

AGENCY AGREEMENT

September 26, 2022

NowVertical Group Inc.
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Mr. Daren Trousdell, Chairman & Chief Executive Officer

Dear Sir:

The undersigned, Echelon Wealth Partners Inc. (the “**Agent**”) understands that NowVertical Group Inc. (the “**Corporation**”) proposes to issue and offer for sale in the Qualifying Jurisdictions (as hereinafter defined) up to 5,000 senior unsecured convertible debenture units of the Corporation (each, a “**Debenture Unit**” and collectively, the “**Debenture Units**”) at the purchase price of \$1,000 per Debenture Unit (the “**Offering Price**”) for aggregate gross proceeds to the Corporation of up to \$5,000,000 (the “**Offering**”). Each Debenture Unit will be comprised of one 10% senior unsecured convertible debenture of the Corporation (a “**Convertible Debenture**”) having a face value of \$1,000, and 715 Class A subordinate voting share purchase warrants of the Corporation (each, a “**Warrant**” and collectively, the “**Warrants**”). Each Convertible Debenture shall mature 36 months from the Closing Date (as hereinafter defined), bear interest at a rate of 10% per annum from the date of issue, be convertible into Subordinate Voting Shares (as hereinafter defined) (the “**Debenture Shares**”), and have the terms set out in the Debenture Indenture (as hereinafter defined). Each Warrant shall entitle the holder thereof to acquire one Subordinate Voting Share (a “**Warrant Share**”) for an exercise price of \$1.25 for a period of 36 months following the Closing Date. The Warrants will be created and issued pursuant to a warrant indenture (the “**Warrant Indenture**”) to be dated as of the Closing Date between the Corporation and TSX Trust Company, in its capacity as warrant agent thereunder (the “**Warrant Agent**”).

The description of the Convertible Debentures and Warrants herein are summaries only and subject to the specific attributes and detailed provisions of the Convertible Debentures and Warrants, respectively, to be set forth in the Debenture Indenture and Warrant Indenture, respectively. In case of any inconsistency between the description of the Convertible Debentures in this Agreement and the terms of the Convertible Debentures as set forth in the Debenture Indenture the provisions of the Debenture Indenture shall govern. 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.

Upon and subject to the terms and conditions herein set forth and in reliance upon the representations and warranties herein contained, the Corporation hereby grants an option (the “**Over-Allotment Option**”) to the Agent entitling the Agent to increase the size of the Offering by an amount up to an additional 15% of the number of Debenture Units sold pursuant to the Offering (the “**Additional Debenture Units**”), at the Offering Price, exercisable in whole or in part at any time for a period of thirty (30) days following and including the Closing Date. Each Additional Debenture Unit shall consist of one Convertible Debenture (each, an “**Additional Convertible Debenture**” and collectively the

“**Additional Convertible Debentures**”) and 715 Warrants (each, an “**Additional Warrant**” and collectively the “**Additional Warrants**”). The Agent may elect to exercise the Over-Allotment Option for Additional Debenture Units only, Additional Convertible Debentures only, Additional Warrants only, or any combination thereof (provided the aggregate number of Additional Convertible Debentures and Additional Warrants that may be issued under the Over-Allotment Option does not exceed 750 Additional Convertible Debentures and 536,250 Additional Warrants (assuming completion of an Offering of \$5,000,000).

The Agent will provide the Corporation with notice, in the form attached hereto as Schedule “A”, of its intention to exercise all, or a portion of, the Over-Allotment Option at least two (2) Business Days (as hereinafter defined) prior to each proposed Closing Date in respect of each exercise of the Over-Allotment Option. Any such notice must be received by the Corporation not later than 5:00 p.m. (Toronto time) on the date that is 30 days after the Closing Date. Upon the furnishing of such a notice, the Corporation will be committed to sell and deliver to the Agent in accordance with and subject to the provisions of this Agreement, the number of Additional Debenture Units, Additional Convertible Debentures or Additional Warrants indicated in such notice.

Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to (i) the “Offering” shall be deemed to include the Over-Allotment Option, (ii) the “Debenture Units” shall include the Additional Debenture Units, (iii) the “Convertible Debentures” shall include the Additional Convertible Debentures, and (iv) the “Warrants” shall include the Additional Warrants.

The Corporation has advised that: (i) it is current in the filing of all materials required to be filed under Applicable Securities Laws (as hereinafter defined) of each of the Qualifying Jurisdictions; (ii) it has filed the Base Shelf Prospectus (as hereinafter defined) in each of the Qualifying Jurisdictions and the Ontario Securities Commission, as principal regulator, has issued a decision document in respect thereof under NP 11-202 (as hereinafter defined) on behalf of itself and the other Securities Commissions (as hereinafter defined) of the Qualifying Jurisdictions; and (iii) it is qualified to file the Prospectus Supplement (as hereinafter defined) in each of the Qualifying Jurisdictions as a supplement to the Base Shelf Prospectus in accordance with the requirements of NI 44-101 and NI 44-102 (as such terms are hereinafter defined).

The Agent also understands that concurrently with the Offering the Corporation proposes to issue and offer for sale to investors in the Province of Quebec, on a private placement basis pursuant to available prospectus exemptions, up to 500 Debenture Units (on the same terms at which the Debenture Units are offered for sale in the Offering) at the purchase price of \$1,000 per Debenture Unit for aggregate gross proceeds to the Corporation of up to \$500,000 (the “**Concurrent Placement**”).

The purchase price per Convertible Debenture purchased in the Offering and the Concurrent Placement and the purchase price per Additional Convertible Debenture purchased upon exercise of the Over-Allotment Option is \$940.65 per Convertible Debenture or Additional Convertible Debenture, as the case may be. The purchase price per Warrant purchased in the Offering and the Concurrent Placement and the purchase price per Additional Warrant purchased upon exercise of the Over-Allotment Option is \$0.083 per Warrant or Additional Warrant, as the case may be.

Upon and subject to the terms and conditions set forth herein, the Agent hereby agrees to act, and upon acceptance hereof, the Corporation hereby appoints the Agent, as the Corporation's sole agent and book-runner, to offer for sale on a commercially reasonable "best efforts agency" basis, without underwriter liability, the Debenture Units to be issued and sold pursuant to the Offering and the Concurrent Placement.

The Corporation and the Agent agree that any offers to sell or sales of the Debenture Units to purchasers that are in the United States, (i) be made in compliance with Schedule "B" attached hereto, which forms part of this Agreement, and allows for the Agent, acting through its U.S. Affiliates (as defined below), to offer and re-sell the Debenture Units in the United States to Qualified Institutional Buyers (as defined below) pursuant to the U.S. Placement Memorandum (as defined below), as applicable, in accordance with Rule 144A (as defined below); (ii) be conducted in such a manner so as not to require registration thereof or the filing of a prospectus or an offering memorandum with respect thereto under the U.S. Securities Act (as defined below); and (iii) be conducted through one or more duly registered U.S. Affiliates (as defined below) of the Agent in compliance with applicable federal and state securities laws of the United States. In addition, the Agent agrees that all offers and sales of Debenture Units outside the United States have been made and will be made in accordance with the requirements of Schedule "B" applicable thereto.

The Debenture Units may also be distributed in other jurisdictions outside Canada and the United States, provided that they are lawfully offered and sold on a basis exempt from the prospectus, registration or similar requirements of any such jurisdictions and that the Corporation will not be or become subject to any continuous disclosure or similar obligations of any such jurisdictions.

The Corporation agrees that the Agent and Selling Group Members (as hereinafter defined) are under no obligation to purchase any of the Debenture Units under either the Offering or the Concurrent Placement and are not required to sell any specific number or dollar amount of the Debenture Units under either the Offering or the Concurrent Placement.

In consideration for the Agent's services to the Corporation in connection with the Offering and the Concurrent Placement, the Corporation agrees to pay to the Agent, at Closing (as hereinafter defined) an aggregate amount in cash (the "**Agent's Fee**") equal to 7.0% of the aggregate gross proceeds from the sale of the Debenture Units pursuant to the Offering (including in respect of proceeds derived from the exercise of the Over-Allotment Option) and pursuant to the Concurrent Placement. As additional consideration, the Corporation will issue to the Agent non-transferrable warrants of the Corporation ("**Broker Warrants**"), with the number of such Broker Warrants to be equal to 7.0% of the gross proceeds from the Offering (including in respect of any exercise of the Over-Allotment Option) and the Concurrent Placement divided by the Conversion Price (as defined below). Each Broker Warrant will entitle the holder thereof to acquire one Subordinate Voting Share (a "**Broker Warrant Share**") at an exercise price equal to \$1.25, subject to customary adjustments, for a period of 36 months following the Closing Date. The Agent's Fee and the Broker Warrants will be paid by the Corporation to the Agent at Closing. Notwithstanding the foregoing, with respect to sales of Debenture Units for gross proceeds of up to a maximum of \$500,000 to persons on the President's List (as hereinafter defined), the Corporation shall only pay the Agent a cash fee in respect of such sales in an amount equal to 3.0% (with respect to such amount, in lieu of, and not in addition to, the Agent's Fee as set forth above) of the gross proceeds from such sales, and will only issue the Agent such number of Broker Warrants in respect of such sales which is equal to 3.0% of the gross proceeds from such sales divided by the Conversion Price.

The Corporation agrees that the Agent, in consultation with the Corporation, will be permitted to appoint other appropriately registered investment dealers to form a selling group to participate in the offering of the Debenture Units pursuant to the Offering and the Concurrent Placement, at the sole cost and expense of the Agent. The Corporation grants all of the rights and benefits of this Agreement to any investment dealer who is a member of any Selling Group (as defined below) formed by the Agent and appoints the Agent as representatives for all such investment dealers, and the Agent hereby accepts this appointment and agrees to exercise such rights and benefits for and on behalf of all such investment dealers. The Agent shall ensure that any investment dealer who is a member of any Selling Group formed by the Agent pursuant to the provisions of this subsection or with whom the Agent has a contractual relationship with respect to the Offering and/or the Concurrent Placement, if any, shall comply with the covenants and obligations of the Agent herein. The Agent shall, however, be under no obligation to engage any sub-agent or form any Selling Group. Such other brokers and dealers, together with the Agent, are collectively referred to herein as the “**Selling Group**”.

ARTICLE 1 DEFINED TERMS

In addition to the terms defined above, where used in this Agreement the following terms shall have the respective meanings set out below:

“**Additional Convertible Debentures**” has the meaning given to it above;

“**Additional Debenture Units**” has the meaning given to it above;

“**Additional Warrants**” has the meaning given to it above;

“**affiliate**”, “**distribution**”, “**material fact**”, “**material change**”, “**misrepresentation**” and “**subsidiary**” have the respective meanings ascribed to such terms in the *Securities Act* (Ontario);

“**Agent**” has the meaning given to it above;

“**Agent’s Counsel**” means Dickinson Wright LLP;

“**Agent’s Fee**” has the meaning given to it above;

“**Agreement**” means the agreement resulting from the acceptance by the Corporation of the offer made by the Agent by this agreement, including all schedules hereto, as amended or supplemented from time to time;

“**Applicable Anti-Money Laundering Laws**” has the meaning set out in Section 8.1 (qq);

“**Applicable Laws**” means, in relation to any person or persons, the Applicable Securities Laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guidance document that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities, including, without

limitation, to the extent applicable, the Controlled Substances Act, 21 U.S.C. § 801 et seq., and any US federal laws implicated by violating the Controlled Substance Act, including, without limitation, laws related to aiding and abetting, conspiracy (21 U.S.C. § 804); Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. §1961 et eq.); The Travel Act (18 U.S.C. § 1952); and Anti-Money Laundering (18 U.S.C. §1956);

“**Applicable Securities Laws**” means, collectively, (i) the applicable securities laws of each of the Qualifying Jurisdictions and the province of Quebec and their respective regulations, rulings, rules, blanket orders, instruments (including national and multinational instruments), fee schedules and prescribed forms thereunder, the applicable policy statements issued by the Securities Commissions and the rules and policies of the TSXV, and (ii) U.S. Securities Laws;

“**Base Shelf Prospectus**” means the final short form base shelf prospectus of the Corporation dated January 21, 2022, including all of the Documents Incorporated by Reference;

“**Broker Warrant Share**” has the meaning given to it above;

“**Broker Warrants**” has the meaning given to it above;

“**Broker Warrant Certificates**” means the definitive form of certificate representing the Broker Warrants;

“**Business Day**” means a day which is not a Saturday or Sunday or a statutory or civic holiday or a day on which commercial banks are not open for business in Toronto, Ontario;

“**Canadian Securities Laws**” means all applicable securities laws in each of the Qualifying Jurisdictions and the province of Quebec and the respective regulations, rules and forms thereunder together with applicable orders, rulings, instruments and published policy statements of the Securities Commissions;

“**CDS**” has the meaning set out in Section 7.1;

“**Closing**” means the closing of the delivery of and payment for the Debenture Units (including in respect of the Over-Allotment Option, if applicable);

“**Closing Date**” means on or about September 29, 2022 or such other date as the Corporation and the Agent may agree;

“**Closing Time**” means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agent may agree upon in writing;

“**Concurrent Placement**” has the meaning given to it above;

“**Confidential Information**” has the meaning set out in Section 3.1;

“**Conversion Price**” means \$1.05, being the conversion price per share at which the principal amount of each Convertible Debenture is convertible into Subordinate Voting Shares (subject to adjustment in certain circumstances as set out in the Debenture Indenture);

“**Convertible Debenture**” has the meaning given to it above;

“**Corporation**” has the meaning given to it above;

“**Corporation’s Auditors**” means such firm of chartered accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation, including prior auditors of the Corporation, as applicable;

“**Corporation’s Counsel**” means Goodmans LLP;

“**Debenture Indenture**” means the indenture to be entered into between TSX Trust Company, as debenture trustee, and the Corporation governing the creation and issuance of the Convertible Debentures;

“**Debenture Shares**” has the meaning given to it above;

“**Debenture Unit**” has the meaning given to it above;

“**Documents Incorporated by Reference**” means, in respect of the Offering Documents, the documents incorporated therein by reference or which are deemed to be incorporated therein by reference pursuant to Applicable Securities Laws of the Qualifying Jurisdictions;

“**Engagement Letter**” means the engagement letter dated September 17, 2022 entered into between the Agent and the Corporation in connection with the Offering and the Concurrent Placement;

“**Financial Statements**” means the consolidated financial statements of the Corporation included in the Documents Incorporated by Reference, including the notes to such statements and any related auditors’ report on such statements;

“**Governmental Authority**” means any governmental authority and includes, without limitation, any international, national, federal, state, provincial or municipal government or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions on behalf of a governmental authority or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**Governmental Licences**” has the meaning set out in Section 8.1(f);

“**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board, which were adopted by the Canadian Accounting Standards Board as Canadian generally accepted accounting principles applicable to publicly accountable enterprises;

“**Indemnified Parties**” has the meaning set out in Section 11.1;

