Execution copy

October 26, 2020

AGENCY AGREEMENT

Nano One Materials Corp.
101B – 8575 Government Street
Burnaby, British Columbia
V39 4V1

Attention: Dan Blondal, Chief Executive Officer

Dear Sir:

The undersigned, Eight Capital and Gravitas Securities Inc. ("**Gravitas**" and, together with Eight Capital, the "**Agents**"), as co-lead agents and joint bookrunners, understand that Nano One Materials Corp. (the "**Corporation**") proposes to issue and sell up to 4,596,000 units of the Corporation (the "**Offered Units**") at a price of $2.72 per Offered Unit (the "**Purchase Price**") for aggregate gross proceeds of up to $12,501,120, pursuant to the terms of this agency agreement (this "**Agreement**"). In addition, the Corporation hereby grants the Agents an option ("**Over-Allotment Option**") to increase the size of the Offering (as hereinafter defined) by up to an additional 689,400 Offered Units (the "**Additional Units**") for additional gross proceeds of up to $1,875,168. The Over-Allotment Option is exercisable at any time on or before the date that is thirty (30) days following the Closing Date (as hereinafter defined) as more particularly described in Section 11 hereof. The Offered Units and the Additional Units are collectively referred to herein as the "**Units**" and each, individually, a "**Unit**". The offer and sale of the Offered Units and the Additional Units, if any, are collectively referred to as the "**Offering**".

Each Unit will consist of (i) one common share in the capital of the Corporation ("**Common Shares**" or in respect of the Offering, each, an "**Offered Share**"); and (ii) one-half of one Common Share purchase warrant (each whole warrant, a "**Warrant**"). Each Warrant shall entitle the holder thereof to purchase one Common Share (each, a "**Warrant Share**") at an exercise price of $3.55 per Warrant Share at any time before 5:00 p.m. (Toronto time) on the day that is 24 months following the Closing Date.

The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture (as hereinafter defined) to be entered into between the Warrant Agent (as hereinafter defined) and the Corporation to be dated as of the Closing Date. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern. The Units will separate at Closing (as hereinafter defined).

The Units, Offered Shares, Warrants and Warrant Shares are referred to collectively as the "**Offered Securities**".

Upon and subject to the terms and conditions set forth herein, the Corporation hereby appoints the Agents, and the Agents hereby agree to act, as exclusive agents to the Corporation to arrange for the sale of the Offered Securities, on a marketed best efforts basis, to Purchasers (as hereinafter defined) resident in the Qualifying Provinces (as hereinafter defined) pursuant to the Final Prospectus and in the United States (as hereinafter defined), or to or for the account or benefit of persons in the United States or a U.S. Person (as hereinafter defined) by the Agents, acting through the U.S. Affiliates (as hereinafter defined) on a private placement basis to Institutional Accredited Investors (as hereinafter defined) who are also Qualified Institutional Buyers (as herein defined) directly from the Corporation pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and applicable state securities laws, pursuant to the U.S. Private Placement Memorandum (as hereinafter

defined) and Schedule "A" attached hereto and in accordance with U.S. Securities Laws. Subject to applicable Laws (as hereinafter defined), including the U.S. Securities Act (as hereinafter defined) and the terms of this Agreement (including Schedule "A" attached hereto), the Offered Securities may also be distributed outside Canada and the United States where they may be lawfully sold on a basis exempt from the prospectus, registration and similar requirements of any such jurisdictions. The Corporation and the Agents agree that any offers, sales or purchases of Offered Securities: (i) will be made in accordance with Schedule "A" attached hereto, which forms part of this Agreement; (ii) will be conducted in such a manner so as not to require registration thereof under the U.S. Securities Act; and (iii) with respect to offers, sales and purchases in the United States, will be conducted through one or more duly registered U.S. Affiliates in compliance with applicable federal and state securities laws of the United States (including laws and regulations governing the registration and conduct of brokers and dealers), and the applicable rules and regulations of the Financial Industry Regulatory Authority, Inc.

The Agents further understand that the Corporation has prepared and filed the Preliminary Prospectus (as hereinafter defined) and the Final Prospectus (as hereinafter defined) with respect to the qualification of the Offered Securities for distribution to the public in each of the Qualifying Provinces and all other necessary documents in order to qualify the Offered Securities for distribution to the public in each of the Qualifying Provinces. It is understood and agreed that the Agents are under no obligation to purchase any of the Offered Securities, although the Agents may subscribe for Offered Securities if they so desire.

In consideration of the services to be rendered by the Agents in connection with the Offering hereunder, the Corporation agrees to pay to the Agents at the Closing Time (as hereinafter defined) a cash commission equal to 6.0% of the gross proceeds of the Offering at the Closing Time (the "**Agents' Fee**"). As additional compensation for the services rendered by the Agents in connection with the Offering, the Corporation shall issue to the Agents broker warrants (the "**Broker Warrants**") exercisable to purchase that number of Common Shares (each, a "**Broker Share**") as is equal to 8.0% of the aggregate number of Units issued pursuant to the Offering. Each Broker Warrant will entitle the holder thereof to acquire one Broker Share at $2.72 per Broker Share, subject to adjustment in certain customary events, at any time prior to 5:00 p.m. (Toronto time) on the date which is 24 months from the Closing Date. At the Closing Time, the Corporation shall execute and deliver to the Agents certificates evidencing the Broker Warrants (the "**Broker Warrant Certificates**") to which the Agents are entitled, in a form to be agreed upon by the Agents and the Corporation, each acting reasonably.

The Corporation has also agreed to grant to the Agents at the Closing Time, provided the Corporation is in receipt of gross proceeds of not less than $10,000,000, a corporate finance fee (the "**Corporate Finance Fee**") equal to 1.5% of the aggregate number of Units issued under the Offering payable in Common Shares (each, a "**Corporate Finance Fee Share**") with a deemed value per Common Share equivalent to the Purchase Price.

The parties acknowledge that the Broker Warrants and the Broker Shares issuable upon exercise of the Broker Warrants and the Corporate Finance Fee Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws, and the Broker Warrants may not be exercised in the United States or by or on behalf of a U.S. Person, except pursuant to exemptions from the registration requirements of the U.S. Securities Act and the applicable laws of any state of the United States.

The terms and conditions relating to the purchase and sale of the Offered Securities are as follows:

1 Definitions and Interpretation

(a) In this Agreement:

"**affiliate**" shall have the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

"**Agents' Counsel**" means Wildeboer Dellelce LLP;

"**Agents' Expenses**" has the meaning given to the term in Section 11;

"**Agents' Fee**" has the meaning ascribed to such term on the second page of this Agreement;

"**Agreement**" means this agency agreement, including all schedules hereto, as it may be amended, restated or supplemented;

"**Auditors**" means Davidson & Company LLP, the auditors of the Corporation, or such other duly appointed and qualified auditor appointed by the Corporation from time-to-time;

"**Broker Share**" has the meaning ascribed to such term on the second page of this Agreement;

"**Broker Warrant Certificates**" has the meaning ascribed to such term on the second page of this Agreement;

"**Broker Warrants**" has the meaning ascribed to such term on the second page of this Agreement;

"**Business**" means the business carried on by the Corporation as described in the Final Prospectus, including the development of patented technology for the low-cost production of high-performance lithium ion battery cathode materials used in electric vehicles, energy storage and consumer electronics;

"**Business Data**" means all data and personal information accessed, processed, collected, stored or disseminated by the Corporation, including any Personally Identifiable Information;

"**Business Day**" means a day, other than a Saturday, a Sunday or a day on which chartered banks are not open for business in Toronto, Ontario or Vancouver, British Columbia;

"**Closing**" means the completion of the issue and sale by the Corporation of the Units pursuant to this Agreement;

"**Closing Date**" means the date of Closing;

"**Closing Time**" means 6:00 a.m. (Vancouver time) on the Closing Date, or any other time on the Closing Date as may be agreed to by the Corporation and the Agents, each acting reasonably;

"**Common Share**" means one common share in the capital of the Corporation as presently constituted;

"**Corporate Finance Fee**" has the meaning ascribed to such term on the second page of this Agreement;

"**Corporate Finance Fee Share**" has the meaning ascribed to such term on the second page of this Agreement;

"**Corporation**" means Nano One Materials Corp. and includes any successor corporation to or of the Corporation;

"**Data Protection Laws and Standards**" shall have the meaning ascribed thereto in Section 6(dd);

"**Data Security Breach**" shall have the meaning ascribed thereto in Section 6(dd);

"**Debt Instrument**" means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability, including any convertible debentures issued by the Corporation;

"**distribution**", "**material change**", "**material fact**" and "**misrepresentation**" shall have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

"**Documents Incorporated by Reference**" means all financial statements, management information circulars, annual information forms, material change reports, Marketing Materials, business acquisition reports or other documents issued by the Corporation, whether before or after the date of this Agreement, that are required by Applicable Securities Laws to be incorporated by reference into the Final Prospectus;

"**Engagement Letter**" means the letter agreement dated as of October 14, 2020 between the Corporation and the Agents, as amended on October 15, 2020, relating to the Offering;

"**Environmental Laws**" means all applicable federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, legally binding policy or rule of common law or civil law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, occupational health and safety, product safety or liability, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of Hazardous Materials or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials;

"**Environmental Permits**" includes all orders, permits, certificates, approvals, consents, registrations and licences issued by any authority of competent jurisdiction under any Environmental Law;

"**Exempt Plans**" means trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings plans, deferred profit sharing plans, registered education savings plans and tax-free savings accounts, each as defined in the *Income Tax Act* (Canada);

"**Final Prospectus**" means the (final) short form prospectus, including all of the Documents Incorporated by Reference, prepared by the Corporation and qualifying the distribution of the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares in the Qualifying Provinces;

"**Financial Statements**" has the meaning given to the term in Section 6(u);

"**Governmental Body**" means any federal, provincial, state, municipal, county or regional governmental or quasi-governmental authority, domestic or foreign, and includes any ministry, department, court, tribunal, arbitral body, commission, bureau, board, administrative or other agency or regulatory body or instrumentality thereof, any quasi-governmental body or private body exercising regulatory, expropriation or taxing authority under or for the account, if any, of the foregoing and any self-regulatory authority and, for greater certainty, includes the Securities Commissions and the TSXV;

"**Hazardous Materials**" means chemicals, pollutants, contaminants, asbestos, wastes, toxic substances, hazardous substances, petroleum or petroleum products;

"**IFRS**" means International Financial Reporting Standards;

"**including**" means including, without limitation;

"**Institutional Accredited Investor**" means an "accredited investor" that meets one or more of the criteria set forth in Rule 501(a)(1), (2), (3) or (7) of Regulation D.

"**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

"**Investor Presentation**" means the investor presentation of the Corporation dated October 14, 2020 and filed on SEDAR by the Corporation on October 14, 2020, as amended and restated on October 26, 2020 and filed on SEDAR by the Corporation on October 26, 2020;

"**Laws**" means any and all applicable: (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws; (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Body; and (iii) to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Body;

"**Leased Premises**" means the premises which are material to the Corporation and which the Corporation occupies as a tenant;

"**Licensed Intellectual Property**" means all Intellectual Property owned by another party that is used by the Corporation, including all Intellectual Property that is embedded in or used in conjunction with the products or technology of the Corporation;

"**Liens**" means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy such property or assets;

"**Marketing Materials**" has the meaning ascribed thereto in National Instrument 41-101 – *General Prospectus Requirements*;

"**Material Adverse Effect**" means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy, circumstance, development or effect that is materially adverse to the business, assets (including intangible assets), capitalization, liabilities (contingent or otherwise), condition (financial or otherwise), prospects or results of operations of the Corporation, whether or not arising in the ordinary course of business;

"**Material Contract**" means any material Debt Instrument, indenture, contract, commitment, agreement (written or oral), instrument, lease, joint operating agreement, option, joint venture

agreement or other document, including license agreements and agreements relating to intellectual property, to which the Corporation is a party or by which it is bound;

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus*;

"**Offered Securities**" has the meaning ascribed to such term on the first page of this Agreement;

"**Offered Share**" has the meaning ascribed to such term on the first page of this Agreement;

"**Offering**" has the meaning ascribed to such term on the first page of this Agreement;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Final Prospectus, the Marketing Materials and any Supplementary Material;

"**Owned Intellectual Property**" means all Intellectual Property that is owned by the Corporation;

"**Owned Real Property**" means the real property owned by the Corporation;

"**Passport System**" means the system for review of prospectus filings set out in Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"**Permitted Liens**" means any of the following that do not adversely affect the present use or value of the property affected thereby: (i) liens for taxes not yet due, (ii) other assessments and governmental charges not yet due, (iii) liens that can be (but have not yet been) filed by builders, mechanics, repairers or similar Persons in respect of services performed or goods provided in the ordinary course of business, (iv) easements, covenants, rights of way and other restrictions that are registered as of the date of this Agreement, and (v) transfer restrictions imposed on securities by applicable Law;

