"Selling Provinces"** means Alberta and British Columbia and such other provinces as may be agreed to by the Issuer and the Agent;
- (ii) **"Shares"** means the 2,000,000 previously unissued common shares of the Issuer to be offered by the Issuer pursuant to this Agreement having the terms provided in this Agreement;
- (jj) **"Significant Assets"** has the meaning defined in the CPC Policy;
- (kk) **"Sponsorship"** has the meaning defined in the Exchange Policy 2.2 entitled "Sponsorship and Sponsorship Requirements" as may be amended by the Exchange from time to time;
- (ll) **"Stock Options"** means the options to purchase up to 1,200,000 common shares of the Issuer pursuant to the Issuer's stock option plan in force from time to time; and
- (mm) **"Stock Option Shares"** means the 1,200,000 common shares in the capital of the Issuer that have been reserved for issuance by the Issuer and may be issued on exercise of the Stock Options

2. APPOINTMENT OF AGENT

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.

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 its commercially reasonable efforts to have the Prospectus accepted by the Regulatory Authorities.

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, which have been explicitly provided to the Issuer 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) 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, and any amendment thereto for the purpose of the sale of Shares in compliance herewith and with the Applicable Legislation.

4.4 The Issuer acknowledges that the Agent will be conducting a due diligence investigation of the Issuer's business, securities, affairs, management, directors and an assessment of management's ability to find a Qualifying Transaction and manage the affairs of a public company. The Issuer covenants that it will afford the Agent with access to the contracts, financial statements, personal information forms, corporate records and other documents the Agent may reasonably request.

5. CONDUCT OF THE OFFERING

5.1 The Agent shall use commercially reasonable efforts to obtain subscriptions for the Offering, including:

- (a) subscriptions for 2,000,000 Shares to be included in the Public Float (as defined by Exchange Policy 1.1);
- (b) ensuring that on the Closing Date no more than 20% of the issued and outstanding common shares of the Issuer (or such greater amount as is acceptable to the Exchange), including the Shares, will be owned directly or indirectly by members of the Aggregate Pro Group (as defined by Exchange Policy 1.1), excluding the Agent's Options and any other common shares of the Issuer reserved for issuance at a future date;
- (c) obtaining subscriptions for the Offering from at least 200 subscribers (or such lesser number as is acceptable to the Exchange) each of which subscribers purchases at least 1,000 Shares free of Resale Restrictions (as defined by Exchange Policy 1.1), individually purchasing not more than 2% of the Offering and together with Associates and Affiliates (as defined by Exchange Policy 1.1) not more than 4% of the Offering, and each such subscriber not being Non-Arm's Length (as defined by Exchange Policy 1.1) to the Issuer;

- (d) only soliciting subscriptions for the Offering from subscribers resident in the Selling Provinces in compliance with Applicable Legislation; and
- (e) providing all notices and documents as may be required by Applicable Legislation in the Selling Provinces, including without limitation the Exchange Form 2E on the Closing Date.

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

5.3 The Offering Date will be on or before the day which is:

- (a) 90 days after the Effective Date; or
- (b) if a receipt is issued for an amendment to the Final Prospectus, 90 days after the date of such receipt,

and in any event, no later than 180 days after the Effective Date.

5.4 Immediately after the Offering Date, 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 the Exchange, which is to occur no later than 3 business days after the Closing Date unless otherwise agreed to by the Agent acting reasonably.

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

6. OPINIONS AND CERTIFICATES

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

- (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 Date 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 Date and signed by the chief executive officer and chief financial officer of the Issuer or such other officers approved by the Agent, certifying certain facts relating to the Issuer and its affairs (the “**Officers’ Certificate**”); and
- (d) any other certificates, comfort letters 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, the Issuer agrees to pay the Agent a commission of 5% of the gross proceeds from the Offering on the Closing (the "**Agent's Commission**").

7.2 In consideration for acting as Agent, the Issuer will issue Agent's Options on the Closing to the Agent entitling the Agent to purchase up to an amount of Agent's Option Shares representing 5% of the total number of Shares sold to the public pursuant to the Offering. One Agent's Option will entitle the Agent to purchase one common share of the Issuer. The right to purchase Agent's Option Shares under the Agent's Options may be exercised at any time up to the close of business 24 months from the Approval Date at the Offering Price. The terms governing the Agent's Options will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Agent's Option 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.