“**Indemnitor**” has the meaning set out in Section 11.1;

“**Intellectual Property Rights**” has the meaning set out in Section 8.1(aa)(i);

“**Lock-up Agreement**” has the meaning set out in Section 8.1(ss);

“**material**” or “**materially**” means, in relation to the Corporation, material to the Corporation after giving effect to the transactions contemplated by the Prospectus Supplement or this Agreement to be

completed at or prior to the Closing Time, including for greater certainty the Offering and the Concurrent Placement;

“**Material Adverse Effect**” means any change, fact, event, violation, inaccuracy, circumstance, state of being or effect that (a) is materially adverse (actually or anticipated, whether financial or otherwise) to the business of the Corporation, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise), results of operations or control of the Corporation and the Subsidiaries, on a consolidated basis or (b) results in the Prospectus containing a material misrepresentation, but “**Material Adverse Effect**” will not include (i) a matter that has been expressly disclosed in writing by the Corporation to the Agent; (ii) the global economy or securities markets in general; (iii) the existence of this Agreement and the transactions contemplated hereby; (iv) compliance with the terms of this Agreement or any action or inaction taken by the Corporation that is consented to by the Agent expressly in writing or that is a result therefrom; (v) any natural disaster, outbreak of illness (including COVID-19), outbreak or escalation of war or any act of terrorism; or (vi) any fact, circumstance, event, change, effect, occurrence or event affecting the industry in which the Corporation or its Subsidiaries operates in general and which, in each case, does not have a materially disproportionate effect on the Corporation and its Subsidiaries, on a consolidated basis;

“**Material Subsidiaries**” means Affinio Inc., CoreBi S.A., CoreBi S.A.S., Allegient Defense, Inc., Signafire Technologies, Inc. and Seafront Analytics, LLC;

“**NI 44-101**” means National Instrument 44-101 – *Short Form Prospectus Distributions*;

“**NI 44-102**” means National Instrument 44-102 – *Shelf Distributions*;

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

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

“**OBCA**” means the *Business Corporations Act* (Ontario);

“**Offering**” has the meaning given to it above;

“**Offering Documents**” means, collectively, the Base Shelf Prospectus, the Prospectus Supplement, any Prospectus Amendment, any Supplementary Material, the U.S. Placement Memorandum and any U.S. Supplementary Material, and the Documents Incorporated by Reference therein;

“**Offering Price**” has the meaning given to it above;

“**Over-Allotment Option**” has the meaning given to it above;

“**Passport System**” means the system and procedures for prospectus filing and review under Multilateral Instrument 11-102 – *Passport System* adopted by the Securities Commissions (other than the Ontario Securities Commission) and NP 11-202;

“**President’s List**” means the list of subscribers provided in writing by the Corporation to the Agent;

“Prospectus” means, collectively, the Base Shelf Prospectus, as supplemented by the Prospectus Supplement and any Prospectus Amendment, in each case including all of the Documents Incorporated by Reference;

“Prospectus Amendment” means any amendment to the Base Shelf Prospectus or the Prospectus Supplement required to be prepared and filed by the Corporation pursuant to Applicable Securities Laws of the Qualifying Jurisdictions;

“Prospectus Supplement” means the prospectus supplement, to be dated on or about September 26, 2022, to the Base Shelf Prospectus;

“Purchasers” means, collectively, each of the purchasers of Debenture Units offered for sale by the Selling Group pursuant to the Offering and the Concurrent Placement;

“Qualified Institutional Buyer” has the meaning given to it in Schedule “B” to this Agreement;

“Qualifying Jurisdictions” means all of the provinces of Canada other than Quebec;

“Quebec Subscription Agreements” means, collectively, the subscription agreements in the form or forms agreed upon by the Agent and the Corporation, pursuant to which Purchasers in Quebec under the Concurrent Placement agree to subscribe for and purchase Debenture Units and shall include, for greater certainty, all schedules and exhibits thereto;

“Regulation S” has the meaning given to it in Schedule “B” to this Agreement;

“Rule 144A” has the meaning given to it in Schedule “B” to this Agreement;

“SEC” means the United States Securities and Exchange Commission;

“Securities Commissions” means, collectively, the securities commissions or similar regulatory authorities in the Qualifying Jurisdictions and Quebec;

“Securities Laws” means, unless the context otherwise requires, all Canadian Securities Laws and U.S. Securities Laws;

“Selling Group” has the meaning given to it above;

“Selling Group Member” means a member of the Selling Group other than the Agent;

“Standard Listing Conditions” has the meaning set out in Section 9.1(a);

“Subordinate Voting Shares” means Class A subordinate voting shares of the Corporation;

“Subsidiary” means those entities that would be a “subsidiary” of the Corporation pursuant to Applicable Securities Laws of the Qualifying Jurisdictions and includes NOW Guardian Inc., Allegient Defense, Inc., NowVertical US Holdings Inc., Resonant Analytics, LLC, CoreBi S.A., CoreBi S.A.S., Exonar Ltd., NowVertical UK Ltd., Robert Baratheon Ltd., Affinio Inc., Affinio Holdings Inc., NowVertical Canada, Inc., NowVertical Group, Inc., Integra Data and Analytic Solutions Corp.,

Signafire Technologies, Inc. and Seafront Analytics, LLC (“**Seafront**”), and “**Subsidiaries**” means all of them;

“**Supplementary Material**” means, collectively, any Prospectus Amendment, any amendment to any of the other Offering Documents or any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under Applicable Securities Laws of the Qualifying Jurisdictions relating to the distribution of the Debenture Units;

“**to the knowledge of the Corporation**”, or “**the Corporation’s knowledge**” and similar phrases, mean, in respect of each representation and warranty or other statement which is qualified by such phrases, that such representation and warranty or other statement is being made based upon it shall be deemed to refer to the actual knowledge of (i) Daren Trousdell, Chief Executive Officer, (ii) Teri Anderson, Chief Financial Officer, and (iii) Andre Garber, EVP Corporate Development & Legal Affairs, of the facts or circumstances to which such phrase relates, after having made reasonable inquiries and investigations in connection with such facts and circumstances that would ordinarily be made by officers of similar sized companies;

“**Transfer Agent**” means TSX Trust Company, in its capacity as transfer agent and registrar of the Subordinate Voting Shares;

“**TSXV**” means the TSX Venture Exchange;

“**U.S.**” or the “**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. Affiliates**” has the meaning given to it in Schedule “B” to this Agreement;

“**U.S. Exchange Act**” has the meaning given to it in Schedule “B” to this Agreement;

“**U.S. Placement Memorandum**” has the meaning given to it in Schedule “B” to this Agreement;

“**U.S. Securities Act**” has the meaning given to it in Schedule “B” to this Agreement;

“**U.S. Securities Laws**” means all applicable securities legislation in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, any applicable state securities laws and the rules and policies of the SEC;

“**U.S. Supplementary Material**” means any Supplementary Material required, in the opinion of the Agent, acting reasonably, to be delivered to a purchaser or prospective purchaser that is in the United States with any supplemental, or supplement to the, U.S. Placement Memorandum as may be so required;

“**Warrant**” has the meaning given to it above;

“**Warrant Agent**” has the meaning given to it above;

“**Warrant Indenture**” has the meaning given to it above; and

“**Warrant Share**” has the meaning given to it above.

ARTICLE 2

NATURE OF TRANSACTION AND DELIVERY OF OFFERING DOCUMENTS

2.1. Each Purchaser who is resident in a Qualifying Jurisdiction shall purchase the Debenture Units pursuant to the Prospectus. Each other Purchaser not resident in a Qualifying Jurisdiction, or located outside of a Qualifying Jurisdiction, shall purchase Debenture Units only on a private placement basis under the applicable securities laws of the jurisdiction in which such Purchaser is resident or located, in accordance with such procedures as the Corporation and the Agent may mutually agree, acting reasonably, in order to fully comply with Applicable Laws and the terms of this Agreement (including Schedule “B” to this Agreement with respect to offers and sales of Debenture Units in the United States). The Corporation hereby agrees to comply with all Applicable Securities Laws on a timely basis in connection with the distribution of the Debenture Units and the Corporation shall execute and file with the Securities Commissions of the Qualifying Jurisdictions all forms, notices and certificates relating to the Offering required to be filed pursuant to Applicable Securities Laws in the Qualifying Jurisdictions within the time required, and in the form prescribed, by Applicable Securities Laws in the Qualifying Jurisdictions. The Corporation also agrees to file within the periods stipulated under Applicable Laws in Quebec and outside of Canada and at the Corporation’s expense all private placement forms required to be filed by the Corporation in connection with the Offering or the Concurrent Placement, as applicable, and pay all filing fees required to be paid in connection therewith so that any distribution of the Debenture Units in Quebec and outside of Canada may lawfully occur without the necessity of filing a prospectus or any similar document under the Applicable Laws in Quebec and outside of Canada. The Agent agrees to offer the Debenture Units for sale only in the Qualifying Jurisdictions and to offer the Debenture Units to Purchasers in Quebec, the United States and, subject to the consent of the Corporation (acting reasonably), in such jurisdictions outside of the Qualifying Jurisdictions, Quebec and the United States where permitted by and in accordance with Applicable Securities Laws and the applicable securities laws of such other jurisdictions, and provided that in the case of jurisdictions other than the Qualifying Jurisdictions, the Corporation shall not be required to become registered or file a prospectus or registration statement or similar document in such jurisdictions and the Corporation will not be subject to any continuous disclosure requirements in such jurisdiction.

2.2. As soon as practicable after the execution of this Agreement, and in any event no later than 10 p.m. (Toronto time) on September 26, 2022, the Corporation will prepare and file the Prospectus Supplement, including copies of any documents or information incorporated by reference therein, with the Securities Commissions of the Qualifying Jurisdictions, and will have taken all other steps and proceedings that may be necessary in order to qualify the Debenture Units for distribution in each of the Qualifying Jurisdictions by the Agent and any other Selling Group Member under the Applicable Securities Laws of the Qualifying Jurisdictions and who comply with such Applicable Securities Laws.

2.3. Until the earlier of the date on which (a) the distribution of the Debenture Units is completed; or (b) the Agent has exercised its termination rights pursuant to Article 10, the Corporation shall use commercially reasonable efforts to promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under Applicable Securities Laws of the Qualifying Jurisdictions to continue to qualify the distribution of the Debenture Units, or, in the event that the Debenture Units have, for any reason, ceased so to qualify, to so qualify again the distribution of the Debenture Units in the Qualifying Jurisdictions.

2.4. Concurrently with the filing of the Prospectus Supplement under Canadian Securities Laws of the Qualifying Jurisdictions, the Corporation shall deliver to the Agent:

- (a) a copy of the Prospectus Supplement, signed and certified as required by the Canadian Securities Laws applicable in the Qualifying Jurisdictions, together with any Documents Incorporated by Reference not previously filed;
- (b) a copy of any other document required to be filed by the Corporation in compliance with such Canadian Securities Laws in connection therewith;
- (c) a customary “long-form” comfort letter of the Corporation’s Auditors dated as of the date of the Prospectus Supplement (with the requisite procedures to be completed by the Corporation’s Auditors within two Business Days of the date of the Prospectus Supplement) addressed to the Agent and to the directors of the Corporation in form and substance satisfactory to the Agent and Agent’s Counsel, acting reasonably, with respect to certain financial and accounting information relating to the Corporation and other numerical data in the Prospectus, including all Documents Incorporated by Reference, which letter shall be in addition to the auditors’ report incorporated by reference into the Prospectus, and any auditors’ consent letters addressed to the Securities Commissions of the Qualifying Jurisdictions; and
- (d) copies of correspondence indicating that the applications for the listing on the TSXV of the Debenture Shares, Warrants, Warrant Shares issuable on the exercise of the Warrants and Broker Warrant Shares issuable on the exercise of the Broker Warrants, have been approved for listing, subject only to the satisfaction by the Corporation of customary conditions as set out in the TSXV conditional approval letter in respect of the Offering and Concurrent Placement.

2.5. If the Corporation is required to prepare Supplementary Material, the Corporation shall prepare and deliver promptly to the Agent a signed copy of such Supplementary Material including any Documents Incorporated by Reference therein which have not been previously delivered. Concurrently with the delivery of any Supplementary Material, the Corporation shall deliver to the Agent an updated form of “long-form” comfort letter referred to in Section 2.4(c) to the extent it is in need of updating or revision.

2.6. Delivery of the executed form of the Prospectus Supplement to the Agent shall constitute a representation and warranty by the Corporation to the Agent and, if applicable, the Selling Group Members, that as at the date of delivery:

- (a) all information and statements (except information and statements provided by or relating solely to the Agent) contained in the Prospectus 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 Debenture Units, including the Debenture Shares, Warrant Shares issuable on the exercise of the Warrants, Broker Warrants, and Broker Warrant Shares issuable on exercise of the Broker Warrants;
- (b) no material fact or information has been omitted from the Prospectus (except that no representation or warranty is given regarding facts or information provided by or relating

solely to the Agent) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading, or not misleading in the light of the circumstances under which they were made;

- (c) such document complies in all material respects with the requirements of Applicable Securities Laws of the Qualifying Jurisdictions; and
- (d) except as set forth or contemplated in the Prospectus or any Supplementary Material or as has otherwise been publicly disclosed, there has been no material change (actual, anticipated, contemplated, proposed or, to the knowledge of the Corporation, threatened) in the business, affairs, business prospects, operations, asset liabilities (contingent or otherwise), capital of the Corporation since the end of the period covered by the Financial Statements.

2.7. Such deliveries shall also constitute the Corporation's consent to the Agent's and any other member of the Selling Group's use of the Prospectus for the distribution of the Debenture Units in compliance with the provisions of this Agreement, Canadian Securities Laws of the Qualifying Jurisdictions and all other applicable securities laws. The Agent shall be entitled to assume that the Debenture Units are qualified for distribution in any Qualifying Jurisdiction where a receipt for the Base Shelf Prospectus has been issued.

2.8. If requested by the Agent, the Corporation shall deliver or cause to be delivered, without charge to the Agent or, if applicable, the Selling Group Members, commercial copies of the Prospectus and any Supplementary Material, and will use its commercially reasonable efforts to ensure that such commercial copies are delivered to such addresses as the Agent and, if applicable, the Selling Group Members may reasonably request as soon as possible and on or before a date which is two Business Days after the filing of the Prospectus Supplement in the Qualifying Jurisdictions. The Agent shall after the Closing Date give prompt written notice to the Corporation when, in the opinion of the Agent, it has completed the distribution and offering of the Debenture Units and of the total proceeds realized in each of the Qualifying Jurisdictions.

2.9. The Agent and any Selling Group Member shall be entitled to offer and sell the Debenture Units to Purchasers in the United States solely pursuant to an applicable exemption or exemptions from the registration requirements of the U.S. Securities Act and the registration or qualification requirements of applicable state securities laws, and in other jurisdictions in accordance with any applicable securities and other laws in the jurisdictions in which the Agent and/or Selling Group Member offer the Debenture Units. Any offer or sale of the Debenture Units to Purchasers in the United States will be made in accordance with Schedule "B" hereto.