"**Person**" means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

"**Personnel**" has the meaning given to that term in Section 130;

"**Personally Identifiable Information**" means any information relating to an identified or identifiable natural person (including without limitation any information protected under Data Protection Laws and Standards, such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, credit or debit card number or identification number);

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Corporation dated October 14, 2020, including all of the Documents Incorporated by Reference, prepared by the Corporation and relating to the distribution of the Offered Securities and for which a receipt has been issued by the Principal Regulator and a deemed receipt has been issued by the Securities Regulators in each of the Qualifying Provinces pursuant to the Passport System;

"**Principal Regulator**" means the British Columbia Securities Commission;

"**Public Record**" means all information filed by or on behalf of the Corporation with a securities commission that is accessible to the public on www.sedar.com;

"**Purchasers**" means, collectively, each of the purchasers of the Offered Securities pursuant to the Offering including, if applicable, the Agent;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as that term is defined in Rule 144A;

"**Qualifying Provinces**" means, collectively, British Columbia, Alberta, Ontario and New Brunswick;

"**Regulation D**" means Regulation D adopted by the United States Securities and Exchange Commission under the U.S. Securities Act;

"**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;

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

"**Securities Commissions**" means, collectively, the Principal Regulator and the securities regulatory authorities in the Qualifying Provinces;

"**Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Provinces and the applicable securities laws of all other jurisdictions other than the Qualifying Provinces in which the Offered Securities are offered for sale, as applicable, and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, national or multilateral instruments, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions, and "**Applicable Securities Laws**" means the Securities Laws in each of the Qualifying Provinces;

"**Securities Regulators**" means, collectively, the Securities Commissions and the securities regulators or other securities regulatory authorities in any jurisdictions in which the Offered Securities are offered for sale;

"**Selling Firm**" has the meaning given to the term in Section 2(b);

"**Standard Listing Conditions**" has the meaning given to the term in Section 4(a)(iv);

"**Subsequent Disclosure Documents**" means any financial statements, management information circulars, annual information forms, material change reports, Marketing Materials, business acquisition reports or other documents issued by the Corporation after the date of this Agreement that are required by Applicable Securities Laws to be incorporated by reference in the Final Prospectus;

"**Supplementary Material**" means, collectively, any amendment to the Final Prospectus and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under Applicable Securities Laws relating to the distribution of the Offered Securities;

"**Taxes**" has the meaning given to the term in Section 6(x);

"**Transaction Documents**" has the meaning given to the term in Section 6(oo);

"**TSXV**" means the TSX Venture Exchange;

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

"**U.S. Affiliate**" has the meaning ascribed thereto in subsection 3(e) hereof;

"**U.S. Person**" means a U.S. person as that term is defined in Rule 902(k) of Regulation S;

"**U.S. Private Placement Memorandum**" means the private placement memorandum prepared for use in connection with the offer and sale of the Offered Securities in the United States;

"**U.S. Securities Act**" means the United States' Securities Act of 1933, as amended;

"**Warrant**" has the meaning ascribed to such term on the first page of this Agreement;

"**Warrant Agent**" means Computershare Trust Company of Canada;

"**Warrant Indenture**" means the warrant indenture to be entered into on the Closing Date between the Corporation and the Warrant Agent; and

"**Warrant Share**" has the meaning ascribed to such term on the first page of this Agreement.

(b) *Prospectus Defined Terms.* Capitalized terms used but not defined herein have the meanings ascribed to them in the Final Prospectus.

(c) *Divisions and Headings.* The division of this Agreement into Sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections, subsections, paragraphs and other subdivisions are to Sections, subsections, paragraphs and other subdivisions of this Agreement.

(d) *Number and Gender.* All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case required and the verb shall be construed as agreeing with the required word and/or pronoun.

(e) *Currency.* Any reference in this Agreement to $ or to dollars shall refer to the lawful currency of Canada, unless otherwise specified.

(f) *Knowledge.* The phrases "knowledge of the Corporation" or "to the Corporation's knowledge" or similar expressions, mean the actual knowledge of Dan Blondal, Chief Executive Officer and Dan Martino, Chief Financial Officer of the Corporation after due inquiry.

2 The Offering

(a) The sale of the Offered Securities to the Purchasers shall be effected in a manner that is in compliance with Securities Laws and upon the terms set out in the Final Prospectus and in this Agreement. The Agents will use best efforts to arrange for Purchasers for the Offered Securities in the Qualifying Provinces and in those jurisdictions outside of Canada as may be agreed upon by the Corporation and the Agents, each acting reasonably, in connection with the Offering. The Corporation hereby agrees to secure compliance with Applicable Securities Laws on a timely basis in connection with the distribution of the Offered Securities. Upon request by the Agents, and subject to the provisions of subsection 3(a), the Corporation and the Agents each agree to file within

the periods stipulated under the Securities Laws of the United States, and at the expense of the Corporation, all post-closing filings required to be made by the Corporation or the Agents, as applicable, in connection with the Offering in the United States, or to or for the account or benefit of, persons in the United States or U.S. Persons. The Agents agree to assist the Corporation in all reasonable respects to secure compliance with all regulatory requirements in connection with the Offering.

(b) The Corporation agrees that the Agents shall have the right to invite one or more investment dealers (each, a "**Selling Firm**") to form a selling group to participate in the soliciting of offers to purchase the Offered Securities. The Agents have the exclusive right to control all compensation arrangements between the members of the selling group. The Corporation grants all of the rights and benefits of this Agreement to any Selling Firm so appointed by the Agents and appoints the Agents as trustees of such rights and benefits for such Selling Firms, and the Agents hereby accept such trust and agree to hold such rights and benefits for and on behalf of such Selling Firms.

(c) The Agents shall ensure that any Selling Firm appointed pursuant to the provisions of subsection 2(b), if any, shall: (i) be compensated by the Agents from their compensation hereunder; and (ii) agree to comply with the covenants and obligations given by the Agents herein.

(d) The Corporation represents and warrants to the Agent that the Corporation has prepared and filed the Preliminary Prospectus, the Final Prospectus and other related documents (including, without limitation, any Marketing Materials) and has obtained pursuant to the Passport System a receipt or deemed receipt therefor in each of the Qualifying Provinces in order to qualify the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares for distribution in each of the Qualifying Provinces and until the day on which the distribution of the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares is completed, the Corporation will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under Applicable Securities Laws to qualify the distribution of the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares in the Qualifying Provinces.

(e) The Agents have delivered one copy of the Final Prospectus (together with any Supplementary Material, if any) to all persons resident in the Qualifying Provinces who are to acquire the Offered Securities.

(f) The Corporation has permitted the Agents to review the Final Prospectus and to conduct such due diligence investigations necessary to fulfil its obligations as Agents under applicable Securities Laws and in order to enable the Agents to responsibly execute the certificate in the Final Prospectus required to be executed by it.

(g) The Corporation and the Agents covenant and agree:

(i) not to provide any potential investor of Offered Securities with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Corporation with the Securities Commissions on or before the day such Marketing Materials are first provided to any potential investor of Offered Securities;

(ii) not to provide any potential investor with any materials or information in relation to the Offering or the Corporation other than: (A) such Marketing Materials that have been approved and filed in accordance with this Section 2; (B) the

Preliminary Prospectus, the Final Prospectus or any Supplementary Material; and (C) any "standard term sheets", as defined in NI 41-101, approved in writing by the Corporation and the Agent; and

(iii) that any Marketing Materials approved and filed in accordance with this Section 2 and any standard term sheets approved in writing by the Corporation and the Agents shall only be provided to potential investors in the Qualifying Provinces where the provision of such Marketing Materials or standard term sheets does not contravene Applicable Securities Laws.

(h) The Corporation and the Agents acknowledge that the Offered Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons, nor may the Warrants or the Broker Warrants be exercised in the United States or by or on behalf of a U.S. Person, except pursuant to exemptions from the registration requirements of the U.S. Securities Act and the applicable laws of any state of the United States.

(i) In carrying out their responsibilities under this Agreement, the Agents will necessarily rely on information prepared or supplied by the Corporation. The Agents will apply reasonable standards of diligence to their due diligence inquiries. However, the Agents will be entitled to reasonably rely on and assume no obligation to verify the accuracy or completeness of such information and under no circumstances will the Agents be liable to the Corporation or any securityholder for any damages arising out of the inaccuracy or incompleteness of such information. The Corporation maintains sole responsibility for the accuracy and completeness of the Offering Documents, all Documents Incorporated by Reference, and any other disclosure document to be prepared in connection with the Offering, except any portions thereof that are provided by the Agents.

3 <u>Distribution and Certain Obligations of the Agents.</u>

(a) The Agents have complied with and shall, and shall require any Selling Firm to agree to, comply with the Securities Laws in connection with the distribution of the Offered Securities and shall offer the Offered Securities upon the terms and conditions set out in the Final Prospectus and this Agreement including Schedule "A" hereto. The Agents have and shall, and shall require any Selling Firm to, directly offer for sale to the public and sell the Offered Securities only in those jurisdictions where they may be lawfully offered for sale. The Agents and any Selling Firm will be entitled to offer and sell the Offered Securities in the United States or to, or for the account or benefit of, persons in the United States or U.S. Persons, pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) and similar exemptions under applicable United States state securities laws, and in other international jurisdictions in accordance with any applicable securities and other laws in the jurisdictions in which the Agents and/or Selling Firms offer the Offered Securities. Any offer or sale of the Offered Securities will be made in accordance with the terms and conditions set out in Schedule "A" to this Agreement, which terms and conditions and the representations, warranties and covenants of the parties therein, are hereby incorporated by reference into and form part of this Agreement.

(b) The Agents shall (i) use best efforts to complete and cause each Selling Form to complete the distribution of the Offered Securities as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Agents and the Selling Firms have ceased distribution of the Offered Securities and provide a breakdown of the

number of Offered Securities distributed in each of the Qualifying Provinces (and any other applicable jurisdiction where the Offered Securities have been distributed) where such breakdown is required for the purpose of calculating fees payable to Securities Regulators.

(c) The Agents shall, and shall require any Selling Firm to agree to, distribute the Offered Securities in a manner which complies with and observes all applicable laws and regulations, including, for greater certainty, all Securities Laws in each jurisdiction into and from which they may offer to sell the Offered Securities or distribute the Final Prospectus or any Supplementary Material in connection with the distribution of the Offered Securities and will not, directly or indirectly, offer, sell or deliver any Offered Securities or deliver the Final Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Provinces unless agreed to in accordance with Section 3(a) hereof and completed in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable Securities Laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions.

(d) For the purposes of this Section 3, the Agent and any Selling Firm shall be entitled to assume that the Offered Securities are qualified for distribution in any Qualifying Province where a receipt or similar document for the Final Prospectus shall have been obtained or deemed to have been obtained from the applicable Securities Regulators (including a receipt from the Principal Regulator issued under the Passport System evidencing that a deemed receipt has been issued for the Final Prospectus by each of the Securities Regulators in the Qualifying Provinces) following the filing of the Final Prospectus unless otherwise notified in writing.

(e) Notwithstanding the foregoing provisions of this Section 3, an Agent will not be liable to the Corporation under this Section 3 with respect to a default under this Section 3 or Schedule "A" by the other Agent or the other Agent's duly registered broker-dealer affiliate in the United States (the "**U.S. Affiliate**") or a Selling Firm appointed by the other Agent, as the case may be, if the first Agent is not itself in default.

4 Deliveries on Filing and Related Matters

(a) The Corporation shall deliver to the Agents:

(i) a copy of the Final Prospectus signed and certified by the Corporation and Agents as required by Applicable Securities Laws;

(ii) a copy of any other document filed with, or delivered to, Securities Regulators under applicable Securities Laws in connection with the Offering;

(iii) a "long-form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agents, acting reasonably, addressed to the Agents and the directors of the Corporation from the Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letter shall be based on a review by the Auditors within a cut-off date of not more than two Business Days prior to the date of the letter and which letter shall be in addition to the Auditors' consent letter and any comfort letter addressed to the Securities Regulators in the Qualifying Provinces;

(iv) if requested by the Agents, as soon as possible after the Final Prospectus and any Supplementary Material are prepared, copies of the U.S. Private Placement Memorandum; and

(v) prior to or contemporaneously with the filing of the Final Prospectus, evidence satisfactory to the Agents of the conditional approval of the listing and posting for trading on the TSXV of the (i) the Offered Shares, (ii) the Warrant Shares issuable upon exercise of the Warrants, (iii) the Broker Shares issuable upon exercise of the Broker Warrants, and (iv) the Corporate Finance Fee Shares, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSXV in similar circumstances ("**Standard Listing Conditions**").

(b) The Corporation confirms that it has or will deliver to the Agents signed copies of all Supplementary Material, if any. The Corporation has delivered to the Agents, with respect to such Supplementary Material or Subsequent Disclosure Document, to the extent that such Supplementary Material contains any financial and accounting information, a comfort letter substantially similar to that referred to in subsection 4(a)(iii).