7.3 In consideration of the Agent's services in connection with the development and establishment of an acceptable share structure, the coordination and review of the Offering and the Prospectus and the monitor of the required legal, accounting and regulatory requirements, the Issuer has paid the Agent, and the Agent acknowledges receipt of, a corporate finance fee of \$5,000 plus applicable taxes (the "**Agent's Corporate Finance Fee**") which is non-refundable in any circumstances.

8. SUBSCRIPTION

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

8.2 All funds received by the Agent for subscriptions will be held in trust by the Agent until the 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 Subscription is not obtained by 5:00 p.m. on the Offering Date unless the subscribers have otherwise instructed the Agent.

9. CLOSING

9.1 On Closing, if the Issuer has satisfied all of its obligations under the Agreement, the Issuer will deliver the Certificates and the Shares to the Agent against payment of the Proceeds, or alternatively at the request of the Agent, the Issuer will deposit the Shares with CDS Clearing and Depository Services Inc.

9.2 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 and the Shares or receipt of satisfactory evidence that the Shares have been deposited with CDS Clearing and Depository Services Inc.

9.3 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 prior to Closing;
- (c) each of the representations and warranties of the Issuer herein shall continue to be true in all material respects as at Closing, and the Officers' Certificate shall contain certification to that effect;
- (d) the Issuer shall have provided to the Agent such customary closing documents that the Agent or its counsel may reasonably request; and
- (e) the Issuer shall have, to the satisfaction of the Agent's counsel acting reasonably, 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 provisions of the Applicable Legislation and to qualify the distribution of the Agent's Options to the Agent and the Stock Options, 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 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 Securities.

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;
- (b) without the prior written consent of the Agent, not to be unreasonably withheld, the Issuer will not, from the execution date of this Agreement until that date that is 120 days following the Closing Date, directly or indirectly, issue, sell, or offer to sell, or announce the offering of, or enter into or make any agreement or understanding, or announce the making or entry into of any agreement or understanding, to issue, sell or exchange any common shares, preferred shares, securities, convertible debt or securities exchangeable or convertible into common shares, except in conjunction with: (i) the exercise of previously issued convertible or exchangeable securities; (ii) the issuance of securities in accordance with any agreement to acquire assets that will form the basis of a Qualifying Transaction; and (iii); the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date; and
- (c) 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 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 Qualifying Transaction has occurred, the Issuer shall notify the Agent of:

- (a) any change proposed to be made in the corporate undertaking of the Issuer;
- (b) 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) any Agreement in Principle being reached with respect to a Qualifying Transaction;
- (d) 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; and
- (e) 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) the Agent is not satisfied, in its sole discretion, with the results of its due diligence review and investigation of the Issuer;
- (b) in the opinion of the Agent, an adverse Material Change or change in a Material Fact in relation to the Issuer has occurred or there is discovered any previously undisclosed Material Fact which would be expected to have an adverse Material Change in relation to the Issuer or effect on the business, affairs, prospects or financial condition of the Issuer or have a material adverse effect on the market price or value of the common shares of the Issuer;

- (c) in the sole opinion of the Agent, the state of the financial markets, whether national or international, is such that it would be impractical or unprofitable to offer or continue to offer the Shares for sale;
- (d) there should develop, occur or come into effect any event of a nature, including, without limitation, accident, act of terrorism, public protest, governmental law or regulation, which, in the sole opinion of the Agent, materially adversely affects or may materially adversely affect the financial markets or the business, prospects or financial condition of the Issuer or the market price or value or marketability of the common shares of the Issuer;
- (e) an enquiry or investigation (whether formal or informal) in relation to the Issuer, or any of the Issuer's directors, officers, principal shareholders or promoters, is commenced or threatened by an officer or official of any competent authority; or
- (f) any material term of this Agreement remains outstanding or uncompleted by the Issuer at any time.

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 of the Issuer is made by a competent regulatory authority and that order is still in effect;
- (b) the Issuer is in breach of any material term, condition, or covenant of this Agreement; 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 in any material respect.

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;
- (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, 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 has already or will reserve or set aside sufficient common shares in its treasury to issue the Shares, Agent's Option Shares and the Stock Option Shares;
- (j) the Prospectus will contain full, true and plain disclosure of all Material Facts in relation to the Issuer 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;
- (l) the auditors of the Issuer who audited the financial statements of the Issuer for the most recent financial year-end and who provided their audit report thereon are independent public accountants as required under Applicable Legislation and there has never been a reportable event (within the meaning of National Instrument 51-102) with the present auditors of the Issuer;
- (m) the Issuer has complied and will comply, in all material respects, with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, Applicable Legislation and its regulations 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 and which may materially affect the Issuer, has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the

business of the Issuer or the business or legal environment under which the Issuer operates;

- (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, articles 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 best of the Issuer's knowledge 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 as of the Closing Date 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) the Issuer shall not take any action which would be reasonably expected to result in the delisting or suspension of its common shares on or from the Exchange or on or from any stock exchange, market or trading or quotation facility on which its common shares are listed or quoted and the Issuer shall comply, in all material respects, with the rules and regulations thereof;
- (x) 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
- (y) the warranties and representations in this Subsection are true and correct and will remain so as of the conclusion of the Distribution.