ARTICLE 3 DUE DILIGENCE

3.1. Prior to the filing of the Prospectus Supplement and any Supplementary Material (other than any material filed prior to the date hereof and incorporated by reference therein), the Corporation will allow the Agent and the Selling Group Members to participate in the preparation of the Prospectus Supplement, any Supplementary Material and shall allow the Agent and the Selling Group Members to conduct all due diligence which it may reasonably require to conduct in order to fulfill their obligations, in order to enable the Agent to responsibly execute the certificate required to be executed by the Agent in the

Prospectus Supplement and any applicable Supplementary Material. All information provided to the Agent and the Selling Group Members which is not in the public domain (the “**Confidential Information**”) will be kept confidential by the Agent and the Selling Group Members and such Confidential Information will not be used or disclosed by the Agent, the Selling Group Members or their respective representatives for any purpose other than the Agent’s and the Selling Group Members’ due diligence review. The Agent and the Selling Group Members shall ensure that each of their representatives, including employees, professional consultants and agents, if any, shall be made aware of and be bound by this Section 3.1 prior to receiving any such Confidential Information.

ARTICLE 4 COVENANTS AND REPRESENTATIONS OF THE AGENT

4.1. The Agent (for and on behalf of the other members of the Selling Group) represents and warrants to, and covenants with, the Corporation, acknowledging that the Corporation is relying upon such representations, warranties and covenants in acting hereunder, that the Agent and each other member of the Selling Group, as applicable:

- (a) has complied and will comply, and shall require any other member of the Selling Group to comply, with Securities Laws in connection with the distribution of the Debenture Units, shall ensure that each member of the Selling Group agrees to comply with the covenants and obligations given by the Agent herein, to the extent applicable, and shall only offer the Debenture Units directly and through the Selling Group only upon the terms and conditions set out in the Prospectus Supplement and this Agreement. The Agent agree to obtain such an agreement of each member of the Selling Group. The Agent will offer and sell, and shall require any member of the Selling Group to offer and sell, the Debenture Units only in the jurisdictions where they may be lawfully offered for sale or sold;
- (b) shall, and shall require any member of the Selling Group to agree to, distribute the Debenture Units only through appropriately registered investment dealers or brokers and in a manner which complies with and observes all Applicable Securities Laws in each jurisdiction into and from which they may offer to sell the Debenture Units or distribute any marketing materials in connection with the distribution of the Debenture Units and will not, directly or indirectly, offer, sell or deliver any Debenture Units or deliver any marketing materials to any person in any jurisdiction other than the Qualifying Jurisdictions except in such other jurisdictions as may be agreed in writing by the Corporation (it being confirmed that the United States and Quebec have been agreed in writing by the Corporation) and in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements of such other jurisdictions or pay any unreasonable filing fees which relate to such other jurisdictions;
- (c) by its execution of this Agreement, certifies that the Agent is not a person or company in respect of which the Corporation is a “connected issuer” or a “related issuer” within the respective meanings of those terms in National Instrument 33-105 – *Underwriting Conflicts of the Canadian Securities Administrators*;

- (d) shall not, and shall require each member of the Selling Group to agree to not, directly or indirectly, sell or solicit offers to purchase the Debenture Units or distribute or publish any offering circular, prospectus, form of application, advertisement or other offering materials in any country or jurisdiction so as to require registration or filing of a prospectus with respect thereto or compliance by the Corporation with regulatory requirements (including any continuous disclosure obligations) under the laws of, or subject the Corporation (or any of its directors, officers or employees) to any inquiry, investigation or proceeding of any securities regulatory authority, stock exchange or other authority in, any jurisdiction (other than the filing of the Prospectus Supplement or any Supplementary Material in the Qualifying Jurisdictions);
- (e) shall provide a breakdown of the number of Debenture Units distributed and proceeds received in each of the jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Commissions (which breakdown shall be provided not later than three Business Days prior to the applicable fee payment deadline);
- (f) in the case of electronic delivery of the Prospectus (including the Prospectus Supplement), comply with the provisions of National Policy 11-201 - *Electronic Delivery of Documents of the Canadian Securities Administrators* and provide written confirmation of such delivery promptly following completion thereof;
- (g) holds all licenses and permits that are required for carrying on its business in the manner in which such business has been carried on;
- (h) has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein; and
- (i) is duly and appropriately registered under the securities laws of the Qualifying Jurisdictions and the other applicable securities laws so as to permit it to lawfully fulfil its obligations hereunder.

ARTICLE 5 MARKETING MATERIALS

5.1. Until the Closing or termination of this Agreement, the Corporation and the Agent shall approve in writing (prior to such time that marketing materials are first provided to potential investors) any marketing materials (and amendments thereto) reasonably requested to be provided by the Agent to any potential investor of the Debenture Units, such marketing materials to comply with Securities Laws. The Agent shall provide a copy of any marketing materials used in connection with the Offering to the Corporation in accordance with this Section 5.1 at the latest on or before the day the marketing materials are first provided to any potential investor of Debenture Units. The Corporation shall file a template version of such marketing materials with the Securities Commissions of the Qualifying Jurisdictions as soon as reasonably practicable after such marketing materials are so approved in writing by the Corporation and the Agent, and in any event on or before the day the marketing materials are first provided to any potential investor of Debenture Units, and such filing shall constitute the Agent's authority to use such marketing materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 44-101 prior to filing such template version

with such Securities Commissions and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to such Securities Commissions by the Corporation.

5.2. The Corporation and the Agent (for and on behalf of the Agent and the other members of the Selling Group), on a joint (and not solidary, nor joint and several) basis, covenant and agree:

- (a) not to provide any potential investor of Debenture Units with any marketing materials unless a template version of such marketing materials has been filed by the Corporation with the Securities Commissions of the Qualifying Jurisdictions on or before the day such marketing materials are first provided to any potential investor of the Debenture Units;
- (b) not to provide any potential investor with any materials or information in relation to the distribution of the Debenture Units or the Corporation other than (i) such marketing materials that have been approved and filed in accordance with this Article 5 (ii) the Prospectus (including the Prospectus Supplement); and (iii) any standard term sheets approved in writing by the Corporation and the Agent; and
- (c) that any marketing materials approved and filed in accordance with this Article 5 and any standard term sheets approved in writing by the Corporation and the Agent, shall only be provided to potential investors in jurisdictions where the provision of such marketing materials or standard term sheets does not contravene Securities Laws.

The Agent (for and on behalf of the Agent and the other members of the Selling Group) covenants and agrees to comply with Securities Laws in connection with the provision of marketing materials to potential investors, including by sending, as soon as practicable following the filing of the Prospectus Supplement with the Securities Commissions of the Qualifying Jurisdictions, a copy of the Prospectus (including the Prospectus Supplement) to each person that previously received marketing materials and expressed an interest in purchasing the Debenture Units.

ARTICLE 6

MATERIAL CHANGE DURING DISTRIBUTION

6.1. The Corporation will promptly notify the Agent in writing if, prior to termination of the distribution of the Debenture Units, there shall occur any material change or change in a material fact contained in the Prospectus or any Supplementary Material or any event or development involving a prospective material change or a change in a material fact or any other material change concerning the Corporation or any other change which, in each case, is of such a nature as to result in, or could be considered reasonably likely to result in, a misrepresentation in the Prospectus or any Supplementary Material, as they exist immediately prior to such change, or could render any of the foregoing, as they exist immediately prior to such change, not in compliance with any Securities Laws.

6.2. During the period of distribution of the Debenture Units, the Corporation will promptly notify the Agent in writing with full particulars of any such change referred to in the preceding paragraph and the Corporation shall, to the satisfaction of the Agent, acting reasonably, provided that the Agent has taken all actions required by it hereunder to permit the Corporation to do so, file promptly and, in any event, within all applicable time limitation periods with the Securities Commissions of the Qualifying Jurisdictions a new Prospectus or other Supplementary Material, as the case may be, or material change

report as may be required under the Securities Laws and shall comply with all other applicable filing and other requirements under Securities Laws including any requirements necessary to qualify the distribution of the Debenture Units and shall deliver to the Agent as soon as practicable thereafter its reasonable requirements of conformed or commercial copies of any such new Prospectus or, if required, other Supplementary Material. Subject to its obligations under Securities Laws, the Corporation will not file any such new amended disclosure documentation or material change report without first obtaining the written approval of the form and content thereof by the Agent, which approval shall not be unreasonably withheld or delayed.

6.3. The Corporation will in good faith discuss with the Agent as promptly as possible any circumstance or event which is of such a nature that there is or reasonably ought to be consideration given as to whether there may be a material change or change in a material fact or other change described in paragraph 6.1.

6.4. If during the period of distribution of the Debenture Units, there shall be any change in the Securities Laws which, in the reasonable opinion of the Agent, requires the filing of Supplementary Material, the Corporation shall, to the satisfaction of the Agent, acting reasonably, promptly prepare and file such Supplementary Material with the appropriate securities regulatory authority in each of the Qualifying Jurisdictions or in any other jurisdictions where such filing is required.

ARTICLE 7 CLOSING

7.1. The Closing shall be completed at the Closing Time via electronic means or at the offices of the Corporation's Counsel in Toronto, or at such other place as the Agent, for and on behalf of itself and the other members of the Selling Group, and the Corporation may agree upon. At or prior to the Closing Time, the Corporation shall deliver or cause to be delivered to the Agent certificates in definitive form and/or book-entry only securities in accordance with the "non-certificated" inventory rules and procedures of CDS Clearing and Depository Services Inc. ("CDS") representing the Debenture Units registered in the name of CDS or in such other name or names as shall be designated by the Agent. The payment made to the Corporation of the proceeds from the sale of such Debenture Units will be net of the Agent's Fee and net of amounts payable to the Agent's Counsel, as more fully set out under Article 12, in lawful money of Canada by wire transfer. The Agent shall contemporaneously deliver a receipt for such Debenture Units and the Agent's Fee and expenses. In addition, the Corporation, shall at the Closing Time, issue to the Agent the Broker Warrant Certificates.

ARTICLE 8 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

8.1. The Corporation hereby represents and warrants to the Agent (for and on behalf of the Agent and the other members of the Selling Group) and acknowledges that the Agent (for and on behalf of the Agent and the other members of the Selling Group) is relying upon such representations and warranties in acting hereunder that, as of the date hereof:

- (a) **Reporting Issuer and TSXV Status.** The Corporation is (a) a "reporting issuer" in the Qualifying Jurisdictions, and (b) is not in default of any requirement of Applicable Securities Laws of the Qualifying Jurisdictions in any material respect. The Corporation

is not in material default of any requirement of such legislation or of any corporate or administrative policies including, and is in all material respects in compliance with the rules and regulations of the TSXV.

- (b) ***Incorporation and Good Standing of the Corporation.*** The Corporation has been duly incorporated and is validly existing as a Corporation and in good standing under the laws of Ontario and has the corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and to enter into and perform its obligations under this Agreement, the Debenture Indenture, the Warrant Indenture, the Quebec Subscription Agreements and the Broker Warrant Certificates. The Corporation is duly qualified as a corporation, foreign corporation, or extra-provincial corporation, as applicable, to conduct business as now conducted and as currently proposed to be conducted and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Effect.
- (c) ***Subsidiaries.*** As at the date of this Agreement, other than the Subsidiaries, the Corporation has no subsidiaries and holds no shares or other ownership, equity or proprietary interests in any other person and the Corporation does not have any agreements to acquire or lease any material assets or properties or any other business operations. Other than Seafront, the Corporation owns all of the issued and outstanding shares of the Subsidiaries, free and clear of all encumbrances, claims or demands whatsoever and no person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Corporation or the Subsidiaries of any interest in any of the shares in the capital of the Subsidiaries. The Corporation owns 49% of the membership interests in Seafront, free and clear of all encumbrances, claims or demands whatsoever and no person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Corporation of any interest in any of the membership interests in Seafront. All outstanding shares in the capital of, or other equity interests, as applicable, in each Subsidiary have been duly authorized and are validly issued, fully paid and non-assessable.
- a. Each Subsidiary: (i) has been duly incorporated, amalgamated, continued or organized and is validly existing as a company or other legal entity in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization and has the corporate power, capacity and authority to own, lease and operate its assets, to conduct its business as now conducted and as currently proposed to be conducted and to carry out the provisions hereof; and (ii) where required, has been duly qualified as a foreign corporation for the transaction of its business and is in good standing under the laws of each other jurisdiction in which it owns or leases property, or conducts any business and is not precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document.

- b. The Corporation and each Subsidiary (i) has conducted and has been conducting its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which its business is carried on or in which its services are provided, including but not limited to all ethical standards applicable to the Corporation and each Subsidiary's industry and promulgated by any Governmental Authority or otherwise, and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Applicable Laws, (ii) is not in breach or violation of any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Corporation or any Subsidiary, as applicable, (iii) holds all, and are not in breach of any, material Governmental Licences that enable its business to be carried on as now conducted in each of the jurisdictions it carries on business and enable it to own, lease or operate its assets and properties, and none of the Subsidiaries nor, to the knowledge of the Corporation, any other person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing such Subsidiaries' dissolution or winding up.
- (d) **Governmental Licences.** (A) The Corporation and each of the Subsidiaries possesses such permits, certificates, licences, approvals, registrations, qualifications, consents and other authorizations (collectively, "**Governmental Licences**"), issued by the appropriate federal, provincial, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it in all jurisdictions in which it carries on its business, that are material to the conduct of the business (as such business is currently conducted); (B) the Corporation and each Subsidiary is in material compliance with the terms and conditions of all such Governmental Licences; (C) all of such Governmental Licences are in good standing, valid and in full force and effect; (D) neither the Corporation nor any Subsidiary has received any notice of proceedings relating to the revocation, suspension, termination or modification of any such Governmental Licences, and there are no facts or circumstances, including without limitation facts or circumstances relating to the revocation, suspension, modification or termination of any Governmental Licences held by others, known to the Corporation, that could lead to the revocation, suspension, modification or termination of any such Governmental Licences if the subject of an unfavourable decision, ruling or finding, except where such revocation, suspension, modification or termination is not in respect of a material Governmental Licence or where such revocation, suspension, modification or termination would not, individually or in the aggregate, have a Material Adverse Effect; (E) neither the Corporation nor any Subsidiary is in material default with respect to filings to be effected or conditions to be fulfilled in order to maintain such Governmental Licences in good standing; (F) none of such Governmental Licences contains any term, provision, condition or limitation which has or would reasonably be expected to affect or restrict in any material respect the operations or the business as now carried on or proposed to be carried on; (G) neither the Corporation nor any Subsidiary has reason to believe that any party granting any such Governmental Licences is considering limiting, suspending, modifying, withdrawing or revoking the same in any material respect.