(c) The Corporation confirms that it has or will deliver to the Agents copies of the Preliminary Prospectus and the Final Prospectus signed as required by Applicable Securities Laws.

(d) During the period commencing on the date hereof and until completion of the distribution of the Offered Securities, the Corporation will promptly provide to the Agents drafts of any press releases of the Corporation for review by the Agents.

5 Material Changes

(a) The Corporation will promptly inform the Agents during the period prior to the completion of the distribution of the Offered Securities of the full particulars of:

(i) any material change (actual, anticipated, threatened, contemplated, or proposed by, to, or against) in the condition (financial or otherwise), assets, liabilities (contingent or otherwise), business, affairs, operations, properties, capital or prospects of the Corporation;

(ii) any material fact that has arisen or has been discovered and would have been required to have been stated in any of the Offering Documents had that fact arisen or been discovered on, or prior to, the date of the Offering Documents, as the case may be;

(iii) any legislative, regulatory or administrative policy or guideline changes which, if implemented could have a material effect upon the Corporation's operations or the manner in which the Corporation carries on business; and

(iv) any change in any material fact or any misstatement of any material fact contained in any of the Offering Documents, or the existence of any new material fact, in each case which is of a nature as to render any of the Offering Documents

misleading or untrue in any material respect or would result in a misrepresentation therein.

(b) The Corporation shall comply with the prospectus amendment requirements of Section 6.6 of National Instrument 41-101 – *General Prospectus Requirements* and Section 57 of the *Securities Act* (Ontario), and the Corporation will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Securities for distribution in each of the Qualifying Provinces.

(c) In addition to the provisions of subsections 5(a) and 5(b) hereof, the Corporation shall in good faith discuss with the Agents any change, event or fact contemplated in subsections 5(a) and 5(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agents under subsection 5(a) hereof and shall consult with the Agents with respect to the form and content of any Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agents.

(d) If during the period of distribution of the Offered Securities there shall be any change in applicable Securities Laws which, in the opinion of the Agents, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Agents, the Corporation shall, to the satisfaction of the Agents, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

6 Representations and Warranties of the Corporation

The Corporation represents and warrants to the Agents and the Purchasers, and acknowledges that they are relying upon such representations and warranties and covenants in purchasing the Offered Securities, as follows:

(a) the Corporation is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia and has all necessary corporate power and authority to own, lease and operate its properties and assets, to carry on the Business as it is currently conducted and proposed to be conducted, to enter into and perform its obligations under this Agreement, and any other material agreement to which it is a party, to undertake the Offering and all other transactions contemplated herein and is not in default of its corporate filings, and, to the knowledge of the Corporation, no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding-up;

(b) the Corporation has no direct or indirect subsidiaries (as such term is defined in the *Securities Act* (British Columbia));

(c) the Corporation does not have material investment or proposed investment in any person;

(d) the corporate records and minute books of the Corporation are complete and accurate in all material respects and contain the minutes of all meetings and all resolutions of directors and shareholders of the Corporation (subject to ordinary course updating to be completed both before and after the Closing);

(e) the authorized capital of the Corporation consists of an unlimited number of Common Shares of which 81,140,675 Common Shares are issued and outstanding as of the date hereof, all of which shares are fully paid and non-assessable;

(f) other than pursuant to the provisions of this Agreement or as set forth in this Section 4(g), as of the date of this Agreement, no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of the Corporation or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, option or right for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of the Corporation other than (i) outstanding stock options issued to directors, officers, employees and key consultants of the Corporation under the Corporation's stock option plan exercisable into 4,668,277 Common Shares; and (ii) Common Share purchase warrants exercisable into 4,125,765 Common Shares;

(g) to the knowledge of the Corporation, there are no shareholders' agreements, voting trusts, proxy or other agreements governing the rights of shareholders of the Corporation. The holders of the outstanding Common Shares of the Corporation are not entitled to pre-emptive or other rights to subscribe for the Common Shares, including after exercise or conversion of any security or right to acquire any security;

(h) the Corporation has conducted and is conducting its Business in compliance in all material respects with all applicable Laws of each jurisdiction in which its Business is carried on and is duly licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its Business to be carried on as it is now conducted and its property and assets to be owned, leased or operated, and all such licenses, registrations or qualifications are valid and existing and in good standing;

(i) the Corporation is not in default or breach of, and the execution and delivery of, and the compliance with the terms of, the Transaction Documents to which it is a party, the fulfillment of the terms thereof by it and the completion of the transactions contemplated therein, and the issuance, sale and delivery of the Offered Securities, the Broker Warrants, the Broker Shares issuable on exercise of the Broker Warrants and the Corporate Finance Fee Shares by the Corporation hereunder do not and will not result in a material breach of, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a material breach of, and do not and will not conflict with: (i) any statute, rule or regulation applicable to the Corporation including, without limitation, Securities Laws and the policies, rules and regulations of the TSXV; (ii) any of the terms, conditions or provisions of the constating documents or by-laws or resolutions of the Corporation; (iii) any Material Contract to which the Corporation is a party or by which the Corporation or is or will be contractually bound as of the Closing Time; (iv) any judgment, decree or order binding on the Corporation or any of its properties or assets; or (v) require any consent, authorization, registration or qualification of or with any Governmental Body, Securities Commission or other regulatory commission or agency or any third party except those that have been obtained (or will be obtained prior to the Closing Time);

(j) all Material Contracts to which the Corporation is a party are in good standing and in full force and effect and no material default or breach exists in respect of any of them on the part of any of the parties to them and, to the knowledge of the Corporation, no event has occurred which, after the giving of notice or the lapse of time or both would constitute such a default or breach and which would have a Material Adverse Effect; the foregoing

includes all the presently outstanding Material Contracts entered into by the Corporation in the course of carrying out their operations and all operations related thereto;

(k) there has not been any undisclosed material change in the consolidated assets, liabilities or obligations (absolute, contingent or otherwise) of the Corporation from the position set forth in the Financial Statements (as hereinafter defined) and there has not been any adverse material change in the business, operations, capital or condition (financial or otherwise) or results of the operations of the Corporation since December 31, 2019, and since that date, except as publicly disclosed, there have been no material facts, transactions, events or occurrences relating directly to the Corporation which could reasonably be expected to materially adversely affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of the Corporation;

(l) the Corporation has not approved, is not contemplating, has not entered into, and has no knowledge of:

(i) a change of control (by sale or transfer of shares or sale of all or substantially all of the assets or otherwise) of the Corporation;

(ii) a proposed or planned disposition of any securities by any insider or any shareholder who owns, directly or indirectly, 5% or more of the issued and outstanding securities of the Corporation; or

(iii) any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming such, for the purchase, sale, transfer or other disposition of any material property or assets or any interest therein owned directly or indirectly by the Corporation;

(m) no acquisitions or dispositions have been made by the Corporation in the three most recently completed fiscal years that are "significant acquisitions" or "significant dispositions", and the Corporation is not a party to and has not approved the entering into of any contract or agreement with respect to any acquisition or disposition of material property or assets which would require disclosure under Securities Laws;

(n) as at the date hereof the Corporation has no reason to believe that any Person intends to cease dealing with the Corporation on substantially the same terms as such Person presently deals with the Corporation, which may have or result in a Material Adverse Effect;

(o) the Corporation has good title to all real, immovable, personal and movable properties owned by it, free and clear of all Liens of any kind except for Permitted Liens;

(p) there are no actions, suits, judgements, proceedings, investigations or inquiries of any kind whatsoever outstanding, pending or to the best of the Corporation's knowledge, threatened against or affecting the Corporation at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, which could have a Material Adverse Effect, and the Corporation has no knowledge of any basis on which any such matter might be commenced with any reasonable likelihood of success;

(q) the Corporation has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its securities of any class, and has not directly or

indirectly, redeemed, purchased or otherwise acquired any of its Common Shares or securities or agreed to do so. Other than restrictions under Securities Laws, there is no restriction on or impediment to the declaration or payment of any dividend or other distribution on the shares in the constating documents of the Corporation or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which the Corporation is a party;

(r) the Corporation does not owe any material amount to, nor has the Corporation made any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or security holder of the Corporation or any of its affiliates or any Person not dealing at "arm's-length" (as such term is defined in the *Income Tax Act* (Canada)) with any of them except for usual employee reimbursements and compensation paid in the ordinary and normal course of the Business. Except for usual arrangements made in the ordinary and normal course of the Business, the Corporation is not a party to any material contract, agreement or understanding with any officer, director, employee or security holder of the Corporation or any of its affiliates or any other Person not dealing at arm's-length with the Corporation;

(s) policies of insurance issued by insurers of recognized financial responsibility are maintained in respect of the operations, properties and assets, employees, directors and officers of the Corporation in such amounts and covering such risks as are prudent and customary in the Business. All such policies of insurance are in full force and effect and no material default exists under such policies of insurance as to the payment of premiums or otherwise under the terms of any such policy, there are no material claims by the Corporation under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; to the knowledge of the Corporation, the Corporation will be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its Business. The Corporation has not been denied any insurance coverage which it has sought or for which it has applied;

(t) the Corporation is in compliance in all respects with its timely and continuous disclosure obligations under the securities laws of the Qualifying Provinces and the policies, rules and regulations of the TSXV;

(u) the audited financial statements of the Corporation as at and for the financial period ended December 31, 2019 and the amended and restated unaudited interim financial statements of the Corporation as at and for the three and six months ended June 30, 2020 (collectively, the "**Financial Statements**"): (i) are, in all material respects, consistent with the books and records of the Corporation; (ii) have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein; and (iii) present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of the Corporation as at such dates and the results of its operations and its cash flows for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation in accordance with IFRS and, there has been no change in accounting policies or practices of the Corporation since December 31, 2019. The Corporation is not aware of any fact or circumstance presently existing that would render such Financial Statements and financial information materially incorrect;

(v) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that transactions are executed in accordance with management's

general or specific authorization, and transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS;

(w) the Auditors of the Corporation are, and were during the period covered by their report, independent public accountants as required under applicable Securities Laws and there has never been a reportable disagreement within the meaning of National Instrument 51-102 between the Corporation and the Auditors;

(x) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted, by the Corporation have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. The Corporation has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets of the Corporation that are material, and there are no audits pending of the tax returns of the Corporation (whether federal, state, provincial, local or foreign). Except to the extent that failure to do so would not have a Material Adverse Effect, all tax returns, declarations, remittances and filings required to be filed by the Corporation have been filed with all appropriate Governmental Body and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Corporation, no examination of any tax return of the Corporation is currently in progress and there are no issues or disputes outstanding with any Governmental Body respecting any taxes that have been paid, or may be payable, by the Corporation. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Corporation;

(y) there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Corporation with unconsolidated entities or other persons;

(z) the Corporation does not have any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Public Record, including in the financial statements of the Corporation contained in the Public Record and the notes thereto;

(aa) the Corporation holds the entire right, title and interest in and to all of the Owned Intellectual Property free and clear of all Liens;

(bb) (i) the Corporation has the exclusive and unfettered right to use the Owned Intellectual Property; (ii) all patents pending and registered trademarks included in the Owned Intellectual Property have been duly registered or applications to register the same have been filed in all appropriate offices and any such applications or registrations are in good standing; (iii) the Corporation holds 16 patents and has 34 patent applications pending; (iv) the Corporation has the exclusive right to use the Licensed Intellectual Property (other than commercial off-the-shelf software licensed to the Corporation); (v) all licenses to third parties of Owned Intellectual Property, if any, provide non-exclusive rights to use the relevant Intellectual Property; (vi) the Corporation is not a party to any agreement or commitment to pay any royalty or other fee to use the Licensed Intellectual

Property; (vii) the Owned Intellectual Property is valid and the rights of the Corporation in the Owned Intellectual Property are enforceable; (viii) all applications for registration of any Owned Intellectual Property are in good standing, stand in the name of the Corporation and have been filed in a materially timely manner in the appropriate offices to preserve the rights thereto and, in the case of a provisional application, the Corporation confirms that all right, title and interest in and to the invention(s) disclosed in such application have been assigned in writing (without any express right to revoke such assignment) to the Corporation, and the Corporation has prosecuted, and is prosecuting, such applications diligently; and (ix) all registrations of the Owned Intellectual Property are in good standing and are recorded in the name of the Corporation in the appropriate offices to preserve the rights thereto, and all such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in material compliance with all applicable legal requirements. No registration of the Owned Intellectual Property has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment, cancellation, expungement or lapse would not materially impact the Corporation or its property or assets. The Owned Intellectual Property and the Licensed Intellectual Property is all of the Intellectual Property used in or required for the proper carrying on of the Business of the Corporation and the Corporation has not received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Owned Intellectual Property or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the knowledge of the Corporation, is there a reasonable basis for any claim that any person other than the Corporation has any claim of legal or beneficial ownership or other claim or interest in any Owned Intellectual Property;

(cc) to the Corporation's knowledge, neither the use of the Owned Intellectual Property nor the conduct of the Business of the Corporation infringes or otherwise violates the Intellectual Property rights of any other Person. To the best of the Corporation's knowledge, no infringement, misuse or misappropriation of the Owned Intellectual Property has occurred or is occurring;