12.2 The Agent warrants and represents to the Issuer that:

- (a) it is a valid and subsisting corporation duly incorporated and in good standing under the law of the jurisdiction in which it was incorporated, continued or amalgamated;
- (b) it has full corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder;
- (c) it is a member in good standing of the Exchange; and
- (d) 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.

13. ELIGIBILITY FOR INVESTMENT

13.1 The Issuer covenants that it will use commercially reasonable efforts to obtain confirmation from the Exchange that the Shares will be listed on the Exchange as of the Closing Date (the "**Confirmation**").

13.2 The Issuer acknowledges that the Agent is relying on the Confirmation with respect to sales of the Shares into registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered education savings plans, registered disability savings plans and tax-free savings accounts (collectively, the "**Plans**") and agrees that, if the Issuer has fulfilled its obligations under Section 13.1 by obtaining a Confirmation and if the Exchange does not issue a bulletin in relation to the listing of the Shares at the close of market on the business day before the Closing, the Issuer will immediately notify the Agent and Closing may be delayed, at the sole discretion of the Agent.

13.3 The Agent will use commercially reasonable efforts to deliver a draft Exchange Form 2E to the Exchange no later than two business days prior to the Closing Date.

14. EXPENSES OF AGENT

14.1 The Issuer will pay all of the expenses of the Offering and all the expenses and costs reasonably incurred by the Agent in connection with the Offering including the fees and expenses of the solicitors for the Agent, which will not exceed \$15,000, inclusive of taxes and disbursements.

14.2 The Issuer will pay the expenses referred to in the previous Subsection 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.

14.3 The expenses will be payable on Closing Date.

14.4 The Issuer authorizes the Agent to deduct its reasonable expenses in connection with the Offering from the proceeds of the Offering.

14.5 The Agent confirms and acknowledges that a \$10,000 expense retainer in respect of the Agent's expenses referred to in Section 14.1 has been paid to the Agent prior to the Closing of the Offering. The Issuer will provide the Agent with additional retainers if requested by the Agent.

15. INDEMNITY

15.1 The Issuer (the "**Indemnitor**") hereby agrees to indemnify and save harmless the Agent, its affiliates and selling group members and their affiliates and their respective directors, officers and employees, partners, agents, advisors and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses, fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations or liabilities or expenses of whatsoever nature or kind (excluding loss of profits) whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, provided that the Indemnitor has agreed to such settlement, and the reasonable fees, disbursements and taxes of their counsel in connection with any actions, suits, proceeding, investigations or claims that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a "**Claim**" and, collectively, the "**Claims**") to which an Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of professional services rendered to the Indemnitor by the Indemnified Parties or otherwise in connection with the matters referred to in this Agreement whether performed before or after the execution of this Agreement, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

15.2 If and to the extent that a court of competent jurisdiction, in a final non-appealable judgement in a proceeding in which an Indemnified Party is named as a party, determines that an Indemnified Party has been grossly negligent, committed wilful misconduct or a fraudulent act and that a Claim was directly caused by or resulted from an Indemnified Party's gross negligence, wilful misconduct or fraudulent act, this indemnity shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall reimburse any funds advanced by the Issuer to the Indemnified Party pursuant to this indemnity in respect of such Claim.

15.3 Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Agent may incur as a result of any action or litigation that may be threatened or brought against the Agent.

15.4 If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them

harmless, the Indemnitor will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Indemnitor will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims any amount in excess of the fees actually received by the Indemnified Parties hereunder.

15.5 The Indemnitor agrees that if any Claim is brought against the Indemnitor or an Indemnified Party or the Indemnitor or an Indemnified Party has received notice of the commencement of any investigation by any governmental commission, regulatory authority, stock exchange or other entity having regulatory authority, either domestic or foreign, or the Indemnitor or an Indemnified Party is required to testify in connection therewith or will 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 Indemnified Party shall have the right to employ its own counsel in connection therewith provided the Indemnified Party 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 Indemnified Parties for time spent by the Agent and its personnel hereunder in connection therewith, and out-of-pocket expenses incurred by any Indemnified Party in connection therewith will be paid by the Indemnitor as they occur.