- (e) **Short Form Eligibility.** The Corporation is eligible to file a short form prospectus under NI 44-101 in each of the Qualifying Jurisdictions.
- (f) **Incorporated Documents.** The documents incorporated or deemed to be incorporated by reference in the Prospectus, when they were filed with the Securities Commissions of the Qualifying Jurisdictions, conformed in all material respects to the requirements of the Canadian Securities Laws of the Qualifying Jurisdictions and, to the extent applicable, U.S. Securities Laws. Any further documents to be incorporated by reference in the Prospectus prior to the completion of the distribution of the Debenture Units, when such documents are so filed, will conform in all material respects to the Applicable Securities Laws of the Qualifying Jurisdictions, and will not contain a misrepresentation within the meaning of such Applicable Securities Laws or an 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 not misleading, or not misleading in the light of the circumstances under which they were made.
- (g) **No Shareholders' Agreement or Voting Agreement.** The Corporation is not a party to, nor is the Corporation aware of, any shareholders' agreements, pooling agreements, voting agreements or voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Corporation, with respect to the nomination or appointment of any directors or officers of the Corporation, with respect to observer or information rights related to the proceedings or operations of the Corporation or pursuant to which any person may have any right or claim in connection with any existing or past equity interest in the Corporation.
- (h) **Reports and Documents, etc.** There are no reports or information that in accordance with the requirements of the Canadian Securities Laws of the Qualifying Jurisdictions, the U.S. Securities Act or the U.S. Exchange Act must be made publicly available in connection with the Offering or the Concurrent Placement that have not been made publicly available as required. There are no contracts or documents required to be filed with the Securities Commissions in the Qualifying Jurisdictions in connection with the Prospectus that have not been filed as required pursuant to the Applicable Securities Laws of the Qualifying Jurisdictions.
- (i) **Liabilities.** The Corporation has no liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements or referred to or disclosed herein, other than liabilities, obligations, or indebtedness or commitments (i) incurred in the normal course of business, or (ii) which would not reasonably be expected to have a Material Adverse Effect.
- (j) **Distribution of Offering Material by the Corporation.** The Corporation has not distributed and will not distribute, prior to the completion of the distribution of the Debenture Units, any offering material in connection with the Offering and sale of the Debenture Units other than the Prospectus and any marketing materials in accordance with Section 5.1.

- (k) **Authorization.** This Agreement, has been duly authorized, executed and delivered by the Corporation. As of the Closing Time, the Quebec Subscription Agreements, Debenture Indenture, Warrant Indenture and Broker Warrant Certificates will have been duly authorized, executed and delivered by, and will be a valid and binding agreement of, the Corporation, enforceable in accordance with their terms, except as rights to indemnification hereunder may be limited by applicable law and except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.
- (l) **Necessary Corporate Action.** As of the Closing Time, all necessary corporate action will have been taken by the Corporation to: (i) validly create and authorize the issuance of the Convertible Debentures, Warrants and Broker Warrants; (ii) validly allot, reserve and authorize the issuance of the Debenture Shares as fully paid non-assessable securities in the capital of the Corporation upon the conversion of the Convertible Debentures in accordance with the terms of the Convertible Debentures and in accordance with the Debenture Indenture; and (iii) validly allot, reserve and authorize the issuance of the Warrant Shares and Broker Warrant Shares upon the payment therefor as fully paid non-assessable securities in the capital of the Corporation upon the exercise in accordance with the terms of the Warrants and Broker Warrants, respectively, and, in the case of the Warrants, in accordance with the Warrant Indenture.
- (m) **No Material Adverse Change.** Since the respective dates as of which information is given in the Prospectus: (i) there has been no change, or any development that could reasonably be expected to result in a change, in the condition, financial or otherwise, or in the earnings/losses, business, operations or prospects, whether or not arising from transactions in the ordinary course of business, of the Corporation which would give rise to a Material Adverse Effect, (ii) the Corporation has not incurred any material liability or obligation, indirect, direct or contingent nor entered into any material transaction or agreement, and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Corporation on any class of share capital or repurchase or redemption by the Corporation of any class of share capital. Except as would not, individually or in the aggregate, have a Material Adverse Effect, the Corporation has not sent or received any communication regarding termination of, or intent not to renew, any of the contracts, agreements or customer relationships referred to or described in the Prospectus or referred to or described in any Document Incorporated by Reference.
- (n) **Independent Accountants.** The accountants who audited or reviewed (as the case may be) the Financial Statements are independent with respect to the Corporation and its Subsidiaries, as applicable, within the meaning of Applicable Securities Laws of the Qualifying Jurisdictions. There has not been any “reportable event” (as that term is defined in NI 51-102) with the current auditors or any other prior auditors of the Corporation or any of its Subsidiaries, as applicable.
- (o) **Preparation of the Financial Statements.** The Financial Statements included or incorporated by reference in the Prospectus present fairly, in all material respects, the financial position of the Corporation and the Subsidiaries, as applicable, as of and at the

dates indicated and the results of its operations and cash flows for the periods specified. The Corporation's Financial Statements have been prepared in accordance with Applicable Securities Laws of the Qualifying Jurisdictions and IFRS, applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. No other financial statements are required by the Applicable Securities Laws of the Qualifying Jurisdictions to be included or incorporated by reference in the Prospectus. The financial data set forth in the Prospectus fairly present, in all material respects, the information set forth therein on a basis consistent with that of the Financial Statements.

- (p) ***Minute Books.*** The corporate records and minute books of the Corporation that have been made available to the Agent and Agent's Counsel contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders of the Corporation held since its inception, and originals or copies of all resolutions and by-laws duly passed or confirmed by the directors or shareholders of the Corporation other than at a meeting.
- (q) ***Capitalization and Other Share Capital Matters.***
 - (i) The authorized, issued and outstanding share capital of the Corporation is as set forth in the Prospectus under the caption "Description of Securities Being Distributed".
 - (ii) The Debenture Units, Convertible Debentures, Debenture Shares, Warrants, Warrant Shares, Broker Warrants and Broker Warrant Shares, conform in all material respects to the description thereof contained in the Offering Documents.
 - (iii) The Convertible Debentures, Warrants and Broker Warrants to be issued by the Corporation have been duly authorized for issuance and sale and, when issued and delivered by the Corporation on the Closing Date, will be validly issued, fully paid and non-assessable, and will constitute valid and binding obligations of the Corporation enforceable in accordance with their terms, except as rights to indemnification hereunder may be limited by applicable law and except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, and the issuance and sale of the Debenture Units is not subject to any pre-emptive rights, rights of first refusal or other similar rights to subscribe for or purchase the Debenture Units created by law or the Corporation.
 - (iv) The Debenture Shares issuable upon conversion of the Convertible Debentures, the Warrant Shares issuable upon exercise of the Warrants and the Broker Warrant Shares issuable upon exercise of the Broker Warrants have been duly authorized and reserved for issuance pursuant to the terms of the Debenture Indenture, Warrant Indenture and Broker Warrant Certificates, respectively, and when issued by the Corporation upon valid conversion or exercise, as applicable, of the Convertible Debentures, Warrants and Broker Warrants, respectively, and

payment of the exercise price therefor, will be duly and validly issued, fully paid and non-assessable, and the issuance of the Debenture Shares, Warrants Shares and Broker Warrant Shares are not subject to any pre-emptive rights, rights of first refusal or other similar rights to subscribe for or purchase the securities of the Corporation created by law or the Corporation.

- (r) ***No Applicable Registration or Other Similar Rights.*** There are no persons with registration or other similar rights to have any equity or debt securities registered or qualified for sale under the Prospectus or included in the Offering or the Concurrent Placement who have not waived such rights in writing (including electronically) prior to the execution of this Agreement.
- (s) ***Options and Warrants to Purchase Securities.*** Except as described in the Prospectus, there are no authorized or outstanding options, warrants, pre-emptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any Subordinate Voting Shares, granted by the Corporation.
- (t) ***Stock Exchange Listings.*** The Corporation's outstanding Subordinate Voting Shares are listed and posted for trading on the TSXV under the symbol "NOW" and no order to cease trading or suspending trading in the Subordinate Voting Shares or prohibiting the trading of any Subordinate Voting Shares is in force and no proceedings for such purpose are pending or, to the knowledge of the Corporation, threatened.
- (u) ***Directors and Officers.*** To the knowledge of the Corporation, none of the current directors or officers of the Corporation are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public corporation or of a corporation listed on a particular stock exchange.
- (v) ***Transfer Agent, Trustee and Warrant Agent.*** The Transfer Agent has been duly appointed as registrar and transfer agent for the Subordinate Voting Shares of the Corporation. TSX Trust Company has been duly appointed as the debenture trustee under the Debenture Indenture for the Convertible Debentures. The Warrant Agent has been duly appointed as the warrant agent for the Warrants.
- (w) ***Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.*** The Corporation is not in violation of its articles or by-laws, and is not in default (nor would it be, with the giving of notice or lapse of time, in default) ("**Default**") under any indenture, mortgage, loan or credit agreement, note, guarantee, contract, franchise, lease or other instrument to which the Corporation is a party or by which it is bound (including, without limitation, any credit agreement, guarantee, indenture, pledge agreement, security agreement or other instrument or agreement evidencing, guaranteeing, securing or relating to indebtedness of the Corporation, if any), or to which any of the property or assets of the Corporation is subject (each, an "**Existing Instrument**"), except for such Defaults as would not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect. The Corporation's

execution, delivery and performance of this Agreement, the Quebec Subscription Agreements, the Debenture Indenture and the Warrant Indenture, the consummation of the transactions contemplated hereby and thereby and by the Prospectus and the issuance and sale of the Debenture Units under the Offering and the Concurrent Placement (i) have been duly authorized by all necessary corporate action and will not result in any violation of the provisions of the constating documents or the by-laws of the Corporation, (ii) will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Corporation pursuant to, or require the consent of any other party to, any Existing Instrument except for such conflicts, breaches, Defaults or a Debt Repayment Triggering Event as would not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect and (iii) will not result in any material violation of any law, administrative regulation or administrative or court decree applicable to the Corporation. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the Corporation's execution, delivery and performance of this Agreement, the Debenture Indenture, the Warrant Indenture and the consummation of the transactions contemplated hereby and by the Prospectus, except such as have been obtained or made or, as contemplated by this Agreement, will be obtained or made, by the Corporation and are in full force and effect. As used herein, a "**Debt Repayment Triggering Event**" means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Corporation.

- (x) ***No Material Actions or Proceedings.*** There are no legal or governmental actions, suits, claims, investigations or proceedings pending or, to the Corporation's knowledge, threatened or contemplated (i) against or affecting the Corporation, (ii) which have as the subject thereof any officer or director (in his or her capacity as such) of, or property owned or leased by, the Corporation or (iii) relating to environmental or discrimination matters, where in any such case (A) there is a reasonable expectation that such action, suit or proceeding will be determined adversely to the Corporation or such officer or director, (B) any such action, suit or proceeding, if so determined adversely, would reasonably be expected to result in a Material Adverse Effect or materially and adversely affect the consummation of the transactions contemplated by this Agreement and (C) any such action, suit or proceeding is or would be material in the context of the sale of the Debenture Units. Except as described in the Prospectus, no material labour dispute with the employees or independent contractors of the Corporation exists or, to the Corporation's knowledge, is threatened or imminent.
- (y) ***Employment Standards, Human Rights Legislation.*** There are no outstanding complaints against the Corporation before any government employment standards branch, tribunal or human rights tribunal, nor, to the knowledge of the Corporation, are there any threatened material complaints or any occurrence that may reasonably be expected to lead to a material complaint, in each case under any human rights legislation or employment standards legislation. There are no outstanding decisions or settlements

or pending settlements under any employment standards legislation that place any obligation upon the Corporation to do or to refrain from doing any act. The Corporation is not delinquent in any material respect in payments to any of its employees, consultants or independent contractors for any wages, salaries, commissions, bonuses or other direct compensation for any service performed for it or amounts required to be reimbursed to such employees, consultants or independent contractors, and all such amounts have been properly accrued in the books and records of the Corporation in all material respects. The Corporation is in compliance in all material respects with all applicable laws related to employment, including those related to wages, hours and the payment and withholding of taxes and other sums as required by law and has not and is not engaged in any unfair labour practice.

- (z) ***Proposed Acquisitions.*** The Corporation (i) has not made any significant acquisitions as such term is defined in Part 8 of NI 51-102 in its current financial year or prior financial years in respect of which historical and/or pro forma financial statements or other information would be required to be included or incorporated by reference into the Prospectus and for which a business acquisition report has not been filed under NI 51-102, (ii) has not entered into any agreement or arrangement in respect of a transaction that would be a significant acquisition for purposes of Part 8 of NI 51-102, and (iii) there are no proposed acquisitions by the Corporation that have progressed to the state where a reasonable person would believe that the likelihood of the Corporation completing the acquisition is high and would be a significant acquisition for the purposes of Part 8 of NI 51-102 if completed as of the date of the Prospectus Supplement.
- (aa) ***Intellectual Property Rights.***
- (i) The Corporation and/or its Subsidiaries, as applicable, own, or have obtained a valid and enforceable license for, or other right to use, all trademarks, trade names, service marks, patents, patent applications, other patent rights, copyrights, domain names, software, inventions, processes, databases, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) and other similar intellectual property rights, whether registered or unregistered and in any jurisdiction (collectively, “**Intellectual Property Rights**”) material to its business as of the date hereof, free and clear of all liens and encumbrances.
- (ii) To the knowledge of the Corporation, the Corporation’s business as now conducted or proposed to be conducted as described in the Prospectus, does not infringe, conflict with or otherwise violate any Intellectual Property Rights of others, and neither the Corporation nor the Subsidiaries have received, or has been threatened with, any notice of infringement or conflict with asserted Intellectual Property Rights of others, or any facts or circumstances which would render any Intellectual Property Rights invalid or inadequate to protect the interest of the Corporation therein.

- (iii) To the knowledge of the Corporation, there is no infringement by third parties of any Intellectual Property Rights owned by the Corporation or the Subsidiaries, as applicable.
- (iv) To the knowledge of the Corporation, there is no pending or threatened action, suit, proceeding or claim relating to Intellectual Property Rights owned by the Corporation or the Subsidiaries, as applicable.
- (v) Except as disclosed in the Prospectus, neither the Corporation nor the Subsidiaries is a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity.
- (vi) All licenses for Intellectual Property Rights owned or used by the Corporation or the Subsidiaries, as applicable, are valid, binding upon and enforceable by or against the Corporation or the Subsidiaries, as applicable, and, to the Corporation's knowledge, against the parties thereto in accordance with their terms.
- (vii) None of the technology employed by the Corporation or the Subsidiaries, as applicable, has been obtained or is being used by the Corporation or the Subsidiaries, as applicable, in violation of any contractual obligation binding on the Corporation or the Subsidiaries, as applicable, or, to the Corporation's knowledge, any of its officers, directors or employees or otherwise in violation of the rights of any third party.
- (viii) Except as would not result in a Material Adverse Effect, all assignments from inventors to the Corporation have been obtained and filed with the appropriate patent offices for all of the Corporation's patent applications.
- (ix) Except as would not reasonably be expected to result in a Material Adverse Effect, the Corporation or the Subsidiaries, as applicable, do not have knowledge of any claims of third parties to any ownership interest or unregistered lien with respect to the Corporation's or the Subsidiaries, as applicable, or its licensors' patents and patent applications.
- (x) The Corporation does not know of any facts which would form a basis for a finding of unenforceability or invalidity of any of the patents, trademarks or service marks of the Corporation or the Subsidiaries, as applicable.
- (xi) The Corporation does not know of any material defects of form in the preparation or filing of the patent applications of the Corporation or the Subsidiaries, as applicable.
- (xii) To the knowledge of the Corporation, the Corporation or the Subsidiaries, as applicable, has complied with the U.S. Patents and Trademark Office, or any other applicable patent issuing entity's, duties of candor and disclosure for each patent and patent application of the Corporation or the Subsidiaries, as applicable.