(dd) all testing, product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Corporation in connection with its Business is being conducted in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to its current and proposed Business and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects;

(ee) the Corporation's use or handling of Business Data does not violate any applicable law or industry standards, including without limitation, (a) any laws relating to the collection and/or protection of Personally Identifiable Information (including without limitation the *Personal Information Protection and Electronic Documents Act*, and all United States federal and state privacy laws that may be applicable in the jurisdictions in which the Corporation operates), and (b) binding guidance issued by a Governmental Body that pertains to one of the laws, rules or standards outlined in clause (a) (collectively "**Data Protection Laws and Standards**"). The Corporation has provided adequate notice and obtained any necessary consents required for the collection, processing, recording, organization, storage, use, disclosure and dissemination of Business Data under and in compliance with applicable law, including without limitation, Data Protection Laws and Standards. The Corporation has not received any written notice that the Corporation is or

may be in violation of any Data Protection Laws and Standards. The Corporation has not distributed or displayed any Business Data in breach of any contract. To the knowledge of the Corporation, the Corporation's privacy policies accurately describe the Corporation's use, collection, display and distribution of any Personally Identifiable Information and comply, in all material respects, with all applicable Data Protection Laws and Standards. The Corporation's operations of its business has at all times been consistent with and compliant with the then-current version of the Corporation's privacy policies. The Corporation has implemented all necessary technical, physical and organizational measures and taken all commercially reasonable steps in accordance with all Data Protection Laws and Standards to secure its websites, services and Business Data from unauthorized access or unauthorized use by any Person. To the knowledge of the Corporation, there has been no unauthorized or illegal access, use or disclosure of any Business Data (a "**Data Security Breach**"). Where applicable, the Corporation has made all notifications to customers or individuals or Governmental Body required to be made by the Corporation by any applicable law arising out of or relating to any event of access to or acquisition of any Business Data by an unauthorized Person, including to the knowledge of the Corporation, third parties and employees of the Corporation acting outside of the scope of their authority or authorization in a manner which violates applicable law, including without limitation Data Protection Laws and Standards. The Corporation has not provided copies of or access to Business Data to any Person who has not entered into a contract with the Corporation to use, receive or view Business Data. Where the Corporation uses a third party to process Business Data, the processor has provided guarantees, warranties or covenants in relation to the processing of Personally Identifiable Information that are sufficient for the Corporation's compliance with all applicable Data Protection Laws and Standards and the Corporation's privacy policies and to the knowledge of the Corporation each such data processor complies with the requirements of applicable Data Protection Laws and Standards;

(ff) no union has been accredited or otherwise designated to represent any employees of the Corporation and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the Corporation's facilities and none is currently being negotiated by the Corporation;

(gg) the Corporation has satisfied all obligations under, and there are no outstanding defaults or violations with respect to, and no taxes, penalties, or fees are owing or eligible under or in respect of, any employee benefit, incentive, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, arrangements or practices relating to the current or former employees, officers or directors of the Corporation maintained, sponsored or funded by them, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered and all contributions or premiums required to be paid thereunder have been made in a timely fashion and any such plan or arrangement which is a funded plan or arrangement is fully funded on an ongoing and termination basis, except for any default, violation, tax, penalty or fee which, whether individually or in the aggregate, has not resulted in and would not reasonably be expected to result in a Material Adverse Effect;

(hh) there has not been and there is not currently any pending labour disruption, grievance, arbitration proceeding or other conflict by any current or former employee, consultant or agent of the Corporation which could reasonably be expected to have a Material Adverse Effect and the Corporation is in compliance with all provisions of all laws and regulations respecting employment and employment practices, terms and conditions of employment

and wages and hours, except for noncompliance with any such provisions that would not have a Material Adverse Effect;

(ii) (A) the Corporation, its assets and properties and the operation of the Business, have been and are, to the knowledge of the Corporation, in compliance in all material respects with all Environmental Laws; (B) the Corporation has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws; and (C) the Corporation has never received any notice of any material non-compliance in respect of any Environmental Laws and (D) there are no material Environmental Permits necessary to conduct the Business;

(jj) without limiting the generality of the subparagraph immediately above, the Corporation is not aware of, nor has received any notice of, any material claim, judicial or administrative proceeding, pending, threatened against or contemplated, or which may affect, the Corporation or any of its properties, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Corporation is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and the Corporation is not aware of any investigation, evaluation, audit or review by any Governmental Body of the Corporation or any of its properties, assets or operations thereof to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Body, in each case which could reasonably be expected to have a Material Adverse Effect;

(kk) there are no orders, rulings or directives issued, pending or, to the knowledge of the Corporation, threatened against the Corporation under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the property or assets of the Corporation;

(ll) the Corporation is not subject to any contingent or other liability relating to the restoration or rehabilitation of land, water or any other part of the environment (except for those derived from normal production and exploration activities) or non-compliance with Environmental Laws;

(mm) the Corporation has never been in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits having the force of law, domestic or foreign, relating to environmental, health or safety matters which could reasonably be expected to have a Material Adverse Effect;

(nn) the Corporation has no Owned Real Property and the Corporation has not used the Leased Premises, or any facility which it previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Materials other than in compliance with Environmental Laws;

(oo) at the Closing Time each of this Agreement, the Warrant Indenture and the Broker Warrant Certificates (collectively, the "**Transaction Documents**") will have been duly authorized, executed and delivered by the Corporation, and upon such execution and delivery will constitute a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms except that: (i) the enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally, (ii) rights of indemnity, contribution and waiver of contribution

thereunder may be limited under applicable law; and (iii) equitable remedies, including, without limitation, specific performance and injunctive relief, may be granted only in the discretion of a court of competent jurisdiction;

(pp) (A) the Corporation has full corporate power and authority to issue the applicable Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares on the Closing Date and thereafter; (B) the Offered Shares and the Corporate Finance Fee Shares (if applicable) will be duly and validly authorized, allotted and issued as fully paid and non-assessable Common Shares by the Corporation on the Closing Date; (C) the Warrants and the Broker Warrants will be validly created and issued by the Corporation on the Closing Date; and (D) upon exercise of the: (i) Warrants and (ii) the Broker Warrants, the Warrant Shares and the Broker Shares, respectively, will be duly and validly authorized, allotted and issued as fully paid and non-assessable Common Shares;

(qq) the Corporation is a reporting issuer in good standing in each of the Qualifying Provinces and (i) has no reasonable grounds to believe that it will not continue to be a reporting issuer in good standing in each such jurisdiction for at least 12 months following the Closing; (ii) is in compliance, including with respect to its Public Record, with all applicable Securities Laws in all respects, except where any such non-compliance, whether individually or in the aggregate, would not constitute a Material Adverse Effect; (iii) it is not included on a list of defaulting reporting issuers maintained by the Securities Commissions of each such jurisdiction; (iv) the Public Record, as of each document's respective filing date, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading as of the date made; and (v) has no current confidential material change reports;

(rr) no order ceasing or suspending trading in securities of the Corporation or prohibiting the sale of securities by the Corporation has been issued that remains outstanding, and, to its knowledge, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission or self-regulatory organization; the Corporation is not in default of any material requirement of any applicable securities legislation, and the Corporation is entitled to avail themselves of the applicable prospectus exemptions available under such securities legislation in respect of the trades in its securities to Purchasers as contemplated in this Agreement;

(ss) to the knowledge of the Corporation, none of the Corporation, its officers or directors is aware of any circumstances presently existing under which liability is or could reasonably be expected to be incurred under Part 16.1 – Civil Liability for Secondary Market Disclosure of the *Securities Act* (British Columbia);

(tt) the currently outstanding Common Shares are listed and posted for trading on the TSXV and all necessary notices and filings have been made with, and all necessary consents, approvals and authorizations obtained by, the Corporation from the TSXV to ensure that (i) the Offered Shares; (ii) the Warrant Shares issuable upon exercise of the Warrants; (iii) the Broker Shares issuable upon exercise of the Broker Warrants; and (iv) the Corporate Finance Fee Shares, will be listed and posted for trading on the TSXV upon their issuance, subject only to the Standard Listing Conditions, and the Corporation is in compliance in all material respects with the Laws of the TSXV;

(uu) the Corporation has not withheld, and will not withhold from the Agents prior to the Closing Time, any material facts relating to the Corporation or the Offering;

(vv) Computershare Trust Company of Canada is the duly appointed registrar and transfer agent of the Corporation with respect to the Common Shares and Computershare Trust Company of Canada is the warrant agent in respect of the Warrants;

(ww) other than the Investor Presentation, the Corporation has not and will not provide to prospective purchasers any document or other material that would constitute an offering memorandum or future oriented financial information within the meaning of Securities Laws. The Corporation has and will not engage in any form of general solicitation or general advertising in connection with the offer and sale of the Offered Securities, including but not limited to, causing the sale of the Offered Securities to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Offered Securities whose attendees have been invited by general solicitation or advertising;

(xx) other than the Agents, there is no person, firm or company acting or purporting to act at the request of the Corporation who is entitled to any finder's fee in connection with the transactions contemplated herein and in the event that any person, firm or company acting for the Corporation at the request of the Corporation establishes a claim for any fee from the Agents, except as identified in writing to the Corporation and the Agents prior to Closing, the Corporation covenants to indemnify and hold harmless the Agents with respect thereto and with respect to all costs reasonably incurred in the defence thereof;

(yy) the Corporation has provided the Agents with all information requested by the Agents in connection with the sale of the Offered Securities and such information is true and correct in all material respects and no material fact or material facts have been omitted therefrom which would make such information misleading. There is no material fact known to the Corporation that has not been disclosed herein, or to the Agents, or in any other agreement, document or written instrument furnished by the Corporation to the Agents in connection with the transactions contemplated hereby and thereby and which has resulted in or would reasonably be expected to result in a Material Adverse Effect;

(zz) all information which has been prepared by the Corporation relating to the Corporation and its business, properties and liabilities and made available to the Agents, including the Investor Presentation and all financial, marketing, sales and operational information provided to the Agents was, as of the date of such information, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading and did not contain a misrepresentation; and

(aaa) as of the date of the delivery of an Offering Document by the Corporation:

(i) the information and statements (except information and statements relating to the Agents and provided in writing by the Agents for inclusion therein) contained or incorporated by reference in any of the Offering Documents, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Securities;

(ii) no material fact or information has been omitted therefrom (except for facts or information relating to the Agents) which is required to be stated in such disclosure or is necessary to make the statements or information contained in

such disclosure not misleading in light of the circumstances in which they were made;

(iii) except with respect to any information relating solely to the Agents and provided by the Agents for inclusion therein, the Offering Documents comply in all material respects with the requirements of Applicable Securities Laws; and

(iv) except as set forth or contemplated in the Offering Documents, there has been no adverse material change (actual, anticipated, contemplated, proposed or threatened) in the business, affairs, prospects, operations, properties, assets, liabilities (contingent or otherwise) or capital of the Corporation since the end of the period covered by the Financial Statements;

(bbb) the delivery of each Offering Document by the Corporation shall constitute the Corporation's consent to the Agents' use of the Offering Documents in connection with the distribution of the Offered Securities in the Qualifying Provinces in compliance with this Agreement unless otherwise advised in writing; and

(ccc) the test results and studies conducted by the Corporation substantiate the claims of the Corporation regarding the efficiencies, benefits and capabilities of the Corporation's products and technologies, including but not limited to, the statements in such regard as set out in the "Description of the Business" section of the Final Prospectus and the Investor Presentation; and such tests and studies were conducted in accordance with prudent and customary standards as would be conducted by a bona fide third party in the industry.

Notwithstanding any contrary provision in this Agreement including any schedule hereto, no investigation or opportunity afforded to the Agents or its advisors to conduct due diligence shall in any way affect, or limit liability for, any representation, warranty or covenant of the Corporation contained in this Agreement and the Agents will be deemed to have relied solely upon the representations, warranties and covenants contained in this Agreement, notwithstanding any contrary information that may have been provided or made available to the Agents or any of the Agents' representatives or that the Agents discovered in the course of any such investigation either prior to or subsequent to the date of this Agreement.