15.6 Promptly after receipt of notice of the commencement of any Claim against any Indemnified Party or after receipt of notice of the commencement or 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 any Indemnified Party. The Indemnitor shall, on behalf of the Indemnified Parties, 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 Indemnified Parties acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of applicable Indemnified Parties, and none of the Indemnified Parties 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. Each of the Indemnified Parties shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided that the Indemnified Party acts reasonably in selecting such counsel.

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

16. RIGHT OF FIRST REFUSAL

16.1 The Issuer will notify the Agent (the “**Financing Notice**”) of the terms of any further brokered equity financing (or securities convertible into equity) (a “**Financing**”) that it requires or

proposes to obtain specifically connected to the Issuer's Qualifying Transaction during the term of this Agreement and until that day (the "**ROFR Termination Date**") which is the earlier of:

- (a) that day which falls 24 months from the Approval Date, or such later date prior to which the Exchange may permit the Issuer to complete the Qualifying Transaction; and
- (b) the date of closing of the Qualifying Transaction,

and the Agent will have the right of first refusal to provide any such Financing proposed during that period. The Agent's right of first refusal will pertain to any brokered equity financing that is proposed to be completed concurrently or in connection with the Issuer's Qualifying Transaction as provided herein notwithstanding that such financing is completed by an offering of securities in a target issuer involved in the Qualifying Transaction. For greater certainty, the Issuer shall use commercially reasonable efforts to ensure that any Target Company (as that term is defined in the CPC Policy) that will conduct a brokered equity financing in connection with the Qualifying Transaction agrees to grant the Agent a right of first refusal to provide such financing on the terms contained herein.

16.2 The right of first refusal must be exercised by the Agent within 15 calendar days following the receipt of the Financing Notice by notifying the Issuer that it will provide such Financing on the terms set out in the Financing Notice.

16.3 If the Agent fails to give the applicable notice within 15 calendar days, or if the Agent gives notice that it does not wish to participate in the Financing, the Issuer will then be free to make other arrangements to obtain Financing from another source on the same terms or on terms no less favourable to the Issuer, subject to obtaining the acceptance of the Regulatory Authorities.

16.4 The right of first refusal will not terminate if, on receipt of any Financing Notice from the Issuer, the Agent fails to exercise the right, and the Issuer completes a Financing with another source on the same terms or terms no less favourable to the Issuer.

17. ASSIGNMENT AND SELLING GROUP PARTICIPATION

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

17.2 The Issuer will not assign the Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Issuer has obtained the consent of the Agent.

17.3 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, who may or who may not be offered part of the commissions or warrants to be received by the Agent pursuant to this Agreement.

18. NOTICE

18.1 Any notice under this Agreement will be given in writing and must be delivered, sent by electronic transmission 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. If an electronic transmission is not successful, notice shall be mailed or sent by courier.

If to the Issuer:

RiseTech Capital Corp.
Suite 2900, 550 Burrard Street
Vancouver, BC V6C 0A3

Attention: Manroop Padda, CEO and CFO
Email: mpadda@newavenuecapital.com

with a copy (which shall not constitute notice) to:
Fasken Martineau DuMoulin LLP
Suite 2900, 550 Burrard Street
Vancouver, BC V6C 0A3

Attention: Michael Stephens
Email: mstephens@fasken.com

If to the Agent:

PI Financial Corp.
Suite 1900 - 666 Burrard Street
Vancouver, BC V6C 3N1

Attention: Blake Corbet
Email: bcorbet@pifinancialcorp.com

with a copy (which shall not constitute notice) to:
Clark Wilson LLP
900 - 885 West Georgia Street
Vancouver, BC V6C 3H1

Attention: Bernard Pinsky
Email: bpinsky@cwilson.com

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

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

18.4 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.

19. TIME

Time is of the essence of this Agreement.

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. HEADINGS

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

24. ENTIRE AGREEMENT

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

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above. Delivery of an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement, and any party hereto delivering an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission to any other party hereto shall thereafter also promptly deliver a manually executed original counterpart of this Agreement to such other party, but the failure to deliver such manually executed original counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

26. LAW

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

[Remainder of this page left intentionally blank]

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

RISETECH CAPITAL CORP.

Per: “Manroop Padda”
Authorized Signatory

PI FINANCIAL CORP.

Per: “Blake Corbet”
Authorized Signatory