- (xiii) The Corporation does not know of any fact with respect to the patent applications of the Corporation or the Subsidiaries, as applicable, presently on file that (A) would preclude the issuance of patents with respect to such applications, (B) would lead it to conclude that such patents, when issued, would not be valid and enforceable in accordance with applicable regulations or (C) would result in a third party having any rights in any patents issuing from such patent applications.
- (xiv) The Corporation has taken all commercially reasonable steps to protect, maintain and safeguard each of its rights in all Intellectual Property Rights, including to its knowledge, the execution of appropriate non-disclosure and confidentiality agreements.
- (bb) ***Change in Legislation.*** Except as described in the Prospectus, the Corporation is not aware of any legislation, or proposed legislation, which it reasonably expects will have a Material Adverse Effect.
- (cc) ***Title to Properties.*** The Corporation has good and marketable title to all property and other assets reflected as owned by it in the Financial Statements, free and clear of any security interests, mortgages, liens, encumbrances, equities, adverse claims and other defects except those that do not materially and adversely affect the value of such property and do not materially interfere with the use made or proposed to be made of such property by the Corporation. The real property, improvements, equipment and personal property held under lease by the Corporation are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the conduct of the business of the Corporation.
- (dd) ***Tax Law Compliance.*** The Corporation has filed all United States federal, Canadian federal and all other foreign, provincial, state, local or other income and franchise tax returns required to be filed by it or has properly requested extensions thereof, other than those tax returns where the failure to file would not result in a Material Adverse Effect, and has paid all taxes and any similar assessment, including interest and penalties applicable thereto, that are due and payable by it, other than those being contested in good faith and by appropriate proceedings, those as to which adequate reserves have been provided or those where failure to pay would not, individually or in the aggregate, result in a Material Adverse Effect.
- (ee) ***Insurance.*** The Corporation maintains insurance covering the properties, operations, personnel and business of the Corporation in such amounts and with such deductibles and covering such risks as are reasonably adequate and customary for its business. The Corporation has no knowledge that it will not be able to (i) renew its existing insurance coverage as and when such policies expire or (ii) obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not reasonably be expected to result in a Material Adverse Effect. The Corporation has not been denied any insurance coverage which it has sought or for which it has applied in the past two years.

- (ff) **Working Capital.** To the Corporation's knowledge and taking into account the available working capital, contracted revenue and the maximum net proceeds receivable by the Corporation following the sale of the Debenture Units pursuant to the Offering and the Concurrent Placement, the Corporation has sufficient working capital for its present requirements for a period of at least 12 months from the date of the Prospectus Supplement.
- (gg) **Related Party Transactions.** There are no material business relationships or related-party transactions required to be described in the Prospectus which have not been described in the Prospectus.
- (hh) **Forward Looking Information and Statements by the Corporation.** All forward-looking information and statements of the Corporation contained in the Prospectus, including any forecasts and estimates, expressions of opinion, intention and expectation have been based on assumptions that are reasonable in the circumstances, and the Corporation has updated such forward-looking information and statements as required by and in compliance with Applicable Securities Laws of the Qualifying Jurisdictions. All information which has been prepared by the Corporation relating to the Corporation or any of the Subsidiaries, the business, property and liabilities thereof and provided or made available to the Agent, and all financial, marketing, sales and operational information provided to the Agent is, as of the date of such information, true and correct in all material respects, taken as whole, and no fact or facts have been omitted therefrom which would make such information materially misleading.
- (ii) **Oral Due Diligence Sessions.** The responses given by the Corporation and its officers at all oral due diligence sessions conducted by the Agent in connection with the Offering and the Concurrent Placement, as they relate to matters of fact, have been and shall continue until the Closing of the Offering and the Concurrent Placement to be true and correct in all material respects as at the time such responses have been or are given, as the case may be, and such responses taken as a whole have not and shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given or shall be given, as the case may be; and (ii) where the responses reflect the opinion or view of the Corporation or its officers (including responses or portions of such responses which are forward-looking or otherwise relate to projections, forecasts, or estimates of future performance or results (operating, financial or otherwise)), such opinions or views have been and will be honestly held and believed to be reasonable given the circumstances at the time they are given.
- (jj) **Statistical and Market-Related Data.** The statistical, demographic and market-related data included in the Prospectus are based on or derived from sources that the Corporation believes to be reliable and accurate in all material respects or represent the Corporation's good faith estimates that are made on the basis of data derived from such sources.

- (kk) ***Compliance with Environmental Laws.***
- (i) Except as would not, individually or in the aggregate, result in a Material Adverse Effect, the Corporation or its Subsidiaries are not in violation of any federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common 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, 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 chemical pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, “**Hazardous Materials**”) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, “**Environmental Laws**”);
 - (ii) Except as would not, individually or in the aggregate, result in a Material Adverse Effect, the Corporation and its Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and is in compliance with their requirements;
 - (iii) there are no pending or, to the knowledge of the Corporation, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Corporation or any of its Subsidiaries; and
 - (iv) to the knowledge of the Corporation, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean- up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Corporation or any of its Subsidiaries relating to Hazardous Materials or any Environmental Laws.
- (ll) ***Brokers.*** Except pursuant to this Agreement, the Corporation has incurred no liability for any finder’s or broker’s fee or agent’s commission in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby or by the Prospectus.
- (mm) ***No Outstanding Loans or Other Extensions of Credit.*** Other than a loan to one of the Corporation’s executive officers as disclosed in the Corporation’s financial statements for the third quarter ended September 30, 2021, the Corporation has not extended or maintained credit, arranged for the extension of credit, or renewed any extension of credit, in the form of a personal loan, to or for any shareholder, director or executive officer (or equivalent thereof) of the Corporation and which remains outstanding.
- (nn) ***Compliance with Laws.*** The Corporation has not been advised, and has no reason to believe, that it is not conducting business in compliance with all applicable laws, rules

and regulations of the jurisdictions in which it is conducting business, except where failure to be so in compliance would not result in a Material Adverse Effect.

- (oo) ***Anti-Money Laundering Laws.*** The operations of the Corporation and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the “**Applicable Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Governmental Authority involving the Corporation or any Subsidiary with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of the Corporation, pending or threatened.
- (pp) ***Audit Committee.*** The Corporation’s board of directors has validly appointed an audit committee whose composition satisfies the requirements of National Instrument 52-110 - *Audit Committees*.
- (qq) ***Eligibility for Investment.*** The Convertible Debentures, the Warrants, the Debenture Shares and the Warrant Shares will at the Closing Time qualify as eligible investments as described in the Prospectus Supplement under the heading “Eligibility for Investment” and the Corporation will not take or permit any action within its control which would cause the Convertible Debentures, the Warrants and the Subordinate Voting Shares to cease to be qualified, during the period of distribution of the Debenture Units, as eligible investments to the extent so described in the Prospectus Supplement.
- (rr) ***Use of Proceeds.*** As of the date hereof, the Corporation intends to apply the net proceeds from the issue and sale of the Debenture Units under the Offering and the Concurrent Placement in accordance with the disclosure set out under the heading “Use of Proceeds” in the Prospectus Supplement.
- (ss) ***Parties to Lock-Up Agreements.*** The Corporation shall have used its commercially reasonable best efforts to cause each of the Corporation’s executive officers and directors to execute and deliver to the Agent a lock-up agreement (the “**Lock-Up Agreement**”) in favour of the Agent in a form satisfactory to the Agent, acting reasonably, on or before the Closing Date, whereby such director and executive officer of the Corporation shall agree not to, without the prior written consent of the Agent, such consent not to be unreasonably withheld, for a period of 120 days following Closing Date, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any equity securities of the Corporation or other securities of the Corporation convertible into, exchangeable for or exercisable to acquire, equity securities of the Corporation, directly or indirectly, unless (i) they first obtain the prior consent of the Agent, such consent not to be unreasonably withheld, conditioned or delayed, or (ii)

there occurs a take-over bid, arrangement or similar transaction involving the acquisition of the Corporation.

8.2. Any certificate signed by any officer on behalf of the Corporation and delivered to the Agent or Agent's Counsel in connection with the offering of the Debenture Units under the Offering and Concurrent Placement shall be deemed to be a representation and warranty by the Corporation as to matters covered thereby to the Agent.

8.3. **Restrictions on Further Issues or Sales.** During the period commencing on the Closing Date and continuing for a period of 120 days thereafter, the Corporation will not, without the written consent of the Agent, issue, agree to issue, or announce an intention to issue, any Subordinate Voting Shares or equity securities of the Corporation or any securities convertible into or exchangeable for Subordinate Voting Shares or equity securities of the Corporation other than in connection with: (i) the exchange, transfer, conversion or exercise rights of existing outstanding securities; (ii) the issuance of awards or other incentives under the Corporation's omnibus equity incentive plan; (iii) existing commitments to issue securities; (iv) an arm's length acquisition (including to acquire assets or intellectual property rights); or (v) the Offering or the Concurrent Placement.

ARTICLE 9 CONDITIONS TO CLOSING

9.1. The obligations of the Agent on the Closing Date shall be subject to the performance by the Corporation of its obligations hereunder and the following additional conditions, which conditions the Corporation covenants to exercise its commercially reasonable best efforts to have fulfilled on or prior to the Closing Date and which conditions may be waived in writing in whole or in part by the Agent:

- (a) **Necessary Filings:** the Corporation will have made or obtained the necessary filings, approvals, consents and acceptances to or from, as the case may be, the Securities Commissions of the Qualifying Jurisdictions and the TSXV (subject to satisfaction of certain customary post-closing conditions imposed by the TSXV (the "**Standard Listing Conditions**") required to be made or obtained by the Corporation in connection with the Offering and the Concurrent Placement, on terms which are acceptable to the Corporation and the Agent, acting reasonably, prior to the Closing Date, it being understood that the Agent will do all that is reasonably required to assist the Corporation to fulfil this condition;
- (b) **Delivery of Prospectus:** if requested by the Agent, the Corporation shall have delivered to the Agent and the Selling Group Members, at such addresses as the Agent and the Selling Group Members may reasonably request, conformed commercial copies of the Prospectus;
- (c) **TSXV Acceptance:** the Warrants, Warrant Shares, Debenture Shares and Broker Warrant Shares, will have been accepted for listing by the TSXV, subject only to the satisfaction by the Corporation of Standard Listing Conditions;
- (d) **Board Authorization:** the Corporation's board of directors will have authorized and approved this Agreement, the Quebec Subscription Agreements, the Debenture Indenture, the Warrant Indenture, the Broker Warrant Certificates, the sale and issuance

of the Debenture Units, the issuance of Debenture Shares upon the conversion of the Convertible Debentures, the issuance of the Warrant Shares upon exercise of the Warrants the issuance of the Broker Warrants, and the issuance of the Broker Warrant Shares upon exercise of the Broker Warrants, and all matters relating to the foregoing;

- (e) **Legal Opinion:** the Agent shall have received at the Closing Time a customary legal opinion from the Corporation's Counsel (or other local counsel to the Corporation, as applicable) covering the laws of the Qualifying Jurisdictions, addressed to the Agent and the Agent's Counsel, in which counsel may rely as to matters of fact, on certificates of the Corporation's officers and other documentation standard for legal opinions in transactions of a similar nature, in form and substance acceptable to the Agent, acting reasonably, with respect to the following matters with such opinions being subject to usual and customary assumptions and qualifications, as may be accepted by the Agent's Counsel:
- (i) the Corporation is a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of Applicable Securities Laws in any of the Qualifying Jurisdictions which maintain such a list;
 - (ii) the Corporation is a corporation duly incorporated and validly existing under OBCA, and has all requisite corporate power, capacity and authority to carry on its business as now conducted and to own, lease and operate its assets and properties as described in the Prospectus;
 - (iii) as to the authorized and issued capital of the Corporation;
 - (iv) the Debenture Units have been duly and validly authorized and created;
 - (v) the Over-Allotment Option has been duly and validly authorized and granted by the Corporation and the Additional Debenture Units issuable upon the exercise of the Over-Allotment Option have been duly and validly allotted and reserved for issuance by the Corporation and, upon the exercise of the Over-Allotment Option for Additional Debenture Units including receipt by the Corporation of payment in full therefor, the Additional Convertible Debentures and Additional Warrants issued pursuant to the Over-Allotment Option will have been duly and validly created, authorized and issued by the Corporation;
 - (vi) the Convertible Debentures have been duly and validly created, authorized and issued by the Corporation and the Debenture Shares issuable upon the conversion of the Convertible Debentures have been duly and validly allotted and reserved for issuance by the Corporation and upon the conversion of the Convertible Debentures in accordance with their terms, the Debenture Shares will have been duly and validly authorized and issued and will be outstanding as fully-paid and non-assessable Subordinate Voting Shares in the capital of the Corporation;