7 Covenants of the Corporation

The Corporation hereby covenants to the Agents that the Corporation:

(a) will advise the Agents, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any Securities Regulators in the Qualifying Provinces of any order suspending or preventing the use of any of the Offering Documents;

(ii) the suspension of the qualification of the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares in any of the Qualifying Provinces or the institution, threatening or contemplation of any proceeding for any such purposes; or

(iii) any requests made by any Securities Regulators in the Qualifying Provinces for amending or supplementing the Preliminary Prospectus or the Final Prospectus or for additional information, and will use its best efforts to prevent the issuance of

any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(b) will file or cause to be filed with the TSXV all necessary documents and will take commercially reasonable steps to ensure that the Offered Shares, the Warrant Shares, the Broker Shares and the Corporate Finance Fee Shares have been conditionally approved for listing and for trading on the TSXV, prior to the filing of the Final Prospectus, subject only to satisfaction by the Corporation of the Standard Listing Conditions, and the Corporation shall thereafter use its reasonable best efforts to fulfil the Standard Listing Conditions within the time period prescribed by the TSXV;

(c) will use commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Applicable Securities Laws in the Qualifying Provinces for a period of 24 months following the Closing Date, provided that the foregoing requirement shall not prevent the Corporation from completing a sale of all or substantially all of its assets or any transaction which would result in the Corporation ceasing to be a "reporting issuer" pursuant to a take-over bid or other transaction that requires a vote by shareholders of the Corporation;

(d) will use its commercially reasonable efforts to maintain the listing of (i) the Offered Shares; (ii) the Warrant Shares issuable upon exercise of the Warrants; (iii) the Broker Shares issuable upon exercise of the Broker Warrants; and (iv) the Corporate Finance Fee Shares, on the TSXV or another recognized stock exchange or quotation system for a period of at least 24 months following the Closing Date, provided that the foregoing requirement shall not prevent the Corporation from completing a sale of all or substantially all of its assets or any transaction which would result in the Corporation ceasing to be a "reporting issuer" pursuant to a take-over bid or other transaction that requires a vote by shareholders of the Corporation;

(e) will duly execute and deliver the Warrant Indenture and the Broker Warrant Certificates at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Corporation;

(f) will ensure that, at the Closing Time, the Offered Shares and the Corporate Finance Fee Shares (if applicable) shall be duly issued as fully paid and non-assessable Common Shares on payment of the purchase price therefor;

(g) will ensure that, at the Closing Time, the Warrants and the Broker Warrants shall be duly and validly created and issued and shall have attributes corresponding in all material respects to the description set forth in this Agreement, the Broker Warrants Certificates, and the Warrant Indenture, as applicable;

(h) will ensure that at all times following the grant of the Broker Warrants and prior to the expiry of the Broker Warrants, a sufficient number of Broker Shares are allotted and reserved for issuance upon the due exercise of the Broker Warrants in accordance with their terms;

(i) will ensure that at all times following the grant of the Warrants and prior to the expiry of the Warrants, a sufficient number of Common Shares are allotted and reserved for issuance upon the due exercise of the Warrants in accordance with their terms;

(j) will ensure that, upon due exercise of the Broker Warrants in accordance with their terms, the Broker Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;

(k) will ensure that, upon due exercise of the Warrants in accordance with their terms, the Warrant Shares shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;

(l) will ensure ensure that the Offered Shares, the Warrant Shares, the Broker Shares and the Corporate Finance Fee Shares are listed and posted for trading on the TSXV upon their respective dates of issuance;

(i) use its best efforts to maintain the Warrant Agent or a substituted warrant agent in respect of the Warrants issued to the Purchasers until the exercise or expiry of all of such Warrants;

(m) will use the net proceeds of the Offering in the manner specified in the Final Prospectus, subject to the qualifications contained therein;

(n) use its commercially reasonable efforts to cause its directors and officers to enter into the Form of Lock-Up Agreement attached hereto as Schedule "C"; and

(o) from the date hereof until 60 days following the Closing Date, not to, without the prior written consent of the Agents, such consent not to be unreasonably withheld, issue, agree to issue or announce any intention to issue any additional debt, Common Shares or any securities convertible into or exchangeable for Common Shares, other than: (i) as contemplated herein; (ii) the exchange, transfer, conversion or exercise of existing outstanding securities; (iii) the issuance of options, or if available, share-based awards under the Corporation's equity compensation plans; (iv) commitments to issue securities existing on the date hereof; or (v) the issuance of securities in connection with property or share acquisitions from Persons arm's length to the Corporation in the normal course of business (including to acquire assets or intellectual property rights);

8 Representations and Warranties of the Agents

Each Agent hereby severally represents, warrants and covenants to the Corporation, and acknowledges that the Corporation is relying upon each of such representations, warranties and covenants in entering into the transactions contemplated hereby, as follows:

(a) the Agent is, and will remain, until the completion of the Offering, appropriately registered under Applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder and is registered as a dealer (other than as an exempt market dealer) in each of the Qualifying Provinces;

(b) the Agent has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated under this Agreement on the terms and conditions set forth herein;

(c) this Agreement has been duly authorized, executed and delivered by the Agent and constitutes a legal, valid and binding obligation of such Agent enforceable against the Agent in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, except as limited by the application of equitable principles when

equitable remedies are sought and except as rights to indemnity, contribution and waiver of contribution may be limited by applicable Laws;

(d) the Agent will offer the Offered Securities for sale to the public in the Qualifying Provinces, directly and through sub-agents, if any, in compliance with Applicable Securities Laws and upon the terms and conditions set forth in this Agreement;

(e) the Agent will conduct activities in connection with the Offering in compliance with all Securities Laws and upon the terms and conditions set forth in the Final Prospectus and this Agreement and cause a similar covenant to be obtained from sub-agents, if any, in connection with the distribution of the Offered Securities;

(f) the Agent will refrain from advertising the Offering by (A) printed public media of general and regular paid circulation, (B) radio, (C) television or (D) telecommunications, including electronic display and not make use of any green sheet or other internal marketing document without the prior written consent of the Corporation, such consent to be promptly considered and not to be unreasonably withheld; and

(g) the Agent will comply with, and ensure that its directors, officers, employees and affiliates comply with all applicable market stabilization rules and requirements of the Securities Commissions and Applicable Securities Laws.

9 Conditions of Closing

The following are conditions precedent to the obligations of the Agents to complete the Closing and of the Purchasers to purchase the Offered Securities at the Closing Time, which conditions the Corporation covenants and agrees to use its best efforts to fulfil within the time set out herein therefor, and which conditions may be waived in writing in whole or in part by the Agents:

(a) the Corporation shall have caused its counsel, Fasken Martineau DuMoulin LLP, to deliver to the Agents legal opinions dated and delivered on the Closing Date addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents acting reasonably, with respect to the following matters:

(i) the Corporation being a "reporting issuer", or its equivalent, in each of the Qualifying Provinces and not in default under Applicable Securities Laws in the Qualifying Provinces;

(ii) the Corporation being a corporation existing under the laws of the *Business Corporations Act* (British Columbia);

(iii) the Corporation having the corporate power and capacity to own and lease its property and assets and to conduct its Business as described in the Final Prospectus;

(iv) the authorized and issued share capital of the Corporation;

(v) the Corporation having all necessary corporate power and capacity to execute and deliver the Transaction Documents and to perform its obligations hereunder and thereunder, including to create, issue and sell the Offered Securities, the Corporate Finance Fee Shares and the Broker Warrants, to issue the Warrant Shares issuable upon the exercise of the Warrants and to issue the Broker Shares issuable upon the exercise of the Broker Warrants;

(vi) the Corporation has the necessary corporate power and authority to sign and deliver the Preliminary Prospectus and the Final Prospectus and all necessary corporate action having been taken by the Corporation to authorize the execution and delivery of each of the Preliminary Prospectus and the Final Prospectus and any Supplementary Material and the filing thereof with the Securities Commissions;

(vii) the Offered Shares and the Corporate Finance Fee Shares having been duly and validly authorized for issuance and that, at the Closing Time and upon payment of the purchase price therefor and the issuance thereof, the Offered Shares and the Corporate Finance Fee Shares will be duly and validly issued as fully paid and non-assessable Common Shares;

(viii) the form and terms of the Broker Warrant Certificates having been approved by the board of directors of the Corporation;

(ix) the Warrants and the Broker Warrants have been validly authorized, issued and created;

(x) the Warrant Shares issuable upon exercise of the Warrants having been reserved for issuance by the Corporation and, upon the payment of the exercise price therefor and the issue thereof in accordance with the terms of the Warrant Indenture, being validly issued as fully paid and non-assessable Common Shares;

(xi) the Broker Shares issuable upon exercise of the Broker Warrants having been reserved for issuance by the Corporation and, upon the payment of the exercise price therefor and the issue thereof in accordance with the terms of the Broker Warrant Certificates, being validly issued as fully paid and non-assessable Common Shares;

(xii) all necessary corporate action having been taken by the Corporation to authorize the execution and delivery of the Transaction Documents and the performance of its obligations hereunder and thereunder, including the issuance and sale of the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares, the issuance of the Warrant Shares upon exercise of the Warrants and the issuance of the Broker Shares upon exercise of the Broker Warrants, and the Transaction Documents having been executed and delivered by the Corporation and constituting legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, subject to standard qualifications, including that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions thereof relating to indemnity, contribution and waiver of contribution may be unenforceable;

(xiii) the execution and delivery of the Transaction Documents, the fulfilment of the terms hereof and thereof by the Corporation, including the issuance and sale of the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares, the issuance of the Warrant Shares upon exercise of the Warrants and the issuance of the Broker Shares upon exercise of the Broker Warrants, do not and will not (as the case may be) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both: (i) the provisions of the *Business Corporations Act* (British

Columbia) or the regulations thereunder, (ii) the constating documents and by-laws of the Corporation; or (iii) Applicable Securities Laws;

(xiv) all necessary documents having been filed, all requisite proceedings having been taken and all approvals, permits, authorizations and consents of the appropriate regulatory authority in each of the Qualifying Provinces having been obtained by the Corporation to qualify the distribution of the Offered Securities through persons who are registered under Applicable Securities Laws and who have complied with the relevant provisions of Applicable Securities Laws;

(xv) subject to the qualifications set out in the Preliminary Prospectus and the Final Prospectus under the headings "*Eligibility for Investment*" and "*Certain Canadian Federal Income Tax Considerations*" the Offered Shares, the Warrants underlying the Units and the Warrant Shares underlying the Warrants are "qualified investments" for Exempt Plans, and the statements in the Preliminary Prospectus and the Final Prospectus under the headings "*Eligibility for Investment*" and "*Certain Canadian Federal Income Tax Considerations*", constitute a fair summary of the matters discussed therein;

(xvi) no filing, proceeding, approval, consent or authorization is required to be made, taken or obtained by the Corporation under Applicable Securities Laws, other than such as have been filed or obtained, to permit the issuance by the Corporation of the Offered Securities, the Broker Warrants, the Broker Shares or the Corporate Finance Fee Shares, provided that no commission or other remuneration is paid or given in respect of the distribution except for administrative or professional services or for services performed by a registered dealer, except as may be required under Applicable Securities Laws and the rules of the TSXV;

(xvii) the attributes of the Offered Securities are consistent, in all material respects, with the descriptions in the Preliminary Prospectus and the Final Prospectus;

(xviii) all necessary documents have been filed, all proceedings have been taken and all legal requirements have been fulfilled as required under the Applicable Securities Laws in order to qualify the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares for distribution in the Qualifying Provinces by or through investment dealers or brokers who are registered under the Applicable Securities Laws and who have complied with the relevant provisions of the Applicable Securities Laws;

(xix) the issue and delivery by the Corporation in the Qualifying Provinces of the Warrant Shares to the holders of Warrants upon their exercise pursuant to the terms of the Warrant Indenture being exempt from, or not subject to, the prospectus requirements of Applicable Securities Laws and no prospectus or other documents being required to be filed, proceedings taken or approvals, permits, consents or authorizations required to be obtained under Applicable Securities Laws (other than such as will have already been filed or obtained) to permit such issue;

(xx) the first trade in, or resale of, the Warrant Shares issuable upon exercise of the Warrants being exempt from, or not subject to, the prospectus requirements of Applicable Securities Laws and no prospectus or other documents being required to be filed, proceedings taken or approvals, permits, consents or authorizations

required to be obtained under Applicable Securities Laws (other than such as will have already been filed or obtained) to permit such trade, provided that the trade will not be a "control distribution" (as defined in National Instrument 45-102 – *Resale of Securities*), the Corporation is a reporting issuer at the time of the trade, and such trade is not a transaction or series of transactions involving purchases and sales or repurchases and resales in the course of or incidental to a "distribution" (as defined under Applicable Securities Laws);

(xxi) the issue and delivery by the Corporation in the Qualifying Provinces of the Broker Shares to the holders of Broker Warrants upon their exercise pursuant to the terms of the Broker Warrant Certificates being exempt from, or not subject to, the prospectus requirements of Applicable Securities Laws and no prospectus or other documents being required to be filed, proceedings taken or approvals, permits, consents or authorizations required to be obtained under Applicable Securities Laws (other than such as will have already been filed or obtained) to permit such issue;

(xxii) the first trade in, or resale of, the Broker Shares issuable upon exercise of the Broker Warrants being exempt from, or not subject to, the prospectus requirements of Applicable Securities Laws and no prospectus or other documents being required to be filed, proceedings taken or approvals, permits, consents or authorizations required to be obtained under Applicable Securities Laws (other than such as will have already been filed or obtained) to permit such trade, provided that the trade will not be a "control distribution" (as defined in National Instrument 45-102 – *Resale of Securities*), the Corporation is a reporting issuer at the time of the trade, and such trade is not a transaction or series of transactions involving purchases and sales or repurchases and resales in the course of or incidental to a "distribution" (as defined under Applicable Securities Laws);

(xxiii) (i) the Offered Shares; (ii) the Warrant Shares; (iii) the Broker Shares issuable upon exercise of the Broker Warrants; and (iv) the Corporate Finance Fee Shares, are conditionally approved for listing and, upon notification to the TSXV of the issuance and sale thereof and fulfillment of the conditions of the TSXV, will be listed and posted for trading on the TSXV;

(xxiv) Computershare Trust Company of Canada having been duly appointed as the warrant agent pursuant to the Warrant Indenture; and

(xxv) Computershare Trust Company of Canada having been duly appointed as the transfer agent and registrar for the Common Shares.

In connection with such opinions, counsel to the Corporation may rely on the opinions of local counsel in the Qualifying Provinces acceptable to counsel to the Agents, acting reasonably, as to qualification for distribution of the Offered Securities, the Broker Warrants and the Corporate Finance Fee Shares or opinions may be given directly by local counsel of the Corporation with respect to those items and as to other matters governed by the laws of jurisdictions other than the province in which they are qualified to practise and may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers of the Corporation and others;

(b) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and the Chief Financial Officer of the Corporation, or such other

officer(s) of the Corporation as the Agents may agree, certifying for and on behalf of the Corporation with respect to: (i) the constating documents of the Corporation; (ii) the resolutions of the Corporation's board of directors relevant to the Offering and the authorization of the other agreements and transactions contemplated herein; and (iii) the incumbency and signatures of signing officers of the Corporation;

(c) the Corporation shall cause the Auditors to deliver to the Agents a comfort letter, dated as of the Closing Date, in form and substance satisfactory to the Agents, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in subsection 4(a)(iii) hereof;

(d) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, or such other officers of the Corporation as the Agents may request, certifying for and on behalf of the Corporation, after having made due enquiry and after having carefully examined the Final Prospectus and any Supplementary Material, that:

(i) the Corporation has complied with all of the covenants and satisfied all of the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time in all material respects;

(ii) no order, ruling or determination having the effect of ceasing or suspending the trading in the Common Shares or prohibiting the sale of the Offered Securities or any other securities of the Corporation has been issued by any regulatory authority and continuing in effect and no proceedings for such purpose having been instituted or being pending or, to the knowledge of such officers, contemplated or threatened under any relevant securities laws (including Applicable Securities Laws) or by any regulatory authority;

(iii) subsequent to the respective dates as at which information is given in the Final Prospectus, there has not occurred a Material Adverse Effect or any change or development involving a prospective Material Adverse Effect, other than as disclosed in the Final Prospectus or any Supplementary Material, as the case may be;

(iv) no material change relating to the Corporation has occurred since the date hereof with respect to which the requisite material change report has not been filed and no such disclosure having been made on a confidential basis that remains confidential; and

(v) the representations and warranties of the Corporation contained in this Agreement and in any certificates of the Corporation delivered pursuant to or in connection with this Agreement, are true and correct as at the Closing Time in all material respects, with the same force and effect as if made on and as at the Closing Time, after giving effect to the transactions contemplated by this Agreement;

(e) all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under Applicable Securities Laws in the Qualifying Provinces necessary for the offer and sale of the Offered Securities, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will have been made or obtained, as applicable (other than, in respect of the

Offering, the filing of reports required under Applicable Securities Laws in the Qualifying Provinces within the prescribed time periods and the filing of standard documents with the TSXV, which documents will be filed as soon as practicable after the Closing Date and, in any event, within such deadline as may be imposed by such Securities Laws or the TSXV);

(f) evidence satisfactory to the Agents that the (i) the Offered Shares; (ii) the Warrant Shares; (iii) the Broker Shares issuable upon exercise of the Broker Warrants; and (iv) the Corporate Finance Fee Shares have been conditionally listed on the TSXV subject only to the Standard Listing Conditions, and upon notice to the TSXV shall be posted for trading as at the opening of business on the Closing Date;

(g) the Agents shall have completed and be satisfied, in its sole discretion, with the results of its due diligence investigations regarding the Corporation, its business, operations and financial condition and market conditions at the Closing Time;

(h) the Agents shall have received a certificate from Computershare Trust Company of Canada as to the number of Common Shares issued and outstanding as at the date immediately prior to the Closing Date;

(i) the Agents shall have received a certificate of status (or the equivalent) in respect of the Corporation issued by the appropriate regulatory authority in the jurisdiction in which the Corporation is incorporated, amalgamated or continued, as the case may be, which certificate shall be dated no more than two Business Days prior to the Closing Date;

(j) the Agents shall have received the Corporate Finance Fee Shares (if applicable) and duly executed copies of the Broker Warrant Certificates in form and substance satisfactory to the Agents, acting reasonably; and

(k) each of the directors and officers of the Corporation shall have delivered to the Agents a signed copy of the Form of Lock-Up Agreement attached hereto as Schedule "C".

10 Closing

The Closing shall be completed via electronic exchange of documents unless otherwise agreed to by the Corporation and the Agents.

At or prior to the Closing Time, the Corporation shall duly and validly deliver to the Agents one or more certificate(s) in definitive form (including such other form of evidence of ownership) or in the form of an electronic deposit pursuant to the non-certificated issue system maintained by CDS Clearing and Depository Services Inc. representing the Offered Securities registered in such name or names as the Agents may notify the Corporation in writing, against payment by the Agents to the Corporation, at the direction of the Corporation, in the lawful money of Canada by wire transfer or, if permitted by applicable law, by certified cheque or bank draft, payable at par in Vancouver, British Columbia, of an amount equal to the proceeds of the Offering net of the Agents' Fees and estimated Agents' Expenses in accordance with Section 12 hereof.

11 Over-Allotment Option

(a) The Agents may exercise the Over-Allotment Option in whole or in part during the currency thereof by delivering written notice to the Company (the "**Over-Allotment Notice**") which notice shall set forth (i) the aggregate number of Additional Units to be

issued and sold; and (ii) the Closing Date for the Additional Units,.

(b) The offer and sale of Additional Units shall be completed in accordance with Section 10 hereof.

(c) The applicable terms, conditions and provisions of this Agreement (including the provisions of Section 9 hereof relating to conditions of closing) shall apply mutatis mutandis to the Closing of the issuance of any Additional Units pursuant to any exercise of the Over- Allotment Option.

(d) In the event that the Corporation shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the Purchase Price and to the number of Additional Units issuable on exercise thereof such that the Agents are entitled to arrange for the sale of the same number and type of securities that the Agents would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or other change.

12 Expenses

The Corporation shall pay all reasonable expenses and fees in connection with the Offering including, without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Securities; (ii) the fees and expenses of the Corporation's legal counsel, auditors and other advisors; (iii) all costs incurred in connection with the preparation of documentation related to the Offering, including filing fees; (iv) the fees and disbursements of the Agents' legal counsel and all applicable taxes thereon (subject to the maximum amount set forth in the Engagement Letter); and (v) all reasonable "out-of-pocket expenses" of the Agents plus all taxes thereon (subject to the maximum amount set forth in the Engagement Letter) ((iv) and (v) collectively, the "**Agents' Expenses**"). All expenses payable by the Corporation to the Agents in accordance with this Agreement shall be payable whether or not the Offering is completed. Such fees and expenses shall be deducted from the gross proceeds otherwise payable to the Corporation at the Closing Time. Where taxes are applicable and payable by the Agents under the terms of this Agreement, an additional amount will be charged to and shall be payable by the Corporation to the Agents at the Closing Time from the gross proceeds of the Offering to reimburse the Agents for such taxes.

13 Indemnities

The Corporation or affiliated companies, as the case may be (collectively, the "**Indemnitor**") agrees to indemnify and hold harmless the Agents and each of their respective affiliates and each of their respective directors, officers, employees, securityholders and agents (collectively, the "**Indemnified Parties**" and each, an "**Indemnified Party**"), to the full extent lawful, from and against all expenses, fees, losses, claims, actions, damages, obligations and liabilities, joint or several, of any nature (including the reasonable fees and expenses of their respective counsel and other expenses, but not including any amount for lost profits) (collectively, "**Losses**") that are incurred in investigating, defending or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (collectively, the "**Claims**") or to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims arise out of or are based upon, directly or indirectly, this Agreement or the transaction contemplated herein together with any Losses that are incurred in enforcing this indemnity. This indemnity shall not be available to an Indemnified Party in respect of Losses incurred where a court of competent jurisdiction in a final judgment that has become non-appealable determines

that such Losses resulted solely from the fraud, gross negligence or willful misconduct of the Indemnified Parties.

The Indemnitor agrees to waive any right it may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Indemnitor also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting Claims on behalf of or in right of the Corporation for or in connection with the Offering except to the extent of the amount of any Losses suffered by the Corporation are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted solely from fraud, the gross negligence or wilful misconduct of the Indemnified Party.

If for any reason (other than a determination as to any of the events referred to immediately above) this indemnity is unavailable to an Indemnified Party or is insufficient to hold an Indemnified Party harmless in respect of any Claim, the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the Losses paid or payable by an Indemnified Party as a result of such Claim, the amount (if any) equal to (i) such amount paid or payable, minus (ii) the amount of the fees received by the Indemnified Party, if any, under this Agreement or the transaction contemplated herein.

The Indemnitor agrees that in case any legal proceeding shall be brought against, or an investigation is commenced in respect of, the Indemnitor or an Indemnified Party and an Indemnified Party or its personnel are required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of this Agreement or the transactions contemplated herein, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Indemnitor as they occur.

The Indemnified Party will notify the Indemnitor promptly in writing after receiving notice of any Claim against the Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, stating the particulars thereof, will provide copies of all relevant documentation to the Indemnitor and, unless the Indemnitor assumes the defence thereof, will keep the Indemnitor advised of the progress thereof and will discuss all significant actions proposed. The omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to an Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such Claim or results in any material increase in the liability under this indemnity which the Indemnitor would otherwise have incurred had the Indemnified Party not so delayed in giving, or failed to give, the notice required hereunder.

The Indemnitor shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence of any Claim, provided such defence is conducted by counsel of good standing acceptable to the Indemnified Party. Upon the Indemnitor notifying the

Indemnified Party in writing of its election to assume the defence and retaining counsel, the Indemnitor shall not be liable to an Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is not assumed by the Indemnitor, the Indemnified Parties, throughout the course thereof, shall provide copies of all relevant documentation to the Indemnitor, shall keep the Indemnitor advised of the progress thereof and shall discuss with the Indemnitor all significant actions proposed. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof and will discuss with the Indemnified Party all significant actions proposed.

Notwithstanding the foregoing paragraph, any Indemnified Party shall have the right, at the Indemnitor's expense, to separately retain counsel of such Indemnified Party's choice, in respect of the defence of any Claim if: (i) the employment of such counsel has been authorized by the Indemnitor; (ii) the Indemnitor has not assumed the defence and employed counsel therefor promptly after receiving notice of such Claim; or (iii) counsel retained by the Indemnitor or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the Claim may not fall within the indemnity set forth herein (in any of which events the Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf), provided that the Indemnitor shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties.

No admission of liability, no settlement of any Claim, no compromise nor any consent to the entry of any judgement shall be made by the Indemnitor without the prior written consent of the Indemnified Parties affected.

The Indemnitor hereby acknowledges that the Agents acts as trustee for the other Indemnified Parties of the Indemnitor's covenants under this indemnity and the Agents agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

The indemnity and contribution obligations of the Indemnitor hereunder shall be in addition to any liability which the Indemnitor may otherwise have (including under this Agreement and the transaction contemplated herein), shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Indemnitor, the Agent and any other Indemnified Party. The foregoing provisions shall survive any termination of this Agreement or the completion of professional services rendered under this Agreement.

14 Termination Rights

In addition to any other remedies which may be available to the Agents, either Agent shall be entitled to terminate and cancel, without any liability on its part or on the part of the other Agent, all of its obligations under this Agreement and the obligations of any Person whom the Agents have solicited to purchase the Offered Securities, by notice in writing to that effect delivered to the Corporation prior to the Closing Time if:

(a) the due diligence investigations performed by the Agents or their representatives reveal any material information or fact which, in the sole opinion of either Agent, is materially adverse to the Corporation or its Business, or materially adversely affects the price or value of the securities underlying the Units;

(b) there shall be any material change or a change in any material fact or a new material fact shall arise or there should be discovered any previously undisclosed material fact required to be disclosed or any amendment thereto, in each case, that has or would be expected to have, in the sole opinion of either Agent, acting reasonably, a significant adverse change or effect on the business or affairs of the Corporation or on the market price or the value of the securities of the Corporation;

(c) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, pandemic or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of either Agent, acting reasonably, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets in Canada and the United States generally or the business, operations or affairs of the Corporation or the market price or value of the securities of the Corporation;

(d) (A) any order to cease or suspend trading in any securities of the Corporation or prohibiting or restricting the distribution of its Common Shares, is made or proceedings are announced or commenced for the making of any such order, by any Securities Commission or similar regulatory authority, stock exchange on which the securities of the Corporation are listed or by any other competent authority, and has not been rescinded, revoked or withdrawn; (B) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation or any of its principal shareholders where wrongdoing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including the TSXV or securities authority; or (C) there is any change of law, regulation, or policy or interpretation or administration thereof, if, in the sole opinion of either Agent, acting reasonably, the announcement or commencement thereof or change, as the case may be, materially adversely affects the trading or distribution of the securities of the Corporation;

(e) the Corporation is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement is or becomes false in any material respect; or

(f) the state of the financial markets in Canada or elsewhere where it is planned to market the securities is such that in the reasonable opinion of either Agent the Offered Units cannot be profitably marketed.