- (vii) the Warrants have been duly and validly created, authorized and issued by the Corporation and the Warrant Shares issuable upon the exercise of the Warrants have been duly and validly allotted and reserved for issuance by the Corporation and upon the exercise of the Warrants in accordance with their terms, including payment of the exercise price therefor, the Warrant Shares will have been duly and validly authorized and issued and will be outstanding as fully-paid and non-assessable Subordinate Voting Shares in the capital of the Corporation;
- (viii) the Broker Warrants have been duly and validly created, authorized and granted by the Corporation and the Broker Warrant Shares issuable upon the exercise of the Broker Warrants have been duly and validly allotted and reserved for issuance by the Corporation, and upon the exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificate, including payment of the exercise price therefor, the Broker Warrant Shares will have been duly and validly authorized and issued and will be outstanding as fully-paid and non-assessable Subordinate Voting Shares in the capital of the Corporation;
- (ix) the Corporation has all necessary corporate power and capacity: (i) to execute and deliver this Agreement, the Quebec Subscription Agreements, the Debenture Indenture and the Warrant Indenture and to perform its obligations hereunder and thereunder; (ii) to offer, issue, sell and deliver the Debenture Units and the Convertible Debentures and Warrants comprising the Debenture Units; (iii) to grant the Over-Allotment Option and offer, issue, sell and deliver the Debenture Units and the Convertible Debentures and Warrants comprising the Debenture Units issuable upon exercise of the Over-Allotment Option; (iv) to issue, sell and deliver the Debenture Shares upon the due conversion of the Convertible Debentures; (v) to issue, sell and deliver the Warrant Shares upon the due exercise of the Warrants; (vi) to grant and issue the Broker Warrants; and (vii) to issue, sell and deliver the Broker Warrant Shares upon the due exercise of the Broker Warrants;
- (x) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Offering Documents;
- (xi) the Corporation has duly authorized, executed and delivered, this Agreement, the Quebec Subscription Agreements, the Debenture Indenture, the Warrant Indenture and the Broker Warrant Certificates and authorized the performance of its obligations hereunder and thereunder, including the offering, creation (as applicable), issue, sale and delivery of the Convertible Debentures and the Warrants comprising the Debenture Units, the grant of the Over-Allotment Option, the offering, creation (as applicable) issue, sale and delivery of the Debenture Units, Convertible Debentures and Warrants issuable upon exercise of the Over-Allotment Option, the creation and grant of the Broker Warrants, the issue, sale and delivery of the Broker Warrant Shares upon exercise of the Broker Warrants and the offering, issue, sale and delivery of the Warrant Shares upon the exercise of the Warrants, and each of this Agreement, the Quebec Subscription Agreements, the Debenture Indenture and the Warrant Indenture

constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, subject to certain qualifications;

- (xii) the execution and delivery of this Agreement, the Quebec Subscription Agreements, the Debenture Indenture and the Warrant Indenture and the fulfillment of the terms hereof and thereof, including the offering, creation (as applicable), issue, sale and delivery of the Convertible Debentures and the Warrants comprising the Debenture Units, the grant of the Over-Allotment Option, the offering, creation (as applicable) issue, sale and delivery of the Convertible Debentures and Warrants comprising the Debenture Units upon exercise of the Over-Allotment Option, the creation and grant of the Broker Warrants, the offering and the issue, sale and delivery of the Warrant Shares upon the exercise of the Warrants, the offering and the issue, sale and delivery of the Broker Warrant Shares upon the exercise of the Broker Warrants and the consummation of the transactions contemplated by this Agreement, the Quebec Subscription Agreements, the Debenture Indenture and the Warrant Indenture, do not result in a breach of (whether after notice or lapse of time or both) or constitute a default under the articles and by-laws of the Corporation, or any applicable corporate law, Applicable Securities Laws or any other applicable law;
- (xiii) the form and terms of the (i) definitive certificate representing the Convertible Debentures, (ii) definitive certificate representing the Warrants, and (iii) the Broker Warrant Certificates have been approved by the directors of the Corporation and comply in all material respects with the OBCA, the constating documents of the Corporation and the rules of the TSXV;
- (xiv) the Broker Warrant Certificates constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, subject to certain qualifications;
- (xv) TSX Trust Company has been duly appointed as the debenture trustee under the Debenture Indenture;
- (xvi) TSX Trust Company has been duly appointed as the warrant agent for the Warrants;
- (xvii) all necessary documents have been filed, all requisite proceedings have been taken, all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction have been obtained, and all necessary legal requirements have been fulfilled, in order to (A) qualify the distribution of the Debenture Units (including the Convertible Debentures and the Warrants comprising the Debenture Units) issued under the Offering in each of the Qualifying Jurisdictions by or through investment dealers or brokers duly registered under the Applicable Securities Laws of the Qualifying Jurisdictions who comply with the relevant provisions of such laws and the terms of such

registration and who have complied with the relevant provisions of such Applicable Securities Laws, and (B) qualify the grant of the Over-Allotment Option and the issuance of the Broker Warrants to the Agent;

- (xviii) the issuance by the Corporation of the Debenture Shares in accordance with and pursuant to the terms and conditions of the Convertible Debentures issued under the Offering is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no authorization, approval, permit or consent of the Securities Commissions of the Qualifying Jurisdictions is required to be obtained by the Corporation under the Applicable Securities Laws in the Qualifying Jurisdictions to permit such issuance of the Debenture Shares;
- (xix) the issuance by the Corporation of the Warrant Shares in accordance with and pursuant to the terms and conditions of the Warrants issued under the Offering is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no authorization, approval, permit or consent of the Securities Commissions of the Qualifying Jurisdictions is required to be obtained by the Corporation under the Applicable Securities Laws in the Qualifying Jurisdictions to permit such issuance of the Warrant Shares;
- (xx) the issuance by the Corporation of the Broker Warrant Shares in accordance with and pursuant to the terms and conditions of the Broker Warrants is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no authorization, approval, permit or consent of the Securities Commissions of the Qualifying Jurisdictions is required to be obtained by the Corporation under the Applicable Securities Laws in the Qualifying Jurisdictions to permit such issuance of the Broker Warrant Shares;
- (xxi) the first trade in Debenture Shares, issued upon conversion of Convertible Debentures issued under the Offering, is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Corporation under Applicable Securities Laws of the Qualifying Jurisdictions to permit such trade through registrants registered under such Applicable Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that (i) such trade is not a “control distribution” as that term is defined in National Instrument 45- 102 – *Resale of Securities* at the time of such trade, (ii) the Corporation is a reporting issuer (as defined under Applicable Securities Laws of the Qualifying Jurisdictions) at the time of such

first trade, and (iii) such first trade is not a transaction or series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a distribution;

- (xxii) the first trade in Warrant Shares, issued upon exercise of Warrants issued under the Offering, is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Corporation under Applicable Securities Laws of the Qualifying Jurisdictions to permit such trade through registrants registered under such Applicable Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that (i) such trade is not a “control distribution” as that term is defined in National Instrument 45- 102 – *Resale of Securities* at the time of such trade, (ii) the Corporation is a reporting issuer (as defined under Applicable Securities Laws of the Qualifying Jurisdictions) at the time of such first trade, and (iii) such first trade is not a transaction or series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a distribution;
- (xxiii) the first trade in Broker Warrant Shares, issued upon exercise of Broker Warrants, is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Corporation under Applicable Securities Laws of the Qualifying Jurisdictions to permit such trade through registrants registered under such Applicable Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that (i) such trade is not a “control distribution” as that term is defined in National Instrument 45- 102 – *Resale of Securities* at the time of such trade, (ii) the Corporation is a reporting issuer (as defined under Applicable Securities Laws of the Qualifying Jurisdictions) at the time of such first trade, and (iii) such first trade is not a transaction or series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a distribution;
- (xxiv) the Debenture Shares, Warrants, Warrant Shares and Broker Warrant Shares having been accepted for listing on the TSXV, subject to the Standard Listing Conditions;
- (xxv) the statements set forth in the Prospectus Supplement under the heading “Certain Canadian Income Tax Considerations” are accurate in all material respects, subject to the limitations, qualifications and assumptions set out therein; and

(xxvi) the statements set forth in the Prospectus Supplement under the heading “Eligibility for Investment” are accurate in all material respects, subject to the limitations, qualifications and assumptions set out therein.

- (f) **Quebec Securities Law Opinion:** if any Debenture Units are sold to Purchasers in Quebec pursuant to the Concurrent Placement, the Agent will receive, at the Closing Time, a favourable legal opinion dated the Closing Date from Quebec counsel to the Corporation, in form and substance acceptable to the Agent, acting reasonably, with respect to the following matters:
- (i) the issue and sale by the Corporation of the Debenture Units (including the Convertible Debentures and Warrants comprising such Debenture Units) to the Purchasers in Quebec in accordance with the terms of the Quebec Subscription Agreements is exempt from the prospectus requirements of the Applicable Securities Laws of Quebec and no filing, proceeding, approval, permit, consent or authorization is required to be made, taken or obtained by the Corporation under such Applicable Securities Laws in connection with such issue and sale, other than the filing with the applicable securities regulator in Quebec, within 10 days from the date hereof of a report prepared on Form 45-106F1 (as prescribed by National Instrument 45-106) together with payment of the prescribed fees, if any, in connection therewith;
 - (ii) the issuance of the Debenture Shares, upon the conversion, in accordance with the terms of the Debenture Indenture, of the Convertible Debentures sold to Purchasers in Quebec will be exempt from the prospectus requirements of the Applicable Securities Laws of Quebec and no filing, proceeding, approval, permit, consent or authorization is required to be made, taken or obtained by the Corporation under such Applicable Securities Laws in connection with such issuance;
 - (iii) the issuance of the Warrant Shares, upon the exercise, in accordance with the terms of Warrant Indenture, of the Warrants sold to Purchasers in Quebec will be exempt from the prospectus requirements of the Applicable Securities Laws of Quebec and no filing, proceeding, approval, permit, consent or authorization is required to be made, taken or obtained by the Corporation under such Applicable Securities Laws in connection with such issuance;
 - (iv) the first trade of Convertible Debentures issued to Purchasers in Quebec under the Concurrent Placement, Debenture Shares issued upon conversion of such Convertible Debentures, Warrants issued to Purchasers in Quebec under the Concurrent Placement and Warrant Shares issued upon exercise of such Warrants, will be a distribution subject to the prospectus requirements of the Applicable Securities Laws of Quebec, unless:
 - (A) the Corporation is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;

- (B) at the time of such trade, at least four months have elapsed from the “distribution date” (as defined under NI 45-102) of the Convertible Debentures and the Warrants, as the case may be;
 - (C) the certificates representing the Convertible Debentures, the Debenture Shares, the Warrants and the Warrant Shares, as the case may be, carry the legend stating the prescribed restricted period for a reporting issuer in accordance with Section 2.5(2)3(i) of NI 45-102 or an ownership statement issued in connection with such securities under a direct registration system or other electronic book-entry system acceptable to the regulator bears a legend restriction notification for a reporting issuer in accordance with Section 2.5(2)3(i) of NI 45-102;
 - (D) such trade is not a “control distribution” (as defined in NI 45-102);
 - (E) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of such trade;
 - (F) no extraordinary commission or consideration is paid to a person or company in respect of such trade; and
 - (G) if the selling securityholder is an insider or officer of the Corporation, the selling securityholder has no reasonable grounds to believe that the Corporation is in default of “securities legislation” (as defined in National Instrument 14-101 – *Definitions*);
- (g) **U.S. Securities Law Opinion:** if any Debenture Units are sold to Purchasers in the United States, the Agent will receive, at the Closing Time, a favourable legal opinion dated the Closing Date from United States counsel to the Corporation, to the effect that no registration of the Debenture Units (including the Convertible Debentures and Warrants comprising the Debenture Units) offered and sold to purchasers in the United States will be required under the U.S. Securities Act, subject to the usual and customary assumptions, limitations and qualifications, if made in accordance with this Agreement including the attached Schedule “B”, such opinion to be in form and substance, acceptable in all reasonable respects to the Agent and its legal counsel. In providing the foregoing opinion, such counsel may rely upon, as to matters of fact, the Agent's certificate set out at Exhibit A to Schedule "B" hereto and certificates of officers of the Corporation;
- (h) **Bring Down Auditors' Comfort Letter:** the Agent shall have received at the Closing Time a letter dated the Closing Date from the Corporation's Auditors addressed to the Agent, the Corporation and the directors of the Corporation, in form and substance satisfactory to the Agent and Agent's Counsel, acting reasonably, confirming the continued accuracy of the comfort letter to be delivered to the Agent pursuant to Section 2.4(c) hereof with such changes as may be necessary to bring the information in such letter forward to within two (2) Business Days of the Closing Date, which changes shall be acceptable to the Agent and Agent's Counsel, acting reasonably;

- (i) **Corporate Certificate:** the Agent shall have received at the Closing Time certificates dated the Closing Date, signed by an appropriate officer of the Corporation addressed to the Agent and the Selling Group Members, with respect to: (i) the articles and by-laws of the Corporation, (ii) the authorizing resolutions relating to the distribution of the Debenture Units pursuant to the Offering and the Concurrent Placement, allotment, issue (or reservation for issue) and sale of the Debenture Units and the Broker Warrants, and the authorization, execution and delivery of this Agreement, each of the Offering Documents, the Quebec Subscription Agreements, the Debenture Indenture, the Warrant Indenture and the Broker Warrant Certificates, and the other agreements and transactions contemplated by this Agreement, and (iii) the incumbency and specimen signatures of signing officers of the Corporation who have signed the Offering Documents or other documents relating to the Offering and the Concurrent Placement;

- (j) **Material Subsidiary Opinion:** the Agent shall have received: (i) in respect of a Material Subsidiary established under the laws of Canada, a legal opinion from legal counsel to, and duly qualified to practice law in the jurisdiction of existence of, such Material Subsidiary addressed to the Agent and Agent's Counsel with respect to: (a) the existence of the Material Subsidiary; (b) the issued and outstanding securities of the Material Subsidiary and the securities thereof held by the Corporation or a Subsidiary; (c) the corporate power and capacity of the Material Subsidiary to carry on its business and activities and to own and lease its property and assets; each such opinion to be in form and substance, acceptable in all reasonable respects to the Agent and the Agent's Counsel; or (ii) in respect of a Material Subsidiary established under the laws of a jurisdiction outside Canada, a certificate of status (or the equivalent) in respect of such Material Subsidiary issued by the appropriate regulatory authority in the jurisdiction in which the applicable Material Subsidiary exists, failing which a legal opinion as described herein in subsection (i) shall be provided by legal counsel to, and duly qualified to practice law in the jurisdiction of existence of, such Material Subsidiary addressed to the Agent and Agent's Counsel;

- (k) **Closing Certificate:** the Agent shall have received at the Closing Time a certificate or certificates dated the Closing Date, and signed on behalf of the Corporation by two senior officers of the Corporation addressed to the Agent and the Selling Group Members certifying for and on behalf of the Corporation, after having made due enquiry and after having carefully examined the Offering Documents, that:
 - (i) the Corporation has duly complied with all covenants and satisfied in all material respects all the terms and conditions in this Agreement on its part to be performed or satisfied at or prior to the Closing Time;

 - (ii) to the knowledge of such persons, no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of the Debenture Shares, Warrant Shares, Broker Warrant Shares or any other securities of the Corporation in any of the Qualifying Jurisdictions (or, if applicable, any other jurisdiction where Debenture Units were issued hereunder) has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and no

proceedings, investigations or enquiries for that purpose have been instituted, are pending or, to the knowledge of such officers, are contemplated or threatened under Securities Laws or by any other regulatory authority;

- (iii) other than the Offering and the Concurrent Placement, there has been no material change or change in a material fact contained in any of the Offering Documents which fact or change is or may be, of such a nature as to result in a misrepresentation in any Offering Document or which would result in any Offering Documents not complying with Applicable Securities Laws of the Qualifying Jurisdictions; and
- (iv) the representations and warranties of the Corporation contained in this Agreement are true and correct in all material respects (except for representations and warranties subject to a materiality qualification, which are true and correct in all respects) as of the Closing Time, with the same force and effect as if made at and as of the Closing Time (other than those which are in respect of a specific date, which shall be accurate in all material respects as of such date), after giving effect to the transactions contemplated by this Agreement;

and the statements in such certificate or certificates shall be true and accurate in all material respects;

- (l) **Transfer Agent Certificate:** the Agent and the Selling Group Members shall have received at the Closing Time a certificate from the Transfer Agent dated the Closing Date and signed by an authorized officer of the Transfer Agent, confirming the issued share capital of the Corporation;
- (m) **Quebec Subscription Agreements:** if any Debenture Units are sold to Purchasers in Quebec under the Concurrent Placement, the duly and fully completed Quebec Subscription Agreements with such Purchasers shall have been executed and delivered by the Corporation in form and substance satisfactory to the Agent, acting reasonably;
- (n) **Lock-Up Agreements:** the Agent receiving the executed Lock-Up Agreement from each director and officer of the Corporation in favour of the Agent in a form reasonably satisfactory to the Agent as required pursuant to Section 8.1(ss);
- (o) **No Termination:** the Agent not having exercised its rights of termination set forth in Article 10.