If the Agents terminate this Agreement pursuant to this Section there shall be no further liability on the part of the Agents or of the Corporation to the Agents except in respect of any liability which may have arisen or may thereafter arise under Sections 12, 13 or 14 hereof.

15 Breach of Agreement

All terms and conditions of this Agreement to be performed or satisfied by the Corporation shall be constituted as conditions and any material breach of, or failure by the Corporation to comply with, any term or condition of this Agreement shall entitle the Agents, acting reasonably, on behalf of the Purchasers of the Offered Securities, to terminate their respective obligations to purchase the Offered Securities by notice to that effect given to the Corporation prior to the Closing Time. In the event of any such termination, there shall be no further liability on the part of the Corporation or the Agents except in respect of any liability which may have arisen or may thereafter arise under Sections 12, 13 or 14 hereof. The Agents may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in

respect of any other terms and conditions or any other or subsequent breach or non-compliance provided, however, that any waiver or extension must be in writing and signed by the Agents in order to be binding upon it.

16 Notices

Any notice under this Agreement shall be given in writing and either delivered or telecopied to the party to receive such notice at the address or telecopy numbers indicated below:

To the Corporation:

Nano One Materials Corp.
101B – 8575 Government Street
Burnaby, British Columbia
V39 4V1

Attention: Dan Blondal, Chief Executive Officer
Email: Dan.Blondal@nanoone.ca

with a copy to:

Fasken Martineau DuMoulin LLP
Suite 550, 550 Burrard Street
Vancouver, BC V6C 0A3

Attention: Steve Saville
Email: ssaville@fasken.com

to the Agents:

Eight Capital
100 Adelaide Street West Suite 2900
Toronto, Ontario M5H 1A3

Attention: Tony Loria
Email: tloria@viiicapital.com

Gravitas Securities Inc.
Bay Adelaide Center
333 Bay Street, Suite 1720
Toronto, ON M5H 2R2

Attention: Blayne Creed
Email: BCreed@gravitassecurities.com

with a copy (but not as notice) to:

Wildeboer Dellelce LLP
Wildeboer Dellelce Place
365 Bay Street, Suite 800
Toronto, Ontario M5H 2V1

Attention: Michael Rennie
Email: mrennie@wildlaw.ca

or to such other address as any of the parties may designate by notice given to the others.

Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given and made if (a) in writing and served by personal delivery upon the party for whom it is intended; (b) if delivered by email upon the earlier of (i) with receipt confirmed or (ii) one Business Day following sending by email; or (c) if delivered by certified mail, registered mail or courier service, upon the earlier of (i) return receipt received to the party at the address set forth below, to the persons indicated or (ii) one Business Day following sending such certified mail, registered mail or courier service.

17 Agents' Obligations.

The Agents' obligations under this Agreement shall be several and not joint nor joint and several, and the Agents' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Eight Capital	-	50%
Gravitas Securities Inc.	-	50%

18 Agents' Authority.

The Corporation shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Agents by Eight Capital who shall represent the Agents and have authority to bind all the Agents hereunder. In all cases, Eight Capital shall use its best efforts to consult with the other Agents prior to taking any action contemplated herein.

19 Obligations of the Agents.

In performing their respective obligations under this Agreement, the Agents shall be acting severally and neither jointly nor jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture between the Agents. The Corporation acknowledges and agrees that: (a) neither Agent has assumed or will assume a fiduciary responsibility in favour of the Corporation with respect to the Offering contemplated hereby or the process leading thereto and neither Agent has any obligation to the Corporation with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Agents and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporation; and (c) the Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Corporation has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

20 Survival

The obligations of the Corporation set out in Sections 12, 13 and 14 shall survive the purchase of the Offered Securities by the Purchasers and shall continue in full force and effect unaffected by any subsequent disposition of the Offered Securities, and the Agents shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in the course of the distribution of the Offered Securities. All other representations, warranties, covenants, and agreements of the Corporation contained herein or contained in any document submitted pursuant to this Agreement or in connection with the purchase of the Offered Securities shall survive the purchase of the Offered Securities by the Purchasers and shall continue in full force and effect

unaffected by any subsequent disposition of the Offered Securities, for a period of three years from the Closing Date, and the Agents shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in the course of the distribution of the Offered Securities.

21 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the Offering and the transactions contemplated thereby and supersedes any and all prior negotiations, agreements and understandings between the parties pertaining to the Offering and the transactions contemplated thereby, including the Engagement Letter. There are no representations, warranties, covenants, agreements, conditions, indemnities or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the Offering or the transactions contemplated thereby except as expressly contained in this Agreement. No reliance is placed on any representation, warranty, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this Agreement by any party or its directors, officers, employees, partners or agents, to any other party or its directors, officers, employees, partners or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement, and none of the parties has been induced to enter into this Agreement by reason of any such representation, warranty, opinion, advice or assertion of fact.

22 Further Assurances.

Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

23 Severability

If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this Agreement and shall be severable from this Agreement.

24 Counterparts

This Agreement may be executed in any number of counterparts and by fax or email all of which when taken together shall be deemed to be one and the same document and not withstanding its actual date of execution shall be deemed to be dated as of the date first above written.

25 General

The Agreement shall be governed by and interpreted in accordance with the laws of British Columbia and the federal laws of Canada applicable therein and time shall be of the essence hereof. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of British Columbia with respect to any matter arising hereunder or related thereto.

26 Successors and Assigns

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agents and their respective successors and permitted assigns.

27 Effective Date.

This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

[Signature Page Follows.]

If the above is in accordance with your understanding, please sign and return to the Agents a copy of this letter, whereupon this letter and your acceptance shall constitute a binding agreement between the Corporation and the Agents.

EIGHT CAPITAL

Per: *"Tony Loria"*

Name: Tony Loria

Title: Principal, Head of Investment Banking – Calgary

GRAVITAS SECURITIES INC.

Per: *"Blayne Creed"*

Name: Blayne Creed

Title: President & Chief Executive Officer

The above offer is hereby accepted and agreed to as of the date first above written.

NANO ONE MATERIALS CORP.

Per: *"Dan Blondal"*

Name: Dan Blondal

Title: Chief Executive Officer

SCHEDULE "A"

UNITED STATES OFFERS AND SALES

This is Schedule "A" to the Agency Agreement dated as of October 26, 2020 between Nano One Materials Corp. and the Agents referenced therein.

As used in this Schedule "A" and related appendices, capitalized terms used but not defined herein will have the meanings ascribed to them in the Agency Agreement to which this Schedule "A" is annexed and the following terms will have the meanings indicated:

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

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

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

"**General Solicitation**" and "**General Advertising**" mean "general solicitation" and "general advertising", respectively, as those terms are used under Rule 502(c) of Regulation D promulgated under the U.S. Securities Act, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

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

"**QIB Certificate**" means the Qualified Institutional Buyer Letter in the form attached as Exhibit A to the U.S. Private Placement Memorandum.

"**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act; and

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

Representations, Warranties and Covenants of the Agents

Each of the Agents (on its own behalf and on behalf of its U.S. Affiliate) acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Agent (on its own behalf and on behalf of its U.S. Affiliate) severally and not jointly represents, warrants, covenants and agrees to and with the Corporation that:

1. Neither the Agent nor its U.S. Affiliate has offered or sold nor will any of them offer or sell any Offered Securities except (a) in an Offshore Transaction, in accordance with Rule 903 of Regulation S or (b) in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person that is a Qualified Institutional Buyer and an Institutional Accredited Investor pursuant to the exemption from registration available under Rule 506(b) of

Regulation D, and in transactions that are exempt from the registration requirements of applicable state securities laws, as provided in this Schedule "A". Accordingly, none of the Agents, the U.S. Affiliates or any of their respective affiliates or any persons acting on their behalf (including any Selling Firms) (i) have engaged or will engage in any Directed Selling Efforts in the United States with respect to the Offered Securities; or (ii) except as permitted by this Schedule "A", have made or will make (x) any offers to sell Offered Securities in the United States or to, or for the account or benefit of, a person in the United States or a U.S. Person or (y) any sale of Offered Securities unless at the time the purchaser made its buy order therefor, the Agent, the U.S. Affiliate or other person acting on any of their behalf reasonably believed that such purchaser was outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person.

2. Neither the Agent nor its U.S. Affiliate has entered nor will any of them enter into any contractual arrangement with respect to the offer, sale or any distribution of the Offered Securities, except with the prior written consent of the Corporation.

3. All offers and sales of Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, have been and will be made through an Agent's U.S. Affiliate which in each case is and at all relevant times was and will be a broker-dealer registered pursuant to Section 15(b) of the U.S. Securities Exchange Act of 1934, as amended, and in good standing with the Financial Industry Regulatory Authority Inc., and otherwise in compliance with all applicable U.S. broker-dealer requirements (including those of self-regulatory authorities) and Securities Laws, and all such offers and sales of Offered Securities have been and will be made only in states of the United States where such U.S. Affiliate is registered or otherwise exempt from registration.

4. In connection with offers and sales of Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, no form of General Solicitation or General Advertising has been or will be used. Neither the Agent, its U.S. Affiliate, their respective affiliates or any persons acting on their behalf (including any Selling Firms) have engaged or will engage in any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with the offer or sale of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person.

5. Any offer or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, was or will be made only to Qualified Institutional Buyers who are also Institutional Accredited Investors with whom, in each case, such Agent, its U.S. Affiliate or the Corporation has a pre-existing relationship prior to such offer or solicitation and a reasonable basis for believing to be a Qualified Institutional Buyer and Institutional Accredited Investor.

6. The Agent, through its U.S. Affiliate, will inform all purchasers of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, and all purchasers of Offered Securities that were offered the Offered Securities in the United States, that the Offered Securities have not been and will not be registered under the U.S. Securities Act and the Offered Securities are being offered and sold to such persons in reliance on Rule 506(b) of Regulation D and similar exemptions under applicable state securities laws.

7. Each offeree in the United States, or that is acting for the account or benefit of, a person in the United States or a U.S. Person, has been or will be provided with a copy of the U.S. Private Placement Memorandum, and no other written material has been or will be used in connection with the offer or sale of the Offered Securities in the United States, or to or for the account or

benefit of, a person in the United States or a U.S. Person,. Each person purchasing Offered Securities in the United States, or for the account or benefit of, a person in the United States or a U.S. Person, and each purchaser of Offered Securities who was offered the Offered Securities in the United States, will be, prior to the sale of Offered Securities to such persons, required to execute a QIB Certificate . Prior to any offer or sale of Offered Securities to an offeree in the United States, or to an offeree acting for the account or benefit of a person in the United States or a U.S. Person, such Agent and its U.S. Affiliate each had reasonable grounds to believe and did believe that each such offeree was an Institutional Accredited Investor and a Qualified Institutional Buyer, and at the Closing will continue to have reasonable grounds to believe and will continue to believe that each person purchasing Offered Securities in the United States, or for the account or benefit of, a person in the United States or a U.S. Person, and each purchaser of Offered Securities who was offered the Offered Securities in the United States, is an Institutional Accredited Investor and a Qualified Institutional Buyer.

8. All offers and sales of Offered Securities made outside the United States by the Agent, its U.S. Affiliate, their respective affiliates or any persons acting on their behalf (including any Selling Firms) have been and will be made in Offshore Transactions within the meaning of Regulation S.

9. If the Agents authorize any Selling Firm to offer and sell Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, through a U.S. Affiliate, the Agents will cause each such Selling Firm to acknowledge in writing, for the benefit of the Corporation, its agreement to be bound by the provisions of this Schedule "A" in connection with all offers and sales of the Offered Securities in the United States. Each Agent will cause its U.S. Affiliate to comply with, and will use its best efforts to ensure compliance by the Selling Firms, with the provisions of this Schedule "A" as though such parties are directly party hereto.

10. Offers to sell and solicitations of offers to buy the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, have been and will be made pursuant to and in accordance with exemptions from the registration or qualification requirements of all applicable state securities ("Blue Sky") laws.

11. It acknowledges that until 40 days after the closing of the offering of the Offered Securities, an offer or sale of the Offered Securities within the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirement of the U.S. Securities Act.

12. Neither the Agent nor its U.S. Affiliate has taken or will take any action that would constitute a violation of Regulation M of the U.S. Exchange Act in connection with the offer or sale of the Offered Securities.

13. As of the Closing Date, with respect to Offered Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), the Agent represents that none of (i) the Agent or the U.S. Affiliate, (ii) the Agent or the U.S. Affiliate's general partners or managing members, (iii) any of the Agent's or the U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Agent's or U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons, including any Selling Firm and any such persons related to such Selling Firm, that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Securities

(each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to disqualifications under Rule 506(d) of Regulation D.

14. The Agent is not a U.S. Person, did not receive any offer to acquire the Broker Warrants, any of the Broker Shares issuable upon exercise of the Broker Warrants, or the Corporate Finance Fee, in the United States, was not in the United States at the time of executing any buy order for the Broker Warrants and Corporate Finance Fee, is acquiring the Broker Warrants and Corporate Finance Fee solely for its own account, for investment purposes only, and acknowledges and agrees that the Broker Warrants may not be exercised in the United States or by or for the account or benefit of a U.S. Person or a person in the United States unless an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws is available and the holder has delivered to the Corporation a written opinion of counsel of recognized standing in form and substance satisfactory to the Corporation, to such effect.

15. At least one Business Day prior to the Closing, the Agent and its U.S. Affiliate will provide the Corporation (a) a list of all purchasers of the Offered Securities in the United States, or acting for the account or benefit of, a person in the United States or a U.S. Person, and all purchasers of Offered Securities who were offered the Offered Securities in the United States, and (b) all executed QIB Certificates in the form attached as Exhibit A to the U.S. Private Placement Memorandum.

16. At the Closing, the Agent and its U.S. Affiliate will provide a certificate, substantially in the form of Schedule "B" attached hereto, relating to the manner of the offer of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person,, or such persons will be deemed to have represented to the Corporation that they did not offer or sell any Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants, covenants to the Agents and the U.S. Affiliates that:

1. The Corporation is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Common Shares or the Warrants.

2. Except with respect to offers and sales in accordance with this Schedule "A" to Qualified Institutional Buyers who are Institutional Accredited Investors in reliance upon the exemption from registration available under Rule 506(b) of Regulation D, neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf (other than the Agents, the U.S. Affiliates, Selling Firms their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a person in the United States, that is a U.S. Person or that is acting for the account or benefit of a U.S. Person or a person in the United States; or (B) any sale of Offered Securities unless, at the time the buy order was or will, have been originated, the purchaser is (i) outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person or a person in the United States or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person.

3. All offers and sales of Offered Securities made outside the United States by the Corporation, any of its affiliates or any person acting on its or their behalf (other than the Agents, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made), have been and will be made in Offshore Transactions within the meaning of Rule 903 of Regulation S. None of the Corporation, its affiliates, or any person acting on its or their behalf (other than the Agents, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made), has made or will make any Directed Selling Efforts in the United States, with respect to the Offered Securities.

4. None of the Corporation, its affiliates, or any person acting on its or their behalf, has taken or will take any action that would cause the exemption from the registration requirements of the U.S. Securities Act afforded by Rule 506(b) of Regulation D or the exclusion from registration provided by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities pursuant to this Agreement.

5. None of the Corporation, any of its affiliates or any person acting on its or their behalf (other than the Agents, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

6. Since the date that is six months prior to start of the offering of the Offered Securities, (i) it has not sold, offered for sale or solicited any offer to buy, and it will not sell, offer for sale or solicit any offer to buy, any of its securities in a manner that would be integrated with the offer and sale of the Offered Securities or exercises of the Warrants and would cause the exemption from registration set forth in Rule 506(b) of Regulation D or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities or exercises of the Warrants, and (ii) neither it nor any person acting on its behalf has engaged or will engage in any General Solicitation or General Advertising (within the meaning of Rule 502(c) of Regulation D) in connection with any offer or sale of its securities in reliance upon Rule 506(c) of Regulation D or otherwise in a manner that would be integrated with the offer and sale of the Offered Securities or exercises of the Warrants and would cause the exemption from registration set forth in Rule 506(b) of Regulation D or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities or exercises of the Warrants.

7. None of the Corporation or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

8. With respect to Offered Securities offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), none of the Corporation, any of its predecessors, any affiliated issuer issuing Regulation D Securities, any director, executive officer or other officer of the Corporation participating in the offering of Regulation D Securities, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Securities (but excluding any Dealer Covered Person (as defined below), as to

whom no representation, warranty or covenant is made) (each, an "**Issuer Covered Person**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. The Corporation has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. If applicable, the Corporation has complied with its disclosure obligations under Rule 506(e) under Regulation D, and has furnished to the Agent and its U.S. Affiliate(s) a copy of any disclosures provided thereunder.

9. The Corporation is not aware of any person (other than the Agent, its U.S. Affiliate and any selling person that has made in writing, in favour of the Corporation, the representations set forth in paragraph 13 above as if it were an Agent) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

10. None of the Corporation, its affiliates or any persons acting on its or their behalf (other than the Agents, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty or covenant is made) (i) has offered or sold or will offer or sell the Offered Securities except through the Agents and the U.S. Affiliates in compliance with this Schedule "A", or (ii) has taken or will take any action that would cause the exemptions or exclusions from registration provided by Rule 903 of Regulation S, or Rule 506(b) of Regulation D to be unavailable with respect to offers and sales of the Offered Securities pursuant to this Schedule "A". Accordingly, (i) no offer to sell Offered Securities to or solicitation of an offer to buy Shares to a person in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, (ii) in connection with any sale of Offered Securities, at the time the purchaser's buy order was or will be originated the purchaser was outside the United States and not a U.S. Person or it, and its affiliates or any persons acting on its or their behalf reasonably believed that the purchaser was outside the United States and not a U.S. Person, and (iii) no Directed Selling Efforts were made.

11. The Corporation is not, and following the application of the proceeds of the sale of the Offered Securities in the manner described in the Final Prospectus will not be, registered or required to be registered as an investment company under the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

12. The Corporation will, within the prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or any state securities laws in connection with the sale of the Offered Securities.

SCHEDULE "B"

AGENT'S CERTIFICATE

In connection with the private placement in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, of units (the "**Securities**") of Nano One Materials Corp. (the "**Corporation**"), with one or more persons, each of which is an Institutional Accredited Investor and a Qualified Institutional Buyer, pursuant to an Agency agreement (the "**Agency Agreement**") dated as of October 26, 2020, between the Corporation and Eight Capital and Gravitas Securities Inc. (collectively, the "**Agents**" and individually, an "**Agent**"), the undersigned hereby certify as follows:

1. Eight Capital Corp. (the "**U.S. Affiliate**") is a duly registered broker or dealer pursuant to Section 15(b) of the U.S. Securities Exchange Act of 1934, as amended, and under the laws of each applicable state of the United States (unless exempted from the respective state's broker-dealer registration requirements), and was and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date hereof and on the date of each offer and sale made by it in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, and all offers and sales of Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, have been effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;

2. all offers of Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, were made only through the U.S. Affiliate and to Qualified Institutional Buyers who are also Institutional Accredited Investors, and have been effected in accordance with all applicable U.S. broker-dealer requirements and Securities Laws;

3. each purchaser of Securities in the United States, or acting for the account or benefit of a person in the United States or a U.S. Person, or that was offered Securities in the United States, was provided with a copy of the U.S. Private Placement Memorandum, and no other written material was used in connection with the offer or sale of the Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person;

4. immediately prior to our transmitting the the U.S. Private Placement Memorandum to offerees in the United States, or acting for the account or benefit of a person in the United States or a U.S. Person, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer and Institutional Accredited Investor, and, on the date hereof, we continue to believe that each such offeree purchasing Securities is a Qualified Institutional Buyer and Institutional Accredited Investor;

5. we obtained from each purchaser in the United States, or subscribing for the account or benefit of, a person in the United States or a U.S. Person, or who was offered Securities in the United States an executed QIB Certificate in the form of Exhibit A to the U.S. Private Placement Memorandum, and we have delivered copies of the same to the Corporation;

6. no form of General Solicitation or General Advertising was used by us, in connection with the offer of the Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person;

7. neither we nor any of our U.S. Affiliates have taken or will take any action which would constitute a violation of Regulation M of the U.S. Exchange Act in connection with the offer or sale of the Offered Securities;

8. no Dealer Covered Person is subject to disqualifications under Rule 506(d) of Regulation D; and

9. all offers of the Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, have been conducted by us in accordance with the terms of the Agency Agreement, including Schedule "A" thereto.

Capitalized terms used but not defined in this certificate have the meanings given to them in the Agency Agreement (including Schedule "A" attached thereto).

Dated this __ day of _____, 2020.

EIGHT CAPITAL CORP.

Per: _____

Authorized Signing Officer

By:

Its:

SCHEDULE "C"

FORM OF LOCK-UP AGREEMENT

_____, 2020

TO: **EIGHT CAPITAL**
AND TO: **GRAVITAS SECURITIES INC.** ("**Gravitas**" and, together with Eight Capital, the "**Agents**")

Dear Sirs and Mesdames:

The undersigned understands that Nano One Materials Corp. (the "**Corporation**") proposes to issue and sell units of the Corporation (each, a "**Unit**", and collectively, the "**Units**") by way of public offering (the "**Offering**"). We refer to the terms and conditions contained in the agency agreement dated October 26, 2020 (the "**Agency Agreement**") between the Agents and the Corporation, pursuant to which the Agents agree to act as agent to the Corporation to effect the Offering on a "best efforts" basis. This undertaking is given pursuant to Subsection 7(n) of the Agency Agreement. Capitalized terms used herein unless otherwise defined have the meanings specified in the Agency Agreement.

In recognition of the benefit that the Offering will confer upon the undersigned and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby undertakes in favour of the Agent that he, she or it shall not, directly or indirectly, for a period commencing upon the Closing Date and terminating on the date that is sixty (60) days following the Closing Date (the "**Lock-Up Period**"):

(i) offer, sell, contract to sell, lend, swap or enter into any other agreement to transfer the economic consequences of, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, or publicly announce any intention to do any of the foregoing, any Common Shares of the Corporation or securities convertible into or exercisable or exchangeable for Common Shares of the Corporation held by them, directly or indirectly (collectively, the "**Securities**"), without first obtaining the written consent of the Agents, which consent will not be withheld unreasonably withheld or delayed (any such action is referred to herein as a "**Transfer**"); or

(ii) act jointly or in concert with any third party with respect to any Transfer,

whether any such transaction above is to be settled by delivery of shares of the Corporation, other securities, cash or otherwise. The undersigned acknowledges that the restrictions imposed herein are in addition to any hold periods or other trade restrictions that may be imposed by Securities Laws or the TSXV.

Notwithstanding the restrictions on Transfers described above, the undersigned may undertake any of the following:

(i) any Transfer of Securities pursuant to a bona fide third party take-over bid, merger, plan of arrangement or other similar transaction made to all holders of such Securities of the

Corporation involving a change of control of the Corporation, provided that in the event that the take-over bid, merger, plan of arrangement or other such transaction is not completed, the Securities owned by the undersigned shall remain subject to the restrictions contained in this undertaking;

(ii) if the undersigned is an individual, upon the death, incapacitation, termination of employment or loss of office of such individual, the undersigned or the executor of the undersigned's estate may Transfer any or all of the undersigned's Securities to a recipient that agrees in writing to be bound by the terms of this agreement for the duration of the Lock-Up Period;

(iii) any Transfer of Securities to (a) a spouse, parent, child or grandchild of the undersigned (a "**Relation**"); (b) corporations, partnerships, limited liability companies or other entities to the extent that such entities are wholly-owned by the undersigned; (c) trusts existing solely for the benefit of the undersigned and/or a Relation, or (d) a charitable organization pursuant to a bona fide gift, solely to the extent that in clause (a), (b), (c) and (d) the recipient of the undersigned's Securities agrees in writing to be bound by the terms of this agreement for the duration of the Lock-Up Period;

(iv) the exercise of warrants or options, existing on the date of the Agency Agreement, the whole in accordance with the terms thereof; provided that any Common Shares obtained by such exercise shall remain subject to the terms of this agreement; or

(v) the sale of Common Shares solely to fund the exercise price and other expenses incurred with respect to the transaction described in clause (iv) above.

Upon completion of the Lock-Up Period and at any time thereafter, the undersigned is not restricted from making any Transfer in respect of the undersigned's Securities.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement.

This agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned, provided however that the undersigned shall not assign this agreement without the prior written consent of the Agent.

This agreement and the rights and obligations of the undersigned shall be governed and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

The undersigned has expressly requested that this document and any notices or other documents to be given under this document, and other documents related thereto be drawn up in the English language. *La partie aux présentes a expressément exigé que le présent document, ainsi que tout avis ou autre document à être donnée en vertu de ce document ou tout document y afférent, soient rédigés en langue anglaise*.

[Signature Page Follows.]

Executed this ____ day of ___________________ 2020.

Per: _______________________________

____

Name: _____________________________