ARTICLE 10 TERMINATION RIGHTS

10.1. The Corporation agrees that all representations, warranties, terms and conditions of this Agreement shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by it, that it will use its reasonable efforts to cause such representations, warranties, terms and conditions to be complied with, and that any breach or failure by

the Corporation to comply with any of such conditions in any material respect shall entitle the Agent, at such Agent's option, to terminate its obligations under this Agreement by notice to that effect given to the Corporation at the Closing Time unless otherwise expressly provided in this Agreement. The Agent 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 such terms and conditions or any other or subsequent breach or non-compliance.

10.2. In addition to any other remedies which may be available to the Agent in respect of any default, act or failure to act, or non-compliance with the terms of this Agreement by the Corporation, the Agent shall be entitled, at such Agent's option, to terminate and cancel, without any liability on the part of such Agent, except in respect of any liability which may have arisen or may arise after such termination under Article 11 and Article 12, its obligations under this Agreement by giving written notice to the Corporation at any time after the date hereof and prior to the Closing Time, if:

- (a) there shall occur or come into effect any material change in the business, affairs or financial condition or financial prospects of the Corporation or its Subsidiaries, or any change in a material fact or new material fact shall arise, or there should be discovered any previously undisclosed material fact which, in each case, in the reasonable opinion of the Agent has or would be expected to have a Material Adverse Effect on the market price or value or marketability of the Debenture Units;
- (b) there should develop, occur or come into effect or existence any event, action, state or condition (including without limitation, terrorism or accident) or major financial, political or economic occurrence of national or international consequence, any declared pandemic of a serious contagious disease (including the COVID-19 pandemic, to the extent that there is any material adverse development related thereto after the date hereof, or similar event or the escalation thereof), or any action, government, law, regulation, inquiry or other occurrence of any nature, which in the sole opinion of the Agent, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets in Canada or the United States or the business, operations or affairs of the Corporation and its Subsidiaries taken as a whole or the marketability of the Debenture Units;
- (c) (i) any inquiry, action, suit, proceeding or investigation (whether formal or informal) (including matters of regulatory transgression or unlawful conduct) is commenced, announced or threatened in relation to the Corporation or any one of the officers, directors or principal shareholders of the Corporation where wrong-doing is alleged or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the TSXV or any securities regulatory authority which involves a finding of wrong doing; or (ii) any order, action, proceeding, law or regulation is made, threatened, enacted or changed which ceases trading in the Corporation's securities or, in the opinion of the Agent, acting reasonably, operates to prevent or restrict the trading of the Subordinate Voting Shares;
- (d) the state of the financial markets in Canada, the United States or elsewhere where it is planned to market the Debenture Units is such that in the reasonable opinion of the Agent, the Debenture Units cannot be marketed profitably;

- (e) the Agent is not satisfied in its sole discretion with its due diligence investigations and investigations in respect of the Corporation; or
- (f) the Corporation is in breach of any material term, condition or covenant of this Agreement that may not be reasonably expected to be remedied prior to the Closing Time of the Offering or the Concurrent Placement or any representation or warranty given by the Corporation in this Agreement becomes or is false in any material respect.

10.3. For certainty, the outbreak of COVID-19 and any interruption to the business, affairs, or financial condition of the Corporation or any event, action state or condition or major financial occurrence, arising as a result of policies in place as of the date of this Agreement to address COVID-19, including the extension of the time that any such policy shall be in effect beyond their current proposed end date, shall not constitute an event or occurrence which will enable the Agent to rely on any of Section 10.2(a) or 10.2(b) hereof. For greater certainty, any measure not already in effect that is implemented after the date of this Agreement, to address the outbreak of COVID -19 that results in a material adverse change or disaster as described in Section 10.2(a) or 10.2(b) hereof, shall constitute an event or occurrence which will enable the Agent to rely on any of Section 10.2(a) or 10.2(b) hereof.

10.4. The rights of termination contained in Article 10 are in addition to any other rights or remedies of the Agent may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there shall be no further liability on the part of the Agent to the Corporation or on the part of the Corporation to the Agent except in respect of any liability which may have arisen or may arise after such termination under Article 11 and Article 12.

ARTICLE 11 INDEMNITY AND CONTRIBUTION

11.1. The Corporation (the “**Indemnitor**”), hereby agrees to indemnify and hold the Agent, its respective affiliates, directors, officers, employees, partners, securityholders, agents, successors and assigns (collectively, the “**Indemnified Parties**” and each, an “**Indemnified Party**”) harmless from and against any and all expenses, losses (other than loss of profits), claims, actions, damages, obligations or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims) (collectively, “**Losses**”), and the reasonable fees and expenses of their respective counsel and other expenses that may be incurred in advising with respect to and/or defending any claim that may be made against any Indemnified Party (collectively, the “**Indemnity Claims**”) or to which an Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise, insofar as the Indemnity Claims arise out of or are based upon, directly or indirectly, upon the performance of professional services rendered by the Agent under this Agreement (the “**Engagement**”). 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 (i) the Indemnified Party has been negligent or has committed any fraudulent act or wilful misconduct in the course of the Engagement, and (ii) such Losses resulted, directly or indirectly, from the negligence, fraudulent act or wilful misconduct of the Indemnified Party referred to in (i).

11.2. If for any reason (other than a determination as to any of the events referred to in Section 11.1) this indemnity is unavailable to an Indemnified Party or is insufficient to hold an Indemnified Party harmless in respect of any Indemnity Claim, the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Indemnity 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 Indemnitors 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 Indemnity 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 the Engagement.

11.3. The Indemnitor agrees that in case any legal proceeding shall be brought against, or an investigation is commenced in respect of, the Indemnitor and/or an Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign 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 the Engagement, 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.

11.4. An Indemnified Party will notify the Indemnitor promptly in writing after receiving notice of any Indemnity Claim against such 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 Indemnitors assume 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 Indemnity 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.

11.5. 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 thereof, provided such defence is conducted by experienced and competent counsel. Upon the Indemnitor notifying the Agent in writing of its election to assume the defence and retaining counsel, the Indemnitor shall not be liable to the Agent for any legal expenses subsequently incurred by them in connection with such defence. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to the Agent, will keep the Agent advised of the progress thereof and will discuss with the Agent all significant actions proposed.

11.6. 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 Indemnity Claim if: (i) the employment of such counsel has been authorized by the Indemnitors; or (ii) the Indemnitor have not assumed the defence and employed counsel therefor promptly after receiving notice of such Indemnity Claim; or (iii) counsel retained by the Indemnitors 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 Indemnitors or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the Indemnity 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.

11.7. No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Indemnified Parties. No admission of liability shall be made and the Indemnitor shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

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

11.9. The indemnity and contribution obligations of the Indemnitor hereunder shall be in addition to any liability which the Indemnitors may otherwise have (including under this Agreement), 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 Indemnitors, the Agent and any other Indemnified Party. The foregoing provisions shall survive any termination of this Agreement or the completion of the Engagement.

ARTICLE 12 EXPENSES

Whether or not the Offering or the Concurrent Placement contemplated by this Agreement is completed, the Corporation shall pay all expenses of or incremental to the Offering and the Concurrent Placement, including, but not limited to: (a) the costs of the Corporation's counsel, auditors and other advisors, (b) the costs of printing, filing fees, stock exchange fees and similar incidental expenses, (c) the fees of the Agent's legal counsel up to the maximum amount set out in the Engagement Letter plus disbursements and applicable taxes, and (d) the "out of pocket" expenses of the Agent including but not limited to their travel expenses in connection with due diligence and marketing activities; and all taxes on the foregoing. The Agent's expenses, including the fees and disbursements of its counsel, shall be payable on the Closing Date, subject to the prior receipt of appropriate supporting documentation by the Corporation.

All or part of the amount payable under this Agreement may be subject to the federal Goods and Services Tax, Harmonized Sales Tax and/or applicable provincial sales tax (collectively, "Tax"). Where Tax is applicable, an additional amount equal to the amount of Tax owing or paid will be charged to the Corporation.

ARTICLE 13

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants, obligations and agreements contained in this Agreement and in any document delivered pursuant to this Agreement and in connection with delivery of and payment for the Debenture Units contemplated herein shall survive the delivery of and payment for the Debenture Units and the termination of this Agreement and shall continue in full force and effect for the period hereinafter described for the benefit of the Agent (for and on behalf of the Agent and the Selling Group Members) or the Corporation, as the case may be, regardless of the Closing of the Offering and the Concurrent Placement, any subsequent disposition of the Debenture Units and any investigation by or on behalf of the Agent or the Selling Group Members with respect thereto. Such representations, warranties, covenants, obligations and agreements of the Corporation shall survive for a period ending on the latest date under Applicable Securities Laws that a purchaser of Debenture Units may be entitled to commence an action with respect to the purchase of Debenture Units pursuant to the Offering or the Concurrent Placement, provided that the representations, warranties, covenants, obligations and agreements of the Corporation shall survive during the pendency of any actions commenced prior to the expiration of such period. Notwithstanding the foregoing, in the case of any fraud or fraudulent misrepresentation of the Corporation, the representations, warranties and covenants of such party contained in this Agreement or in agreements, certificates or other documents referred to in this Agreement or delivered pursuant to this Agreement shall survive the sale of the Debenture Units and the termination of this Agreement and shall remain in full force and effect indefinitely.

ARTICLE 14

AGENT'S SECURITIES ACTIVITIES AND FINANCIAL ADVISORY SERVICES

The Agent and any of its respective affiliates are engaged in a broad range of securities activities and financial advisory services. The Agent and its respective affiliates carry on a range of businesses on their own account and for their clients, including providing stock brokerage, investment advisory, investment management, proprietary financings and custodial services. It is possible that the various divisions, business groups and affiliates of the Agent which provide these services may hold long, short or derivative positions in securities or obligations of companies which are or may be involved in any transaction contemplated hereby and effect transactions in those securities or obligations for their own account or for the account of their clients. Accordingly, there may be situations where these divisions, business groups and affiliates and/or their clients either now have or may in the future have interests, or take actions, that may conflict with the interests of the Corporation, and the Corporation agrees that such divisions, business groups and affiliates, and their clients, may hold such positions, effect such transactions and take such other actions without regard to the Corporation's interests. In addition, research analysts of the Agent and its respective affiliates may hold and make statements or investment recommendations and/or publish research reports with respect to the Corporation, the transactions contemplated by this Agreement or any other party involved in such transactions that differ from or are inconsistent with the views or advice communicated by the Agent. The Corporation acknowledges and agrees that the Selling Group Members may be similarly situated. The Corporation agrees that the Agent, the Selling Group Members and its affiliates may undertake any business activity (including, without limitation, performing the same or similar engagements for other clients in the Corporation's industry) without further consultation with or notification to the Corporation. Furthermore, the Corporation agrees that the Agent, the Selling Group Members and

their affiliates shall not have a duty to disclose to the Corporation or use on behalf of the Corporation any information whatsoever about, relating to or derived from those activities.

**ARTICLE 15
GENERAL**

15.1. Time shall be of the essence of this Agreement.

15.2. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15.3. All funds referred to in this Agreement shall be in Canadian dollars unless otherwise stated herein.

15.4. Unless herein otherwise expressly provided, any notice, request, direction, consent, waiver, extension, agreement or other communication that is required to or may be given or made hereunder shall be in and shall be sufficiently given if delivered personally, or via email to such party, as follows:

(a) in the case of the Corporation:

NowVertical Group Inc.
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Daren Trousdell
Email: daren@nowvertical.com

with a copy (for information purposes only and not to constitute notice) to:

Goodmans LLP
Bay-Adelaide Centre
333 Bay St., Suite 3400
Toronto, ON M5H 2S7

Attention: Brandon Hoffman
Email: bhoffman@goodmans.ca

(b) in the case of the Agent and the Selling Group Members, if applicable:

Echelon Wealth Partners Inc.
181 Bay Street, Suite 2500
Toronto, Ontario, M5J 2T3

Attention: Christine Young, Managing Director, Head of Origination
Email: cyoung@echelonpartners.com
Attention: Beth Shaw, Head of Equity Capital Markets
Email: bshaw@echelonpartners.com

with a copy to:

Dickinson Wright LLP
Commerce Court West
199 Bay Street, Suite 2200
Toronto, Ontario M5L 1G4

Attention: Andre G. Poles
Email : apoles@dickinsonwright.com

Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax or email, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.

Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

15.5. If any provision of this Agreement shall be adjudged by a competent authority to be invalid or for any reason unenforceable in whole or in part, such invalidity or unenforceability shall not affect the validity, enforceability or operation of any other provision of this Agreement and such void or unenforceable provision shall be severable from this Agreement.

15.6. Except as required by law or as deemed necessary to the Corporation in connection with legal or regulatory proceedings, the written or verbal advice or opinions of the Agent and the Selling Group Members, including any background or supporting materials or analysis, will not be publicly disclosed or referred to or provided to any third party by the Corporation without the prior written consent of the Agent (for and on behalf of the Agent and the Selling Group Members), in each specific instance such consent not to be unreasonably withheld. The Agent (for and on behalf of the Agent and the Selling Group Members) expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any written or verbal advice or opinions or materials provided by the Agent or the Selling Group Members or any unauthorized reference to the Agent, the Selling Group Members or this Agreement.

15.7. The Corporation agrees that the Agent and the Selling Group Members may, subsequent to the announcement of the Offering and the Concurrent Placement, make public its involvement with the Corporation in the Offering and the Concurrent Placement, including the right of the Agent or the Selling Group Members, as applicable, at its own expense to, following completion of the Offering and the Concurrent Placement, place advertisements describing its services to the Corporation in financial, news or business publications.

15.8. In connection with the services described herein, the Agent shall act as independent contractor, and any duties of the Agent arising out of this Agreement shall be owed solely to the Corporation. The Corporation acknowledges that the Agent is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of the Corporation and that the Agent shall have no obligation to disclose such activities and services to the Corporation. The Corporation acknowledges and agrees that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Corporation, on the one hand, and the Agent and any of its respective affiliates through which they may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agent or such affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. The Corporation acknowledges and agrees that it waives, to the fullest extent permitted by law, any claims the Corporation and its affiliates may have against any of the Agent for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Agent shall have no liability (whether direct or indirect) to the Corporation or any of its affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Corporation, including stockholders, employees or creditors of the Corporation. Information which is held elsewhere within any of the Agent, but of which none of the individuals in the investment banking department or division of any of the Agent involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Agent to the Corporation under this Agreement. For greater certainty, the Agent and the Selling Group Members will not provide any legal, tax, accounting or regulatory advice, either pursuant to this Agreement or otherwise. The Corporation will be solely responsible for engaging and instructing such legal, tax, accounting and regulatory professionals as it deems necessary for purposes of the subject matter of this Agreement.

15.9. This Agreement may be executed by any one or more of the parties to this Agreement by facsimile or electronic transmission and in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

15.10. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and shall not be changed, modified or rescinded, except in writing signed by the parties. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

15.11. The parties hereto have required that this agreement and all documents and notices related thereto and/or resulting therefrom be drawn up in English only. *Les parties aux présentes ont exigé que la présente convention ainsi que tous les documents et avis qui s'y rattachent et/ou découleront soient rédigés en langue anglaise seulement.*

Would you kindly confirm the agreement of the Corporation to the foregoing by executing this Agreement and thereafter returning such executed copy to the Agent.

Yours truly,

ECHELON WEALTH PARTNERS INC.

By: “Christine Young”
Name: Christine Young
Title: Managing Director, Head of Origination

Accepted and agreed to as of the date first written above.

NOWVERTICAL GROUP INC.

By: “Daren Trousdell”
Name: Daren Trousdell
Title: Chief Executive Officer

**SCHEDULE “A”
NOTICE OF EXERCISE OF
OVER-ALLOTMENT OFFERING**

To: NOWVERTICAL GROUP, INC.

Pursuant to the terms of the agency agreement by and between NowVertical Group, Inc. and Echelon Wealth Partners, dated as of September 26, 2022 (the “**Agency Agreement**”), notice is hereby provided that the Agent is exercising their right to increase the size of the Offering by:

_____ Additional Debenture Units at a price of \$1,000 per Additional Debenture Unit

_____ Additional Convertible Debentures at a price of \$940.65 per Additional Convertible Debenture

_____ Additional Warrants at a price of \$0.083 per Additional Warrant

Capitalized terms used but not defined in this Notice of Exercise of Over-Allotment Offering shall have the meaning ascribed to such terms in the Agency Agreement.

Dated at Toronto this ____ day of _____, 2022.

**ECHELON WEALTH PARTNERS
INC.**

Per: _____
Authorized Signature

SCHEDULE “B”

TERMS AND CONDITIONS FOR UNITED STATES OFFERS AND SALES

As used in this schedule, the following terms shall have the meanings indicated:

Affiliate	means an “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 (c) 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 Shares, and includes the placement of any advertisement in a publication with a general circulation in the United States (including the U.S. edition of any publication printing a separate U.S. edition) that refers to the offering of any of the securities;
Foreign Issuer	means a “foreign issuer” as that term is defined in Rule 902 (e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is: (a) the government of any foreign country or of any political subdivision of a foreign country; or (b) a corporation or other organization incorporated under the laws of any any country other than the United States, except an issuer meeting the following conditions as of the last Business Day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are held of record either directly or indirectly by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors of the issuer are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;
General Solicitation or General Advertising	means “general solicitation” or “general advertising”, respectively, as used in Rule 502(c) of Regulation D under the U.S. Securities Act, which includes (subject to certain limitations described therein) any advertisement, article, notice or other communication published in any newspaper, magazine, on the internet or similar media or broadcast over radio or television or on 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;
Qualified Institutional Buyer	means a “qualified institutional buyer” as that term is defined in Rule 144A;
Regulation S	means Regulation S adopted by the SEC under the U.S. Securities Act;

Rule 144A	means Rule 144A adopted by the SEC under the U.S. Securities Act;
SEC	means the United States Securities and Exchange Commission;
Substantial U.S. Market Interest	means “substantial U.S. market interest” as that term is defined in Rule 902(j) of Regulation S;
U.S. Affiliate	means a United States registered broker-dealer affiliate of an Underwriter;
U.S. Exchange Act	means the United States Securities Exchange Act of 1934, as amended;
U.S. Placement Memorandum	means the U.S. private placement memorandum, including a copy of the English language version of the Prospectus, prepared by the Corporation in connection with the offer and sale of the Offered Shares, in the United States; and
U.S. Securities Act	means the United States Securities Act of 1933, as amended.

All capitalized terms used herein without definition have the meanings ascribed thereto in the agency agreement to which this Schedule “B” is attached (the “**Agency Agreement**”).

Representations, Warranties and Covenants of the Agent

The Agent, on its own behalf and on behalf of its U.S. Affiliate, acknowledges that the Debenture Units have not been and will not be registered under the U.S. Securities Act or any state securities laws of the United States and may not be offered or sold within the United States, except pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws of the United States. Accordingly, the Agent, on its own behalf and on behalf of its U.S. Affiliate, represents, warrants, covenants and agrees to and with the Corporation that:

1. It has offered and sold, and will offer and sell, (a) the Debenture Units only in Offshore Transactions in accordance with Rule 903 of Regulation S or (b) the Debenture Units as provided in paragraphs 2 through 12 below. Accordingly, the Agent, its U.S. Affiliate, or any persons acting on its or their behalf, have not made or will not make (except as permitted in paragraphs 2 through 11 below): (i) any offer to sell or any solicitation of an offer to buy, any Debenture Units in the United States; (ii) any sale of Debenture Units to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or the Agent, its U.S. Affiliate or persons acting on its or their behalf reasonably believed that such purchaser was outside the United States; or (iii) any Directed Selling Efforts in the United States with respect to the Debenture Units.
2. It will not offer or sell the Debenture Units in the United States, except that it may offer and sell the Debenture Units to Qualified Institutional Buyers, with whom the Agent has a pre-existing relationship. It shall inform, or cause its U.S. Affiliate to inform, each Qualified Institutional Buyer that the Debenture Units are being sold to it in reliance upon exemptions from the registration requirements of the U.S. Securities Act.
3. Offers and sales of Debenture Units to, or for the account or benefit of, purchasers in the United States may be made on behalf of the Corporation, pursuant to the provisions of Section 4(a)(2) of the U.S. Securities Act, to persons who are or are reasonably believed by them to be Qualified

Institutional Buyers, and at the time of completion of each sale to a person in the United States, the Agent, its affiliates, and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each such offeree purchasing the Debenture Units is a Qualified Institutional Buyer.

4. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Debenture Units, except with its U.S. Affiliate, any Selling Firms or with the prior written consent of the Corporation. It shall require each Selling Firm to agree in writing, for the benefit of the Corporation to comply with, and shall use its best efforts to ensure that each Selling Firm complies with, the same provisions of this Schedule "B" as apply to the Agent as if such provisions applied to such Selling Firm.
5. Any and all offers of Offered Shares to Qualified Institutional Buyers have been and will be made by the Agent's U.S. Affiliate and any and all sales of the Debenture Units to Qualified Institutional Buyers shall be and will be made by the Agent's U.S. Affiliate in compliance with Section 4(a)(2) of the U.S. Securities Act and any applicable state securities laws of the United States.
6. It and its Affiliates have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers to buy, and have not offered to sell and will not offer to sell, Debenture Units in the United States by 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.
7. All offers and sales of Debenture Units have been or will be made in the United States in accordance with any applicable U.S. federal or state laws or regulations governing the registration or conduct of securities brokers or dealers and applicable rules of the Financial Industry Regulatory Authority, Inc. Each U.S. Affiliate that makes offers and sales in the United States is on the date hereof, and will be on the date of each offer and sale of Debenture Units in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and a member in good standing with the Financial Industry Regulatory Authority, Inc.
8. Immediately prior to making an offer of the Debenture Units in the United States, the Agent and its U.S. Affiliate had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer. At the time of each sale of Debenture Units in the United States, the Agent, its U.S. Affiliate, and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each such purchaser is a Qualified Institutional Buyer.
9. Each offeree of Debenture Units in the United States shall be provided with a copy of the U.S. Placement Memorandum. Each purchaser of Debenture Units in the United States shall be provided, prior to the time of purchase of any Debenture Units, with a copy of the U.S. Placement Memorandum and each Qualified Institutional Buyer will be required to execute the U.S. Purchaser Letter in the form attached as Exhibit A to the U.S. Placement Memorandum.
10. At least one Business Day prior to the Closing Date, the Corporation and its transfer agent will be provided with a list of all persons that propose to purchase the Debenture Units in the United States.
11. At the Closing, and any closing in connection with the Over-Allotment Option, the Agent (together with its U.S. Affiliate) that participated in the offer of Debenture Units in the United States, will either: (i) provide a certificate, substantially in the form of Exhibit A to this Schedule "B", relating

to the manner of the offer and sale of the Debenture Units in the United States, or (ii) be deemed to have represented and warranted that neither it, its Affiliates nor any one acting on its or their behalf, has offered or sold any Debenture Units in the United States.

12. Neither the Agent, its U.S. Affiliate or any person acting on its behalf (other than the Corporation, its Affiliates and any person acting on their behalf, as to which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Debenture Units.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants, covenants and agrees that:

1. The Corporation is, and at the Closing will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Debenture Units.
2. The Corporation is not, and as a result of the sale of the Debenture Units contemplated hereby and the application of the proceeds of the Offering as set forth under the caption "Use of Proceeds" in the Prospectus, will not be, an open-end investment company, a unit investment trust or a face-amount certificate company registered or required to be registered or a closed-end investment company required to be registered, but not registered, under the United States Investment Company Act of 1940, as amended.
3. So long as any Debenture Units are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and if it is not exempt from reporting pursuant to Rule 12g3-2(b) under the U.S. Exchange Act nor subject to and in compliance with Section 13 or 15(d) of the U.S. Exchange Act, the Corporation shall furnish to any holder of Debenture Units, and any prospective purchaser of Debenture Units designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Debenture Units to effect resales under Rule 144A).
4. Except with respect to offers and sales in accordance with Rule 144A and in accordance with this Schedule "B" to Qualified Institutional Buyers in reliance upon an exemption from registration under the U.S. Securities Act, neither the Corporation nor any of its Affiliates, nor any person acting on its or their behalf (other than the Agent, its U.S. 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 Debenture Units in the United States; or (B) any sale of Debenture Units unless, at the time the buy order was or will have been originated, the purchaser is (i) outside 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.
5. During the period in which the Debenture Units are offered for sale, neither it nor any of its Affiliates, nor any person acting on its or their behalf (other than the Agent, its U.S. Affiliates or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) has engaged in or will engage in any Directed Selling Efforts with respect to the Debenture Units, or has taken or will take any action in violation of Regulation M under the U.S. Exchange Act or that would cause the exemption afforded by Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of the Debenture Units outside the United States in accordance with the Agency Agreement.

6. None of the Corporation, any of its Affiliates or any person acting on its or their behalf (other than the Agent, its U.S. Affiliates or any person acting on their behalf, in respect of 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, the Debenture Units in the United States 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.
7. Except with respect to the offer and sale of the Debenture Units offered hereby, the Corporation has not, for a period of six months prior to the commencement of the offering of the Debenture Units, sold, offered for sale or solicited any offer to buy any of its securities in the United States in a manner that would be integrated with the offer and sale of the Debenture Units and would cause the exemption from registration set forth in Section 4(a)(2) of the U.S. Securities Act to become unavailable with respect to the offer and sale of the Debenture Units.
8. The U.S. Placement Memorandum (and any other material or document prepared or distributed by or on behalf of the Corporation used in connection with offers and sales of the Debenture Units) include, or will include, statements to the effect that the Debenture Units have not been registered under the U.S. Securities Act or any state securities laws and may not be offered or sold in the United States unless an exemption from the registration requirements of the U.S. Securities Act and all applicable state securities laws is available. Such statements have appeared, or will appear, (i) on the cover page of the U.S. Placement Memorandum; (ii) in the “Plan of Distribution” section of the Prospectus Supplement; and (iii) in any press release or other public statement made or issued by the Corporation or anyone acting on the Corporation's behalf.
9. None of the Corporation or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Exchange Act.
10. Upon receipt of a written request from a purchaser in the United States, the Corporation shall make a determination if the Corporation is a “passive foreign investment company” (a “**PFIC**”) within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the “**Code**”), during any calendar year following the purchase of the Debenture Units by such purchaser, and if the Corporation determines that it is a PFIC during such year, the Corporation will provide to such purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Corporation as a “qualified electing fund” for the purposes of the Code.

EXHIBIT A TO SCHEDULE “B”

AGENT’S CERTIFICATE

In connection with the private placement in the United States of Debenture Units of NowVertical Group Inc. (the “**Corporation**”) pursuant to the agency agreement dated as of September 26, 2022 between the Corporation and the Agent (the “**Agency Agreement**”), the undersigned does hereby certify as follows:

1. ● is on the date hereof, and was at the time of each offer and sale of the Debenture Units made by it, a duly registered broker or dealer with the United States Securities and Exchange Commission, and a member of and in good standing with the Financial Industry Regulatory Authority, Inc. (“**FINRA**”);
2. prior to the purchase of any Debenture Units in the United States, each such offeree was provided with a copy of the U.S. Placement Memorandum, and no other written material, other than any Supplementary Material approved by the Corporation for use in presentations to prospective purchasers, was used by us in connection with the Offering in the United States;
3. immediately prior to transmitting such U.S. Placement Memorandum to such offerees, we had reasonable grounds to believe and did believe that each offeree purchasing Debenture Units was a Qualified Institutional Buyer and, on the date hereof, we continue to believe that each person purchasing Debenture Units in the United States is a Qualified Institutional Buyer;
4. no Directed Selling Efforts and no form of “general solicitation” or “general advertising” (as those terms are used under Rule 502(c) of Regulation D under the U.S. Securities Act) was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine, on the internet or similar media or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Debenture Units in the United States;
5. all offers and sales of Debenture Units by us in the United States have been effected in accordance with all applicable U.S. federal and state broker-dealer requirements and FINRA rules;
6. we have not taken nor will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act;
7. all offers and sales of the Debenture Units have been conducted by us in accordance with the terms of the Agency Agreement, including Schedule “B” thereto; and
8. prior to any sale of the Debenture Units in the United States we caused each Qualified Institutional Buyer to execute a U.S. Purchaser Letter in the form attached as Exhibit A to the U.S. Placement Memorandum.

[remainder of page intentionally left blank]

Terms used in this certificate have the meanings given to them in the Agency Agreement, including Schedule “B” thereto, unless otherwise defined herein.

DATED this _____ day of _____, 2022.

•

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Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer