

AGENCY AGREEMENT

December 10, 2025

MineHub Technologies Inc.
Suite 918 - 1030 West Georgia St.
Vancouver, British Columbia
V6E 2Y3, Canada

Attention: Vince Sorace, Executive Chairman

Re: Private Placement of Units

ATB Securities Inc., as lead agent and sole bookrunner (the “**Lead Agent**”), along with Haywood Securities Inc. (together with the Lead Agent, the “**Agents**” and each individually, an “**Agent**”) understand that MineHub Technologies Inc. (the “**Corporation**”) proposes to issue and sell on a private placement basis pursuant to the listed issuer financing exemption (the “**Listed Issuer Financing Exemption**”) under Part 5A of National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”) and in reliance on the amendments to Part 5A of NI 45-106 set forth in Coordinated Blanket Order 45-935 *Exemptions from Certain Conditions of the Listed Issuer Financing Exemption* (the “**Order**”) 6,600,000 units of the Corporation (the “**Units**”) at a price of \$0.95 per Unit (the “**Issue Price**”) for aggregate gross proceeds of \$6,270,000 to the Corporation (the “**Offering**”). The Corporation has prepared and filed an offering document dated November 24, 2025, as amended and restated by the offering document dated November 26, 2025 on SEDAR+ (as defined herein) in respect of the Offering in the English and French languages (the “**Offering Document**”), and which satisfies the requirements of NI 45-106, including those of Form 45-106F19 and the Order.

Each Unit will consist of one common share in the capital of the Corporation (each, an “**Offered Share**”) and the common shares in the capital of the Corporation being the “**Common Shares**”) and one-half of one Common Share purchase warrant of the Corporation (each whole Common Share purchase warrant, a “**Warrant**”). Each Warrant will entitle the holder thereof to acquire one Common Share (each, a “**Warrant Share**”) at a price per Warrant Share of \$1.35 for a period of 24 months from the Closing Date (as defined herein). The Units, the Offered Shares and the Warrants are herein referred to as the “**Offered Securities**”. The Warrants will be created and issued pursuant to a warrant indenture (the “**Warrant Indenture**”) dated the date hereof and entered between the Corporation and Odyssey Trust Company, in its capacity as warrant agent thereunder (the “**Warrant Agent**”).

The Agents have been granted an option (the “**Agents’ Option**”), which Agents’ Option may be exercised, in whole or in part, at the Agents’ sole discretion and without obligation, to sell up to an additional 990,000 Units (the “**Option Units**”) at the Issue Price on terms identical to the Units, for additional gross proceeds of up to \$940,500 in the aggregate, upon the terms and conditions set forth herein. The Agents’ Option shall be exercisable by the Agents at any time up to 48 hours prior to the Closing Time (as defined herein), after which time the Agents’ Option shall be void and of no further force and effect. The Agents have no obligation whatsoever to exercise the

Agents' Option. All references herein to "Units" and "Offered Securities" shall be deemed to include the Option Units.

Subject to the terms and conditions of this Agreement, the Corporation hereby appoints the Agents to act as the exclusive agents of the Corporation to offer the Offered Securities for sale on a "best efforts" agency basis, without underwriter liability, in connection with the Offering, and the Agents hereby agree to act as such agents. The Agents may offer the Offered Securities and may solicit offers to purchase the Offered Securities in (i) each of the provinces of Canada on a private placement basis; (ii) the United States; and (iii) such offshore jurisdictions other than in the United States or to, or for the account or benefit of, U.S. Persons as agreed upon by the Agents and the Corporation pursuant to relevant exemptions from the registration or qualification requirements under the respective law of such jurisdictions.

The Corporation acknowledges and agrees that the Agents may, but are not obligated to, purchase any of the Offered Securities as principal. In connection with the Offering, sales of Units may be made to purchasers designated by the Corporation and agreed to by the Lead Agent, acting reasonably (the "**President's List**"). The Corporation acknowledges and agrees that: (i) the Agents shall not be required to conduct a suitability review in respect of the Subscribers on the President's List; (ii) the Corporation shall indemnify and save harmless the Agents from any and all Losses (as defined herein) or expenses relating to sales to the Subscribers on the President's List; and (iii) the Agents shall not have any liability whatsoever to the Corporation or to the Subscribers on the President's List with respect to such sales.

Furthermore, certain of the Offered Securities sold to subscribers will be settled and delivered by the Corporation directly to such subscribers (the "**Issuer Direct Subscribers**") and certain of the gross proceeds from the Issuer Direct Subscribers shall be delivered to the Corporation directly. The Corporation acknowledges and agrees that: (i) the Agents shall not be required to conduct a suitability review in respect of sales to Issuer Direct Subscribers; (ii) the Corporation shall indemnify and save harmless the Agents from any and all Losses or expenses relating to sales to any Issuer Direct Subscribers; and (iii) the Agents shall not have any liability whatsoever to the Corporation or to the Issuer Direct Subscribers with respect to offers and sales made to Issuer Direct Subscribers.

The Corporation agrees that the Agents shall be permitted to appoint, at their sole expense, other registered dealers, or other dealers duly qualified in their respective jurisdictions, as agents, to assist in the Offering in the Selling Jurisdictions (as defined herein) and that the Agents may determine, and shall be solely responsible for, the remuneration payable to such other dealers appointed.

In consideration of the services rendered by the Agents in connection with the Offering, the Corporation shall pay to the Agents at the Closing Time, a cash commission equal to 7.0% of the gross proceeds from the Offering (including any exercise of the Agents' Option, but excluding the gross proceeds raised from the Issuer Direct Subscribers) (the "**Agents' Fee**"), except in respect of sales to Subscribers on the President's List, in which case such fee shall be reduced to 3.5% and a corporate finance fee equal to \$39,500, inclusive of HST, with respect to gross proceeds raised from the Issuer Direct Subscribers (the "**Corporate Finance Fee**"). As additional compensation for the services provided, the Corporation shall issue to the Agents at the Closing Time,

compensation options (the “**Compensation Options**”) equal to 7.0% of the total number of Units sold pursuant to the Offering (including any Option Units, but excluding the Units sold to the Issuer Direct Subscribers), except in respect of sales to Subscribers on the President’s List, in which case such percentage shall be reduced to 3.5%, and 41,500 Compensation Options, representing a corporate finance compensation option fee with respect to the Units sold to the Issuer Direct Subscribers. Each Compensation Option shall be exercisable at the Issue Price for one Common Share (the “**Compensation Option Shares**”) for a period of 24 months from the Closing Date, pursuant to the terms of the Compensation Option Certificates (as defined herein).

1. Definitions

In this Agreement:

- (a) “**affiliate**”, “**distribution**”, “**material change**”, “**material fact**”, “**misrepresentation**”, and “**subsidiary**” have the respective meanings given to them in the *Securities Act* (British Columbia);
- (b) “**Agent**” or “**Agents**” has the meaning given to such term on page 1 hereof;
- (c) “**Agents’ Counsel**” means Borden Ladner Gervais LLP;
- (d) “**Agents’ Fee**” has the meaning given to such term on page 2 hereof;
- (e) “**Agents’ Option**” has the meaning given to such term on page 1 hereof;
- (f) “**Agreement**” means this agreement resulting from the acceptance by the Corporation of the offer made by the Agents hereby, including all schedules hereto, as amended or supplemented from time to time;
- (g) “**Annual Financial Statements**” means the audited consolidated annual financial statements of the Corporation for the years ended January 31, 2025 and 2024;
- (h) “**Anti-Money Laundering Laws**” has the meaning given to that term in Section 3(mm) of this Agreement;
- (i) “**Applicable Laws**” means, in relation to any person, agreement, property, transaction, event or other matter, all applicable laws, statutes, authorizations, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, directives, rulings, subpoenas, or awards, and conditions of any grant or maintenance of any approval, permission, certification, consent, registration, authority or licence, any applicable federal or provincial pricing policies, and any other requirements of any Governmental Entity, by which such Person is bound or having application to the Corporation or the Offering and any amendments or supplements to, or all replacements and substitutions of, any of the foregoing;

- (j) “**Applicable Securities Laws**” means all applicable securities laws in each of the Selling Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulators of the Selling Jurisdictions;
- (k) “**Board of Directors**” means the board of directors of the Corporation;
- (l) “**Business Assets**” means all tangible, intangible property and assets owned (either directly or indirectly), leased, licensed, loaned, operated or used, including all the inventories and accounts receivable, by the Corporation and its Subsidiaries in connection with the business of the Corporation and its Subsidiaries as presently conducted or as proposed to be conducted and as more particularly described in the Public Record and the Offering Document;
- (m) “**Business Day**” means any day, other than a Saturday or Sunday on which banking institutions in Vancouver, British Columbia and Toronto, Ontario are open for commercial banking business during normal banking hours;
- (n) “**Canadian Selling Jurisdictions**” means each of the provinces in Canada;
- (o) “**Claims**” has the meaning given to such term in Section 10(a) hereof;
- (p) “**Closing**” means the completion of the Offering;
- (q) “**Closing Date**” means December 10, 2025, or such other date as the Lead Agent, on behalf of the Agents, and the Corporation may agree upon in writing, and such subsequent closing dates for additional tranche closings of the Offering as the Corporation and Agents may agree;
- (r) “**Closing Time**” means 8:00 a.m. (Toronto time) or such other time on the Closing Date as the Lead Agent, on behalf of the Agents, and the Corporation may agree upon;
- (s) “**Common Share**” has the meaning given to such term on page 1 hereof;
- (t) “**Compensation Option Certificates**” means the certificates representing the Compensation Options and containing the terms thereof;
- (u) “**Compensation Option Shares**” has the meaning given to such term on page 3 hereof;
- (v) “**Compensation Options**” has the meaning given to such term on page 3 hereof;
- (w) “**Corporate Finance Fee**” has the meaning given to such term on page 2 hereof;
- (x) “**Corporation**” has the meaning given to such term on page 1 hereof;

- (y) “**Corporation IP**” means the Intellectual Property that is owned by the Corporation or its Subsidiaries;
- (z) “**Corporation’s Auditors**” means Dale Matheson Carr-Hilton Labonte LLP;
- (aa) “**Corporation’s Counsel**” means Cozen O’Connor LLP;
- (bb) “**Data Breach**” has the meaning given to such term in Section 3(ddd)(iv) hereof;
- (cc) “**Debt Instrument**” means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability, to which the Corporation or any of its Subsidiaries is a party or by which any of their property or assets are bound;
- (dd) “**Due Diligence Session**” has the meaning given to such term in Section 4(a) hereof;
- (ee) “**Due Diligence Session Responses**” means the written or oral responses of the Corporation, as given by any director or officer or employee of the Corporation, at each Due Diligence Session;
- (ff) “**Employee Plans**” has the meaning given to such term in Section 3(fff) hereof;
- (gg) “**Engagement Letter**” means the engagement letter dated November 24, 2025, as amended on November 26, 2025, between the Corporation and the Lead Agent relating to the Offering;
- (hh) “**Financial Statements**” means the Annual Financial Statements, together with the notes to such financial statements, the report of the auditors of the Corporation on such financial statements, and the restated unaudited condensed consolidated interim financial statements of the Corporation with respect to the six months ended July 31, 2025 and 2024, together with the notes to such financial statements;
- (ii) “**General Solicitation or General Advertising**” means “general solicitation” or “general advertising”, as used in Rule 502(c) of Regulation D under the U.S. Securities Act, including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet or broadcast over radio, television, or the Internet or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (jj) “**Government Official**” means any (i) official, officer, employee or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity; (ii) salaried political party official, elected member of political office or candidate for political office; or (iii) corporation, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

- (kk) **“Governmental Entity”** means any (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; (iii) any quasigovernmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above (including the TSXV and the OTCQB); or (iv) any arbitrator exercising jurisdiction over the affairs of the applicable Person, asset, obligation or other matter;
- (ll) **“IFRS”** means International Financial Reporting Standards as issued by the International Accounting Standards Board;
- (mm) **“Indemnified Parties”** or **“Indemnified Party”** has the meaning given to such term in Section 10(a) hereof;
- (nn) **“Indemnitor”** has the meaning given to such term in Section 10(a) hereof;
- (oo) **“Intellectual Property”** means, without limitation:
- (i) trademarks, including brand names, trade names, registered and unregistered trademarks, service marks, certification marks, distinguishing guises, trade dress, get-up, logos and other indications of origin, and the goodwill associated with any of the foregoing;
 - (ii) patents, including patent applications (including all divisionals, continuations, continuation-in-part applications, renewals, re-examinations, extensions), reissues, patent rights and related applications and registrations thereto;
 - (iii) copyrights, writing and other copyrightable works of authorship, including software and all rights thereto (including all computer software and programs (in both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs, data bases and related documentation);
 - (iv) designs, design registrations, design applications, industrial designs, industrial design registrations, industrial design applications, design patents and design patent applications; and
 - (v) proprietary and non-public business information, including trade secrets, knowhow, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, research and development information, customer lists, business plans and marketing plans;

- (pp) “**Investor Questionnaires**” means, collectively, the investor questionnaires in the form agreed to by the Lead Agent and the Corporation pursuant to which Subscribers agree to subscribe for and purchase Units as contemplated herein;
- (qq) “**Issue Price**” has the meaning given to such term on page 1 hereof;
- (rr) “**Issuer Direct Subscribers**” has the meaning given to such term on page 2 hereof;
- (ss) “**Licensed IP**” means the Intellectual Property owned by any person other than the Corporation or its Subsidiaries and which the Corporation or any of its Subsidiaries uses under license;
- (tt) “**Lien**” means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation;
- (uu) “**Listed Equity Security**” has the meaning ascribed thereto in NI 45-106;
- (vv) “**Listed Issuer Financing Exemption**” has the meaning given to such term on page 1 hereof;
- (ww) “**Lock-up Agreements**” has the meaning given to such term in Section 4(p) hereof;
- (xx) “**Losses**” has the meaning given to such term in Section 10(a) hereof;
- (yy) “**Material Adverse Effect**” means any effect, change, event or occurrence (including a decision to implement such a change made by the Board of Directors or by senior management who believe that confirmation of the decision of the Board of Directors is probable) that is, or is reasonably likely to be, materially adverse to the results of operations, condition (financial or otherwise), assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation or its Subsidiaries taken as a whole;
- (zz) “**Material Agreement**” means (i) any contract, commitment, agreement (written or oral), instrument, lease or other document, including any option agreement or licence agreement, to which the Corporation or a Subsidiary is a party or otherwise bound and which is material to the Corporation or any Subsidiary; and (ii) any Debt Instrument, any agreement, contract or commitment to create, assume or issue any Debt Instrument, and any other outstanding loans to the Corporation or any Subsidiary from, or any loans by the Corporation or any Subsidiary to or a guarantee by the Corporation or any Subsidiary of the obligations of, any other person;
- (aaa) “**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

- (bbb) “**NI 45-106**” has the meaning given to such term on page 1 hereof;
- (ccc) “**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;
- (ddd) “**notice**” has the meaning given to such term in Section 17 hereof;
- (eee) “**OFAC**” has the meaning given to such term in Section 3(nn) hereof;
- (fff) “**Offered Securities**” has the meaning given to such term on page 1 hereof;
- (ggg) “**Offered Share**” has the meaning given to such term on page 1 hereof;
- (hhh) “**Offering**” has the meaning given to such term on page 1 hereof;
- (iii) “**Offering Document**” has the meaning given to such term on page 1 hereof;
- (jjj) “**Offering Releases**” means, collectively, the news releases issued by the Corporation announcing the Offering on November 24, 2025 and November 26, 2025;
- (kkk) “**Option Units**” has the meaning given to such term on page 1 hereof;
- (lll) “**Order**” has the meaning given to such term on page 1 hereof;
- (mmm) “**OTCQB**” means the OTCQB[®] Venture Market, the over-the-counter market operated by OTC Markets Group, Inc. in the United States of America;
- (nnn) “**Permit**” means any regulatory approval, licence, permit, approval, consent, certificate, registration, filing or other authorization of or issued by any Governmental Entity under Applicable Laws;
- (ooo) “**Permitted Liens**” means:
 - (i) Liens for Taxes and other governmental charges and assessments not yet due or delinquent or being contested in good faith by appropriate proceedings;
 - (ii) Liens imposed by Applicable Laws and incurred in the ordinary course for obligations not yet due or delinquent;
 - (iii) Liens in respect of pledges or deposits under workers compensation, social security or similar laws, other than with respect to any amounts which are due or delinquent, unless such amounts are being contested in good faith by appropriate proceedings;
 - (iv) Liens for indebtedness arising in the ordinary course of business which is incurred to pay all or part of the purchase price of any personal or movable property; and

- (v) Liens relating to indebtedness referred to in the Offering Document, if any;
- (ppp) “**Person**” includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;
- (qqq) “**Personal Information**” means information about an identifiable individual, including information that is considered “personally identifiable information”, “personal information” or “personal data” under Privacy Laws;
- (rrr) “**President’s List**” has the meaning given to such term on page 2 hereof;
- (sss) “**Privacy Laws**” means all laws of any jurisdiction applicable to the Processing of Personal Information or relating to the security, confidentiality, integrity or availability of Personal Information in force from time to time, including, but not limited to, the *Personal Information Protection Act* (British Columbia), the *Personal Information Protection Act* (Alberta), the *Personal Information Protection and Electronic Documents Act* (Canada) and the *Act respecting the protection of personal information in the private sector* (Quebec), each as amended or replaced from time to time, and all orders and directions issued by a privacy commissioner or other Governmental Entity under Privacy Laws;
- (ttt) “**Privacy Requirements**” means all Privacy Laws and all of the Corporation’s or its Subsidiaries’ policies, notices or other public-facing statements and contractual obligations relating to the Processing of any Personal Information;
- (uuu) “**Process**”, “**Processed**” or “**Processing**” means any operation or set of operations that is performed on data or data sets (including Personal Information), whether or not by automated means, including access, adapt, align, alter, archive, backup, change, collect, combine with or incorporate into other data or works, communicate, compile, configure, consult, consolidate, convert, copy, create derivative works from, delete, destroy, disclose, disseminate or otherwise make available, display, dispose, distribute, edit, enhance, erase, format, generate, host, install, load, modify, organize, process, receive, record, reformat, reproduce, restrict, retain, retrieve, safeguard, share, store, structure, transfer (including cross-border transfer), translate, transmit, and use, by means of any and all technologies now known or hereafter developed whatsoever;
- (vvv) “**Public Record**” means all information filed by or on behalf of the Corporation with the Securities Commissions via SEDAR+ in Canada, including any other information filed with any Securities Commission in Canada in compliance, or intended compliance, with any Applicable Securities Laws of the Selling Jurisdictions in Canada;
- (www) “**Qualified Institutional Buyer**” means a “qualified institutional buyer” as that term is defined in Rule 144A under the U.S. Securities Act;

- (xxx) “**Regulation D**” means Regulation D under the U.S. Securities Act;
- (yyy) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (zzz) “**Securities Commissions**” means the securities commissions or similar regulatory authorities in the Selling Jurisdictions;
- (aaaa) “**SEDAR+**” means the System for Electronic Data Analysis and Retrieval+;
- (bbbb) “**Selling Group**” has the meaning given to such term in Section 5(b) hereof;
- (cccc) “**Selling Jurisdictions**” means all of the provinces of Canada, the United States, and such offshore jurisdictions other than in the United States as the Agents and the Corporation may agree;
- (dddd) “**Subscriber**” means, for the purposes of this Agreement, each person, other than an Issuer Direct Subscriber, who purchases Offered Securities under the Offering;
- (eeee) “**Subsidiaries**” means, collectively, CMDTY UK Ltd.; MineHub (USA) Inc., Yitong Digital Trade (Shanghai) Network Technology Development Co. Ltd.; and MineHub France SASU, being the Corporation’s only subsidiaries, and “**Subsidiary**” means any one of them;
- (ffff) “**Tax**” or “**Taxes**” means all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto due and payable by the Corporation and each Subsidiary;
- (gggg) “**TSXV**” means the TSX Venture Exchange;
- (hhhh) “**Transaction Documents**” means, collectively, this Agreement, the Warrant Indenture and the Compensation Option Certificates;
- (iiii) “**Transfer Agent**” means Odyssey Trust Company, at its principal office in Toronto, Ontario;
- (jjjj) “**U.S. Accredited Investor**” means an “accredited investor” as such term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act;
- (kkkk) “**U.S. Affiliate**” means a United States registered broker dealer affiliate of the Agents, subject to a chaperoning agreement with one or more Agents in compliance with Rule 15a-6 under the U.S. Exchange Act;
- (llll) “**U.S. Exchange Act**” means the United States *Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder;

- (mmmm) “**U.S. Person**” means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S;
- (nnnn) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder;
- (oooo) “**United States**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
- (pppp) “**Units**” has the meaning given to such term on page 1 hereof;
- (qqqq) “**Warrant**” has the meaning given to such term on page 1 hereof;
- (rrrr) “**Warrant Agent**” has the meaning given to such term on page 1 hereof;
- (ssss) “**Warrant Indenture**” has the meaning given to such term on page 1 hereof; and
- (tttt) “**Warrant Share**” has the meaning given to such term on page 1 hereof.

2. **Restrictions on Sale**

- (a) The Agents shall use their “best efforts” to arrange for the purchase of the Offered Securities:
 - (i) in the Selling Jurisdictions on a private placement basis in compliance with all Applicable Securities Laws, provided that each Agent shall ensure that any offers or sales of Offered Securities in the United States will (a) be made in compliance with Schedule “B” hereto, which forms part of this Agreement, and allows for the Agents, acting through one or more U.S. Affiliates, to offer and sell the Offered Securities in the United States and to, or for the account or benefit of, U.S. Persons to Persons who qualify as Qualified Institutional Buyers in accordance with the exemptions from the registration requirements of the U.S. Securities Act provided by Rule 144A under the U.S. Securities Act and similar exemptions under applicable state securities laws; (b) be conducted in such a manner so as not to require registration thereof under the U.S. Securities Act; and (c) be conducted through one or more duly registered U.S. Affiliates of the Agents in compliance with all Applicable Securities Laws; and
 - (ii) in such other jurisdictions (outside Canada and the United States), as may be agreed upon between the Corporation and the Agents, which then shall be designated as a Selling Jurisdiction, on a private placement basis in compliance with all Applicable Securities Laws of such jurisdictions.
- (b) The Corporation agrees that the representations, warranties and covenants contained in Schedule “B” hereto, which forms part of this Agreement, are incorporated by reference in and shall form part of this Agreement with respect to the offer and sale of the Offered Securities by the Corporation to Issuer Direct

Subscribers in the United States or purchasing for the account or benefit of U.S. Persons. The Corporation acknowledges and agrees that the Agents will not be liable to the Corporation for any sales by the Corporation in connection with the Offering to, or for the account or benefit of, Issuer Direct Subscribers that are Persons in the United States or U.S. Persons.

- (c) The Corporation undertakes to file, or cause to be filed, within the periods stipulated under Applicable Securities Laws, all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Offered Securities (including a Form 45-106F1 with the applicable Securities Commissions in Canada) so that the distribution of the Offered Securities to the Subscribers may lawfully occur without the necessity of filing a prospectus, registration statement or other offering document, other than the Offering Document, in the Selling Jurisdictions in Canada, but on terms that will permit the Offered Securities acquired by the Subscribers to be sold at any time in the Selling Jurisdictions in Canada. All prescribed fees payable in connection with such filings shall be at the expense of the Corporation. The Agents undertake to use commercially reasonable efforts to cause Subscribers (other than Issuer Direct Subscribers) to complete and deliver to the Corporation the Investor Questionnaires as well as any forms required by Applicable Securities Laws and the TSXV in connection with the Offering.
- (d) Neither the Corporation nor the Agents shall: (i) provide to prospective Subscribers any document or other material or information that would constitute an offering memorandum within the meaning of Applicable Securities Laws, except the Offering Document; or (ii) engage in any form of General Solicitation or General Advertising in connection with the offer and sale of the Offered Securities, including causing the sale of the Offered Securities to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Offered Securities whose attendees have been invited by General Solicitation or General Advertising.
- (e) Neither the Corporation nor the Agents shall solicit subscriptions for Offered Securities, trade in Offered Securities or otherwise do any act in furtherance of a trade of Offered Securities outside of the Selling Jurisdictions, provided that the Corporation and the Agents may so solicit, trade or act within such jurisdictions only if such solicitation, trade or act is in compliance with Applicable Securities Laws in such jurisdiction and does not to their knowledge (i) obligate the Corporation to file a prospectus, registration statement or similar document in such jurisdiction, other than the Offering Document; or (ii) subject the Corporation to any ongoing or continuous disclosure reporting obligation in such jurisdiction.

3. Representations and Warranties of the Corporation

The Corporation represents and warrants to the Agents and the Subscribers, and acknowledges that the Agents and the Subscribers are relying upon such representations and warranties that:

General Matters

- (a) *Good Standing of the Corporation.* The Corporation (i) has been duly incorporated and is up to date in all material corporate filings and in good standing under the *Business Corporations Act* (British Columbia); (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets; and (iii) has, and at the time of execution of the Warrant Indenture and Compensation Option Certificates will have, all requisite corporate power and capacity to create, issue and sell the Offered Securities, to create and issue the Compensation Options, to grant the Agents' Option, and to execute, deliver and carry out its obligations under the Transaction Documents;
- (b) *Subsidiaries.* The Corporation does not have any subsidiaries within the meaning of the *Securities Act* (British Columbia) other than the Subsidiaries. The Corporation directly holds all of the issued and outstanding shares of the Subsidiaries, and all such shares are legally and beneficially owned, directly or indirectly, by the Corporation, free and clear of all Liens, claims or demands of any kind whatsoever. All of such outstanding shares of the Subsidiaries have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares (or the equivalent legal concept in another jurisdiction) and, other than the Corporation, no Person has any right, agreement or option for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries, or any other security convertible into or exchangeable for any such shares. Each of the Subsidiaries is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and capacity to own, lease and operate, as applicable, its properties and assets and conduct its business as currently conducted;
- (c) *Equity Investees or Other Interests.* Other than the Subsidiaries, the Corporation currently has no equity or other joint venture interest nor any investment or proposed investment in any Person which accounted for, or which is expected to account for, more than 5% of the assets, liabilities or revenues of the Corporation or which was or would otherwise be material to the business or affairs of the Corporation. Each of the Subsidiaries currently has no equity or joint venture interest nor any investment or any proposed investment in any Person which accounted for, or which is expected to account for, more than 5% of the assets, liabilities or revenues of such Subsidiary or which was or would otherwise be material to the business or affairs of such Subsidiary;

- (d) *Carrying on Business.* Each of the Corporation and its Subsidiaries is, in all material respects, conducting its business in compliance with all Applicable Laws of each jurisdiction in which its business is carried on, and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or assets or carries on business to enable its business to be carried on as now conducted and as proposed to be conducted and its properties and assets to be owned, leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non compliance with any such laws, regulations, requirements, licences, registrations or qualifications;
- (e) *No Proceedings for Dissolution.* No acts or proceedings have been taken, instituted or are pending or, to the knowledge of the Corporation, are threatened for the dissolution, liquidation or winding up of the Corporation or its Subsidiaries;
- (f) *Freedom to Compete.* Neither the Corporation nor its any of its Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation or its Subsidiaries to compete in any line of business, transfer or move any of its assets or operations that would, in each case, have a Material Adverse Effect;
- (g) *Share Capital of the Corporation.* The authorized capital of the Corporation consists of an unlimited number of Common Shares of which, as of the close of business on December 9, 2025, 96,015,926 Common Shares were outstanding as fully paid and non-assessable shares in the capital of the Corporation;
- (h) *Absence of Rights.* Except as referred to in Schedule “A” hereto and disclosed in the Public Record, no Person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Corporation and the Offered Securities, upon issuance, will not be issued in violation of or subject to any pre-emptive rights, participation rights or other contractual rights to purchase securities issued by the Corporation;
- (i) *Common Shares are Listed.* The issued and outstanding Common Shares are listed for trading or quoted, as applicable, on the TSXV and the OTCQB and no order ceasing or suspending trading in the Common Shares or prohibiting the sale or issuance of the Offered Securities has been issued and, to the knowledge of the Corporation, no proceedings for such purpose have been threatened or are pending;
- (j) *Stock Exchange Compliance.* The Corporation has not taken any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the TSXV or the OTCQB, and the Corporation is in

material compliance with the rules and policies of the TSXV and the OTCQB. The Corporation has caused the Offered Shares, the Warrant Shares and the Compensation Option Shares to be conditionally approved for listing and trading on the TSXV, subject only to customary post-Closing conditions required to be satisfied within the applicable time frame pursuant to the rules and policies of the TSXV;

- (k) *Reporting Issuer Status.* The Corporation is a “reporting issuer” under the Applicable Securities Laws of British Columbia, Alberta, and Ontario, not noted in default on the consolidated list of reporting issuers available to the public on the SEDAR+ internet site maintained by the Canadian Securities Administrators, and in particular, without limiting the foregoing, the Corporation has at all times complied with its obligations to make timely disclosure of all material changes and material facts relating to it and there is no material change or material fact relating to the Corporation which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the Securities Commissions in each of such provinces and territories;
- (l) *No Voting Control.* Other than as disclosed to the Agents, 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 or any Subsidiary or with respect to the nomination or appointment of any directors or officers of the Corporation or any Subsidiary, or pursuant to which any person may have any right or claim in connection with any existing or past equity interest in the Corporation or any Subsidiary. The Corporation has not adopted a shareholders’ rights plan or any similar plan or agreement;
- (m) *Transfer Agent and Warrant Agent.* Odyssey Trust Company, at its principal office in Vancouver, British Columbia, has been duly appointed as the registrar and transfer agent in respect of the Common Shares, and the Warrant Agent, at its principal office in Vancouver, British Columbia, has been duly appointed as the warrant agent in respect of the Warrants;
- (n) *Corporate Actions.* All necessary corporate action has been taken by the Corporation so as to (i) authorize the execution, delivery and performance of the Transaction Documents; (ii) validly authorize the issuance of and issue the Offered Shares as fully paid and non-assessable Common Shares on Closing; (iii) validly create the Warrants and authorize the issuance of and issue the Warrants on Closing; (iv) validly allot the Warrant Shares and authorize the issuance of the Warrant Shares as fully paid and non-assessable Common Shares upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture; (v) validly create the Compensation Options and authorize the issuance of and issue the Compensation Options on Closing; (vi) validly allot the Compensation Option Shares and authorize the issuance of the Compensation Option Shares as fully paid and non-assessable Common Shares upon the due exercise of the

Compensation Options in accordance with the terms of the Compensation Option Certificates; and (vii) grant the Agents' Option;

- (o) *Valid and Binding Documents.* Each of the execution and delivery of each of the Transaction Documents and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of the Corporation and upon the execution and delivery thereof shall constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable;
- (p) *All Consents and Approvals.* All consents, approvals, Permits, authorizations or filings as may be required under Applicable Securities Laws necessary for: (i) the execution and delivery of the Transaction Documents; (ii) the creation, issuance, sale and delivery, as applicable, of the Offered Securities; (iii) the issuance and delivery of the Compensation Options; (iv) the grant of the Agents' Option; and (v) the consummation of the transactions contemplated hereby and thereby, have been made or obtained, as applicable, other than post-Closing filings required to be submitted within the applicable time frame pursuant to Applicable Securities Laws;
- (q) *Offering Document.* The Offering Document was, prior to the filing or use thereof, duly approved and authorized by all necessary corporate action of the Corporation, and the Offering Document was duly executed by and filed on behalf of the Corporation. The translated Offering Document is in all material respects a complete and proper translation in the French language;
- (r) *Validly Issued Offered Shares.* The Offered Shares have been duly and validly authorized for issuance and sale and when issued and delivered by the Corporation pursuant to this Agreement, against payment of the consideration set forth herein, the Offered Shares will be validly issued as fully paid and non-assessable Common Shares;
- (s) *Validly Issued Warrants.* The Warrants have been duly and validly created and authorized for issuance and sale and when issued and delivered by the Corporation pursuant to this Agreement and the Warrant Indenture, against payment of the consideration set forth herein, the Warrants will be validly issued;
- (t) *Validly Authorized Warrant Shares.* The Warrant Shares to be issued and sold, if any, have been duly and validly authorized and reserved for issuance and, upon exercise of the Warrants in accordance with their terms and when issued and delivered by the Corporation upon the receipt of payment for the applicable

Warrant Shares, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;

- (u) *Validly Authorized Compensation Option Shares.* The Compensation Option Shares to be issued and sold, if any, have been duly and validly authorized and reserved for issuance and, upon exercise of the Compensation Options in accordance with their terms and when issued and delivered by the Corporation upon the receipt of payment for the applicable Compensation Option Shares, the Compensation Option Shares will be validly issued as fully paid and non-assessable Common Shares;
- (v) *Material Agreements and Debt Instruments.* All of the Material Agreements and Debt Instruments of the Corporation and its Subsidiaries have been disclosed in the Public Record and each is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof, provided that enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable. The Corporation and its Subsidiaries have performed all material obligations (including payment obligations) in a timely manner under and is in material compliance with all terms and conditions contained in each Material Agreement and Debt Instrument. The Corporation and its Subsidiaries are not in violation, breach or default nor have they received any notification from any party claiming that the Corporation or its Subsidiaries are in violation, breach or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Corporation, is in breach, violation or default of any term under any Material Agreement or Debt Instrument. The Corporation does not expect any Material Agreements to which the Corporation or any of its Subsidiaries is a party or otherwise bound or the relationship with the counterparties thereto to be terminated or adversely modified, amended or varied or adversely enforced against the Corporation or its Subsidiaries, as applicable, other than in the ordinary course of business. The carrying out of the business of the Corporation and its Subsidiaries as currently conducted and as proposed to be conducted does not result in a material violation or breach of or default under any Material Agreement or Debt Instrument;
- (w) *Previous Corporate Transactions.* Except as which may not reasonably be expected to have a Material Adverse Effect, all previous corporate transactions completed by the Corporation or its Subsidiaries, including the acquisition of the securities, business or assets of any other person, the acquisition of options to acquire the securities, business or assets of any other person, and the issuance of securities, were completed in compliance with all Applicable Laws and all related transaction agreements and all necessary corporate, regulatory and third party approvals, consents, authorizations, registrations, and filings required in connection therewith were obtained or made, as applicable, and complied with. The Corporation's due diligence review at the time of the previous corporate

transactions completed by the Corporation, including the acquisition of the securities, business or assets of any other person, the acquisition of options to acquire the securities, business or assets of any other person, and the issuance of securities transactions being completed, including financial and legal due diligence and background reviews, as may have been determined appropriate by management to the Corporation, did not result in the discovery of any fact or circumstance which may reasonably be expected to have a Material Adverse Effect;

- (x) *Absence of Breach or Default.* The Corporation and its Subsidiaries are not in breach or default of, and the execution and delivery of the Transaction Documents and the performance by the Corporation of its obligations hereunder or thereunder, the creation, issue and sale, as applicable, of the Offered Securities, the issuance of the Compensation Options, the grant of the Agents' Option and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under, whether after notice or lapse of time or both (i) any statute, rule or regulation applicable to the Corporation or its Subsidiaries, including Applicable Securities Laws; (ii) the constating documents or resolutions of the directors (including of committees thereof) or shareholders of the Corporation and its Subsidiaries; (iii) any Debt Instrument or Material Agreement; or (iv) any judgment, decree or order binding the Corporation, its Subsidiaries or the properties or assets of the Corporation and its Subsidiaries;
- (y) *No Actions or Proceedings.* There are no material actions, proceedings or investigations (whether or not purportedly by or on behalf of the Corporation or its Subsidiaries) currently outstanding, or to the knowledge of the Corporation, threatened or pending, against or affecting the Corporation or its Subsidiaries, or any of their directors or officers at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity and, to the knowledge of the Corporation, there is no basis therefor. There are no judgments, orders or awards against the Corporation or its Subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation, its Subsidiaries or their properties or assets are subject;
- (z) *Financial Statements.* The Financial Statements contain no misrepresentations, present fairly the financial position and condition of the Corporation (on a consolidated basis), as at the dates thereof and for the periods indicated and reflect all assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation (on a consolidated basis) and the results of their operations and the changes in their financial position for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation (on a consolidated basis) and have been prepared in accordance with IFRS, applied on a consistent basis throughout the periods involved;

- (aa) *No Material Changes.* Since January 31, 2025 and except as disclosed in the Public Record:
- (i) there has not been any material change in the assets, properties, affairs, prospects, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Corporation or its Subsidiaries;
 - (ii) there has not been any material change in the capital stock or long-term debt of the Corporation or its Subsidiaries; and
 - (iii) the Corporation and its Subsidiaries have carried on their business in the ordinary course;
- (bb) *No Off-Balance Sheet Arrangements.* There are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or liabilities of the Corporation or its Subsidiaries;
- (cc) *Internal Accounting Controls.* The Corporation and its Subsidiaries each maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorizations; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in Canada or IFRS, as applicable, and to maintain asset accountability. The Corporation's internal accounting controls support the representations made by management of the Corporation in its annual and interim certifications for the Financial Statements.
- (dd) *Accounting Policies.* There has been no material change in accounting policies or practices of the Corporation or its Subsidiaries since January 31, 2025;
- (ee) *Purchases and Sales.* Since January 31, 2025, neither the Corporation nor any of its Subsidiaries has approved, entered into any agreement in respect of, or has any knowledge of:
- (i) other than as set out in the Public Record, the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiaries whether by asset sale, transfer of shares, or otherwise;
 - (ii) the change of control (by sale or transfer of voting or equity securities or sale of all or substantially all of the assets of the Corporation or its Subsidiaries or otherwise) of the Corporation or its Subsidiaries; or
 - (iii) a proposed or planned disposition of any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares or of the outstanding shares of the Subsidiaries;

- (ff) *No Loans or Non-Arm's Length Transactions.* Neither the Corporation nor any of its Subsidiaries has any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with the Corporation or its Subsidiaries;
- (gg) *Independent Auditors.* The Corporation's Auditors are independent public accountants as required by the Applicable Securities Laws of each jurisdiction where the Corporation is a "reporting issuer" and there has not been any "reportable event" (within the meaning of NI 51-102) with respect to the present or any former auditor of the Corporation;
- (hh) *Insurance.* The assets of the Corporation and its Subsidiaries and their respective businesses and operations are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and neither the Corporation nor any of its Subsidiaries has failed to promptly give any notice or present any material claim thereunder;
- (ii) *Real Property.* Neither the Corporation nor any of its Subsidiaries owns, leases or otherwise maintains any real property interests and none of them have entered into any agreement to acquire or lease any real property;
- (jj) *Taxes.* All Taxes due and payable by the Corporation and its Subsidiaries have been paid. All Tax returns, declarations, remittances and filings required to be filed by the Corporation or its Subsidiaries have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Corporation, no examination of any Tax return of the Corporation or its Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes;
- (kk) *Compliance with Laws, Filings and Fees.* The Corporation and its Subsidiaries have complied with all relevant statutory and regulatory requirements required to be complied with prior to the Closing Time in connection with the Offering. All filings and fees required to be made and paid by the Corporation and its Subsidiaries pursuant to Applicable Securities Laws and general corporate law have been made and paid. Neither the Corporation nor any of its Subsidiaries is aware of any legislation or regulation, or proposed legislation or regulation published by a legislative or governmental body, which it anticipates will have a Material Adverse Effect;
- (ll) *Anti-Bribery Laws.* Neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti corruption laws applicable to the Corporation or its Subsidiaries, including but not

limited to the *United States Foreign Corrupt Practices Act of 1977*, as amended, and the *Corruption of Foreign Public Officials Act (Canada)*; or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (A) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of the Corporation or its Subsidiaries in obtaining or retaining business for or with, or directing business to, any person; or (B) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation, or any of its Subsidiaries, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing; or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti corruption laws, in each case with respect to any alleged act or omission arising under or relating to non compliance with any such laws, or received any notice, request, or citation from any person alleging non compliance with any such laws;

- (mm) *Anti-Money Laundering*. The operations of the Corporation and its Subsidiaries are and have been conducted at all times in material compliance with applicable financial record keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and 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 Entity (collectively, the “**Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving the Corporation or its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened;
- (nn) *OFAC Requirements*. Neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or Person acting on behalf of the Corporation or its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“**OFAC**”), nor is the Corporation or any of its Subsidiaries located, organized or resident in a country or territory that is the subject or target of such sanctions; and the Corporation will not directly or

indirectly use the proceeds of this Offering, or lend, contribute or otherwise make available such proceeds to its Subsidiaries, or any joint venture partner or other person or entity, for the purpose of facilitating or financing the activities of or business with any person, or in any country or territory, that currently is the subject of any sanction administered by OFAC or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, initial purchaser, advisor, investor or otherwise) of sanctions administered by OFAC;

- (oo) *Directors and Officers.* To the knowledge of the Corporation, none of the directors or officers of the Corporation (i) 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; or (ii) in the last 10 years have been subject to an order preventing, ceasing or suspending trading in any securities of the Corporation or other public corporation, other than as set out in the Public Record;
- (pp) *Related Parties.* None of the directors, officers, employees, consultants or advisors of the Corporation or its Subsidiaries, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing Persons, has had any material interest, direct or indirect, in any previous transaction or any proposed transaction with the Corporation which, as the case may be, materially affected, is material to or will materially affect the Corporation. All previous material transactions of the Corporation were completed on an arm's length basis and on commercially reasonable terms;
- (qq) *Fees and Commissions.* Other than the Agents (or any members of the Selling Group (as defined herein)) pursuant to this Agreement, there is no Person acting or purporting to act at the request of the Corporation who is entitled to any brokerage, finder, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein;
- (rr) *Entitlement to Proceeds.* Other than the Corporation, there is no Person that is or will be entitled to the proceeds of the Offering, including under the terms of any Debt Instrument, Material Agreement, or other instrument or document (written or unwritten);
- (ss) *Minute Books and Records.* The minute books and records of the Corporation and its Subsidiaries which the Corporation has made available to the Agents and its counsel in connection with their due diligence investigation of the Corporation and its Subsidiaries for the period of examination thereof are all of the minute books and all of the records of the Corporation and its Subsidiaries and contain copies of all constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects;

- (tt) *Continuous Disclosure.* The Corporation is in compliance with its continuous disclosure obligations under the Applicable Securities Laws of each jurisdiction where the Corporation is a “reporting issuer” and, without limiting the generality of the foregoing, the description of the Corporation’s business is sufficiently detailed to enable investors to make an informed decision about whether to buy, sell or hold the Corporation’s securities and the risk factor disclosure is specific and sufficiently tailored to the risks that relate to the Corporation and its business, there has not occurred an adverse material change and no material fact has arisen, financial or otherwise, in the assets, properties, affairs, liabilities, obligations (contingent or otherwise), business, condition (financial or otherwise), results of operations or capital of the Corporation or its Subsidiaries which has not been publicly disclosed and the information and statements in the Public Record were true and correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR+, do not contain any misrepresentations and no material facts have been omitted therefrom which would make such information and statements misleading, and the Corporation has not filed any confidential material change reports which remain confidential as at the date hereof. The Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 16.1 – Civil Liability for Secondary Market Disclosure of the *Securities Act* (British Columbia) and analogous provisions under the securities laws of any other jurisdiction of Canada;
- (uu) *Audit Committee.* The responsibilities and composition of the Corporation’s audit committee comply with National Instrument 52-110 – *Audit Committees*;
- (vv) *Forward-Looking Information.* With respect to material forward-looking information contained in the Public Record and the Offering Document:
 - (i) the Corporation had a reasonable basis for the forward-looking information at the time the disclosure was made;
 - (ii) all forward-looking information is identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information, identify material risk factors that could cause actual results to differ materially from the forward-looking information, and state the material factors or assumptions used to develop the forward looking information;
 - (iii) the future oriented financial information or financial outlook contained therein is limited to a period for which the information can be reasonably estimated; and
 - (iv) the Corporation has updated such forward-looking information as required by and in material compliance with Applicable Securities Laws;

- (ww) *Full Disclosure.* All information relating to the Corporation and its Subsidiaries, and their businesses, properties and liabilities and provided to the Agents, including all financial, marketing, sales and operational information provided to the Agents, is, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information misleading. The Corporation has not withheld from the Agents any material facts relating to the Corporation or the Offering;
- (xx) *Due Diligence Session Responses.* The Due Diligence Session Responses given by the Corporation and the Corporation's Counsel at all oral Due Diligence Sessions conducted by the Agents in connection with the Offering, as they relate to matters of fact, have been and shall continue to be and will be true and correct in all material respects as at the time such responses are given, and such Due Diligence Session 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 response were given or shall be given, as the case may be and 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 relating 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 at the time they are given;

Business, Properties and Assets

- (yy) *Title to Business Assets.* Except for Corporation IP, which is addressed separately, the Corporation and its Subsidiaries have good, valid and marketable title to and have all necessary rights in respect of all of their Business Assets as owned, leased, licensed, loaned or used by them or over which they have rights, free and clear of Liens other than: (i) those which would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect on the Corporation; or (ii) Permitted Liens, and no other rights or assets are necessary for the conduct of the business of the Corporation or its Subsidiaries as currently conducted or as proposed to be conducted as described in the Offering Document and the Public Record, the Corporation knows of no claim or basis for any claim that would reasonably be expected to have a Material Adverse Effect on the rights of the Corporation or its Subsidiaries to use, transfer, license, sell, operate or otherwise exploit such Business Assets and neither the Corporation nor any of its Subsidiaries has any obligation to pay any commission, license fee or similar payment to any person in respect thereof;
- (zz) *Compliance with Laws, Regulatory Approvals and Permits.* All operations of the Corporation and its Subsidiaries in respect of or in connection with the Business Assets or otherwise have been and continue to be conducted in accordance with best industry practices and in material compliance with all Applicable Laws. The Corporation and its Subsidiaries have obtained and are in material compliance with all Permits necessary to permit them to conduct their business as currently

conducted or proposed to be conducted. All of the Permits issued to date are valid and in full force and effect and neither of the Corporation nor any of its Subsidiaries has received any correspondence or notice from any Governmental Entity alleging or asserting material non-compliance with any Applicable Laws or Permits and the Corporation does not know of any basis for any such allegation or assertion. Neither the Corporation nor any of its Subsidiaries has received any notice of proceedings or actions relating to the revocation, suspension, limitation or modification of any Permits or any notice advising of the refusal to grant any Permit that has been applied for or is in the process of being granted and has no knowledge or reason to believe that any such Governmental Entity is considering taking or would have reasonable ground to take any such action;

(aaa) *Intellectual Property.*

- (i) The Corporation or its Subsidiaries are the legal and beneficial owner of, has good and marketable title to, all rights, title and interest in all Corporation IP free and clear of all Liens, except for Permitted Liens, covenants, conditions, options to purchase and restrictions or other adverse claims or interest of any kind or nature, and the Corporation has no knowledge of any claim of adverse ownership in respect thereof. No consent of any person is necessary to make, use, reproduce, license, sell, modify, update, enhance or otherwise exploit any Corporation IP and, except as would not reasonably be expected to have a Material Adverse Effect on the Corporation, none of the Corporation IP includes any Licensed IP (including open source software), or any improvements to Licensed IP, that would give any person rights to license the Corporation IP or restrict the Corporation or its Subsidiaries' use of or ability to exploit the Corporation IP;
- (ii) (A) No action, suit, proceeding or claim is pending, nor have the Corporation or any of its Subsidiaries received any notice or claim (whether written, oral or otherwise), challenging the ownership, validity or right to use any of the Corporation IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect to Corporation IP that is material to the business of the Corporation; (B) to the knowledge of the Corporation, no Corporation IP that is material to the business of the Corporation is being used or enforced by the Corporation or its Subsidiaries in a manner that would result in its abandonment, cancellation or unenforceability; and (C) to the knowledge of the Corporation, no Person is infringing upon, violating or misappropriating any material Corporation IP and neither the Corporation nor any of its Subsidiaries is a party to any action or proceeding that alleges that any person has infringed, violated or misappropriated any Corporation IP;
- (iii) Except in each case as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Corporation and/or where it was commercially reasonable to take or omit to

take any action: (A) all applications for registration of Corporation IP have been properly filed and have been diligently prosecuted, maintained and pursued by the Corporation and its Subsidiaries in the ordinary course of business; (B) no application for registration of Corporation IP has been finally rejected or denied by the applicable reviewing authority; (C) all material registrations of Corporation IP are in good standing and are recorded in the name of the Corporation or of its Subsidiaries in the appropriate offices to preserve the rights thereto; (D) all fees or payments required to keep the Corporation IP in force or in effect have been paid; and (E) no registration of Corporation IP has expired, become abandoned, been cancelled or expunged, been dedicated to the public, or has lapsed for failure to be renewed or maintained;

- (iv) Except in relation to open source software or commercially available off-the-shelf software: (A) each of the Corporation and its Subsidiaries, as applicable, have entered into valid and enforceable written agreements in respect of their Licensed IP that is material to their business; (B) the Corporation and its Subsidiaries, as applicable, have been granted licenses and permission to use, reproduce, sub-license, sell, modify, update, enhance or otherwise exploit the Licensed IP that is material to their business to the extent required to conduct their business (including, if required, the right to incorporate such Licensed IP into the Corporation IP); and (C) all license agreements in respect to any Licensed IP that is material to the business of the Corporation and its Subsidiaries are in full force and effect and neither the Corporation nor any of its Subsidiaries is in default of any of its material obligations thereunder;
- (v) (A) To the extent any Corporation IP that is material to the business of the Corporation was invented, developed, modified, created, conceived, supported or reduced to practice, in whole or in part, by current or past employees or independent contractors of the Corporation or any of its Subsidiaries, the Corporation and its Subsidiaries have obtained written agreements providing for confidentiality, non-disclosure and assignment of inventions executed by all of such employees and independent contractors; and (B) the Corporation and its Subsidiaries treat their software products, including all source code therein, as confidential and proprietary business information and have taken commercially reasonable steps to protect the source code as trade secrets;
- (vi) To the knowledge of the Corporation, (A) the conduct of the business of the Corporation and its Subsidiaries as now conducted does not infringe, violate, misappropriate or otherwise conflict with any material Intellectual Property rights of any person; and (B) neither the Corporation nor any of its Subsidiaries is a party to any action or proceeding, and, to the knowledge of the Corporation, there is no action or proceeding threatened, that alleges that the Corporation or its Subsidiaries have infringed, violated or misappropriated any material Intellectual Property of any person;

- (bbb) *Research and Development.* To the knowledge of the Corporation, all research and development activities, including testing, and research and analysis activities, conducted by or on behalf of the Corporation or any Subsidiary in connection with the business of the Corporation are being conducted in accordance with customary and sound industry practices and in material compliance with all industry, management and training standards and regulations applicable to the business of the Corporation; all processes, procedures and practices, required in connection with such activities, are in place as necessary to satisfy customary and sound industry practices and are being complied with, in all material respects;
- (ccc) *Data Security.* The Corporation and the Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Corporation and the Subsidiaries as currently conducted, to the knowledge of the Corporation, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, except as would not, individually or in the aggregate, have a Material Adverse Effect. The Corporation and its Subsidiaries have made backups of all material software and databases used by them and maintain such backups at a secure off-site location. The Corporation and its Subsidiaries have taken all reasonable steps: (i) to maintain the integrity and security of their systems and network infrastructure in connection with the collection, transmission and storage of electronic data, including video and imagery; and (ii) to protect the information technology and communication systems used in connection with their operations and business from contamination, corruption, computer viruses, firewall breaches, sabotage, hacking or other software routines or hardware components that would permit material unauthorized access or the unauthorized disablement, theft or erasure of its information technology systems, communication systems, imagery, products or software. The Corporation and its Subsidiaries have disaster recovery and security plans and procedures in place and there have been no material unauthorized intrusions or breaches of the security of the information technology or communication systems used in connection with their operations and business;
- (ddd) *Protection of Personal Information.*
- (i) The Corporation has provided sufficient and accurate disclosure with respect to the Corporation's and its Subsidiaries' privacy policies, records of Processing activities, documentation of all data protection impact assessments and privacy impact assessments, data processing agreements and joint controllership agreements of which the Corporation or its Subsidiaries is a party, as well as the Corporation's and its Subsidiaries' Personal Information and privacy practices (including their Processing of Personal Information), including providing any type of notice and obtaining any type of consent required by Privacy Requirements. Such disclosures have not contained any material errors or omissions. None of the Corporation's or its Subsidiaries' privacy policies or notices have contained

any material errors or omissions or been misleading or deceptive with respect to Privacy Laws;

- (ii) The Corporation and its Subsidiaries are, and at all times have been, in material compliance with (1) all Privacy Requirements governing the Processing of Personal Information; (2) any notice to or consent from the provider of Personal Information; and (3) Applicable Laws related to consumer protection and anti-spam and marketing, including, but not limited to, *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*;
- (iii) With respect to all Personal Information Processed by or on behalf of the Corporation or its Subsidiaries, or otherwise subject to the control of the Corporation or its Subsidiaries, the Corporation has at all times taken all steps required by Privacy Requirements or otherwise reasonably necessary (including maintaining technical, organizational and physical safeguards) to protect such Personal Information against loss, theft, misuse or unauthorized Processing including implementing, maintaining and monitoring compliance with (A) reasonable and appropriate measures to maintain the technical, physical and administrative security of such Personal Information and (B) policies and procedures regarding (I) the Processing of Personal Information and (II) the periodic destruction of Personal Information that no longer serves a legitimate business purpose (to the extent not prohibited by Applicable Law or any Privacy Requirements);
- (iv) The Corporation and its Subsidiaries have taken reasonable procedures, in material compliance with all Privacy Requirements and customary and sound industry practice, to safeguard all data and Personal Information in their possession or under their control. There have been no material breaches, security incidents, theft, loss, damage, or misuse of, unauthorized Processing of or any other adverse events or incidents related to any Personal Information Processed by or on behalf of the Corporation or its Subsidiaries (each a “**Data Breach**”), and the Corporation or its Subsidiaries have not been required to provide any notices to any Person in connection with any such Data Breach;
- (v) No Person has provided any notice, made any claim, or commenced any proceeding with respect to actual or alleged violations of any Privacy Requirements regarding Personal Information Processed by or otherwise subject to the control of the Corporation or its Subsidiaries, and there is no reasonable basis for any such notice, claim or proceeding;

- (vi) The execution and delivery of this Agreement and the performance of the transactions contemplated hereby does not violate any Privacy Requirements;
- (vii) To the knowledge of the Corporation, any third-party service providers, outsourcers, processors or other third parties who Process Personal Information for or on behalf of the Corporation or its Subsidiaries have done so in compliance with Privacy Requirements. To the knowledge of the Corporation, any third party who has provided any Personal Information to the Corporation or its Subsidiaries has done so in compliance with Privacy Laws, including providing any notice and obtaining any consent required;
- (viii) Except for disclosures of information required by Privacy Laws, authorized by the provider of Personal Information, provided for in the Corporation's or its Subsidiaries' privacy policies, or otherwise permitted by law, the Corporation and its Subsidiaries have not disclosed, transferred, sold, rented or otherwise made available, and does not disclose, transfer, sell, rent or otherwise make available, to third parties any Personal Information;
- (ix) The activities of the Corporation and its Subsidiaries do not involve the export of any technology (including encryption technology) the export of which is restricted by Applicable Laws; and
- (x) Neither the Corporation nor its Subsidiaries have developed or used any artificial intelligence and machine-based systems except in compliance with Applicable Laws (including Privacy Laws) and Privacy Requirements;

Employment Matters

- (eee) *Employment Laws.* The Corporation and its Subsidiaries are in material compliance with all federal, national, regional, state, provincial and local laws and regulations respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety and pay equity and wages. To the knowledge of the Corporation, the Corporation and its Subsidiaries are not subject to any material claims, complaints, outstanding decisions, orders or settlements or pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor has any event occurred which may give rise to any of the foregoing;
- (fff) *Employee Plans.* Each plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Corporation or its Subsidiaries for the benefit of any current or former director, officer, employee or

consultant of the Corporation or its Subsidiaries (the “**Employee Plans**”) has been maintained in material compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case in all material respects;

- (ggg) *Record-Keeping.* All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of the Corporation and its Subsidiaries, as applicable;
- (hhh) *Labour Matters.* There is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding, or to the knowledge of the Corporation, threatened or pending, against the Corporation or its Subsidiaries which is adversely affecting or could adversely affect, in a material manner, the carrying on of the business of the Corporation or its Subsidiaries and no union representation question exists respecting the employees of the Corporation or its Subsidiaries and, except as disclosed to the Agents, no collective bargaining agreement is in place or being negotiated by the Corporation or its Subsidiaries. The Corporation has sufficient personnel with the requisite skills to effectively conduct its business as currently conducted and as proposed to be conducted;

Listed Issuer Financing Exemption Matters

- (iii) The Corporation is a reporting issuer and has been a reporting issuer for 12 months before the date of the respective Offering Releases in British Columbia, Alberta, and Ontario, and is not in default of any requirement under Applicable Securities Laws in the Canadian Selling Jurisdictions;
- (jjj) During the 12 months prior to the date of this Agreement, the Corporation has not raised any capital using the Listed Issuer Financing Exemption and is not otherwise raising funds under the Listed Issuer Financing Exemption other than in connection with the Offering;
- (kkk) The Common Shares are Listed Equity Securities;
- (lll) The Corporation is not, or during the 12 months immediately before the date the Corporation filed the respective Offering Releases, the Corporation or any person or company with whom the Corporation completed a restructuring transaction was not, either of the following: (i) an issuer whose operations have ceased; and (ii) an issuer whose principal asset is or was cash, cash equivalents, or its exchange listing, including, for greater certainty, a capital pool company, a special purpose acquisition company, a growth acquisition corporation or any similar Person or company;
- (mmm) The Corporation is not an investment fund as defined under Applicable Securities Laws in Canada;

- (nnn) As disclosed in the Offering Document, the Corporation does not intend to allocate the available funds to: (i) an acquisition that is a significant acquisition under Part 8 of NI 51-102; (ii) a restructuring transaction as such term is defined in NI 51-102; or (iii) any other transaction that requires approval of any security holder under the corporate law of the jurisdiction in which the Corporation is incorporated or continued, any requirement of the exchange on which the Corporation's Listed Equity Securities are listed for trading, or the Corporation's constating documents;
- (ooo) On the date of the issuance of the respective Offering Releases, the total dollar amount of the Offering, combined with the dollar amount of all other offerings made by the Corporation under the Listed Issuer Financing Exemption and under the Order in the 12 months immediately preceding the date of the Offering Release, will not, assuming completion of the Offering, exceed \$25,000,000;
- (ppp) The Offering, combined with all other distributions made by the Corporation under the Listed Issuer Financing Exemption during the 12 months immediately before the date of the respective Offering Releases, will not result in an increase of more than 50% of the Corporation's outstanding Listed Equity Securities, as of the date of such Offering Release;
- (qqq) The Offering will not result in a new "control person" (as such term is defined under Applicable Securities Laws);
- (rrr) The Offering will not result in a Person or company acquiring beneficial ownership of, or exercising control or direction over, such number of the Corporation's outstanding Listed Equity Securities that would result in such Person or company being entitled to elect a majority of the directors of the Corporation;
- (sss) As at the Closing Date, the Corporation reasonably expects that the Corporation will have available funds to meet its business objectives and liquidity requirements for a period of 12 months following the Closing Date;
- (ttt) The Offering Document, together with the Public Record, contains disclosure of all material facts relating to the Offered Securities and does not contain a misrepresentation. The Offering Document complies in all material respects with the requirements of Applicable Securities Laws in the Canadian Selling Jurisdictions, including NI 45-106 and the Order;
- (uuu) There has been no material change (as defined under Applicable Securities Laws) in respect of the Corporation since the date of the Offering Releases requiring the filing of an amendment to the Offering Document and the issuing and filing of a news release stating that an amendment to the Offering Document addressing the material change has been filed;

U.S. Securities Laws

- (vvv) The Corporation is not disqualified from the exemption from registration under the U.S. Securities Act provided by Regulation D thereunder by virtue of the disqualifications contained in Rule 506(d) or Rule 507;
- (www) The Corporation is not and, after giving effect to the Offering and the application of the proceeds thereof, will not be, an “investment company” as defined in and pursuant to the U.S. Investment Company Act of 1940, as amended; and
- (xxx) Neither the Corporation, nor any of its affiliates, nor any person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the Offering to be integrated with any prior offerings by the Corporation for purposes of the U.S Securities Act.

It is further agreed by the Corporation that all representations, warranties and covenants contained in this Agreement made by the Corporation to the Agents shall also be deemed to be made for the benefit of Subscribers as if the Subscribers were also parties to this Agreement (it being agreed that the Agents are acting for and on behalf of the Subscribers for this purpose).

4. Covenants of the Corporation

The Corporation hereby covenants with the Agents that:

- (a) prior to the Closing Time, the Corporation shall allow the Agents the opportunity to conduct required due diligence and to obtain, acting reasonably, satisfactory results from such due diligence and in particular, the Corporation shall allow the Agents and Agents’ Counsel to conduct all due diligence which the Agents may reasonably require in order to confirm the Public Record is accurate, complete and current in all material respects and to fulfill the Agents’ obligations as a registrant and, in this regard, without limiting the scope of the due diligence inquiries that the Agents may conduct, the Corporation shall make available its senior management, directors, and the Corporation’s Counsel to participate in one or more due diligence sessions (each, a “**Due Diligence Session**”) to answer in person or in written form any questions that the Agents may have. Each Due Diligence Session shall be held prior to the Closing Date, and the Agents shall distribute a list of written questions to be answered in advance of each such Due Diligence Session and the Corporation shall provide written responses to such questions;
- (b) prior to the Closing Time, if any of the facts or information underlying or supporting the statement provided in the Due Diligence Session Responses have changed, the Corporation shall provide the Agents with prompt notice of the particulars of any such changes;

- (c) at or prior to the Closing Time, it will comply with all the obligations to be performed by it, and all of its covenants and agreements, under and pursuant to the Transaction Documents;
- (d) prior to the Closing Time, it will promptly provide to the Agents, for review by the Agents and Agents' Counsel, prior to filing or issuance of the same, any proposed public disclosure document, including without limitation, any financial statements of the Corporation, report to shareholders, information circular or any press release or material change report and any press release issued by the Corporation concerning the Offered Securities or the Compensation Options, and any such press release issued by the Corporation concerning the Offered Securities or the Compensation Options is to include the following or substantially similar legend: "NOT FOR DISTRIBUTION TO UNITED STATES NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES." and each such press release shall additionally include a prominent notation of a cautionary statement to the following effect: "This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States. The securities have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**") or any state securities laws and may not be offered or sold within the United States or to "U.S. persons" (as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act) unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available" in compliance with the requirements of Rule 135e under the U.S. Securities Act;
- (e) prior to the Closing Time, it will promptly notify the Agents in writing of any of the representations or warranties made by the Corporation in this Agreement being no longer true and correct;
- (f) prior to the Closing Time, it will promptly inform the Agents of the full particulars of any material change (actual, anticipated, contemplated or threatened) in the business, affairs, operations, capital or condition (financial or otherwise) of the Corporation or its Subsidiaries or properties or assets of the Corporation or its Subsidiaries; provided, however, that if the Corporation is uncertain as to whether a material change, occurrence or event of the nature referred to in this Section 4(f) has occurred, the Corporation shall promptly inform the Agents of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agents as to whether the occurrence is of such a nature;
- (g) prior to the Closing Time, it will promptly inform the Agents of the receipt by the Corporation of (i) any communication of a material nature from any Securities Commission or similar regulatory authority, any stock exchange or any other Governmental Entity relating to the Corporation or the distribution of the Offered Securities or the Compensation Options; and (ii) the issuance by any Securities Commission or similar regulatory authority, any stock exchange or any other Governmental Entity of any order to cease or suspend trading of any securities of

the Corporation or of the institution or threat of institution of any proceedings for that purpose;

- (h) prior to the Closing Time, it will promptly, and in any event within any applicable time limitation, comply to the reasonable satisfaction of the Agents and Agents' Counsel with Applicable Securities Laws of the Canadian Selling Jurisdictions in which it is a reporting issuer with respect to any material change, occurrence or event of the nature referred to in Sections 4(f) and 4(g), including (i) complying with NI 51-102 in connection with any material change; (ii) filing an amendment to the Offering Document in accordance with NI 45-106; and (iii) issuing and filing a news release that states that an amendment to the Offering Document addressing the material change has been filed;
- (i) it will use the net proceeds from the Offering on a basis consistent with that described in the Offering Document, subject to the fiduciary duties of the directors and officers, and will not use more than 10% of the net proceeds from the Offering to reduce or retire indebtedness of the Corporation that was incurred within the 2 preceding years;
- (j) as soon as reasonably possible, and in any event by the Closing Date, it shall take all such steps as may reasonably be necessary to enable the Offered Securities and the Compensation Options to be offered for sale and sold on a private placement basis to Subscribers in the Selling Jurisdictions through the Agents or any other investment dealers or brokers registered in any of the Selling Jurisdictions by way of the exemptions set forth in Applicable Securities Laws of each of the Selling Jurisdictions;
- (k) it will ensure that, at all times prior to the expiry of each of the Warrants and the Compensation Options, sufficient Warrant Shares and Compensation Option Shares, respectively, will be allotted and reserved for issuance upon the due and proper exercise of the Warrants and Compensation Options, as applicable, and that the Warrant Shares and the Compensation Option Shares, upon issuance in accordance with the terms of the Warrant Indenture and Compensation Option Certificates, as applicable, including due payment therefor, shall be duly and validly authorized and issued as fully paid and non-assessable Common Shares;
- (l) it will ensure that all required documentation for the listing of the Offered Shares, Warrant Shares and the Compensation Option Shares have been filed with the TSXV on or prior to the Closing Date, subject to the fulfillment of the usual post-Closing requirements;
- (m) it will ensure the Offered Shares are listed and posted for trading on the TSXV on the Closing Date;
- (n) it will use its commercially reasonable best efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Applicable Securities Laws in each of the provinces of British Columbia,

Alberta, and Ontario for a period of at least 24 months following the Closing Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation;

- (o) it will use its commercially reasonable best efforts to maintain the listing and the quotation, as applicable, of the Common Shares (including those issuable pursuant to the Offering, the Warrants and the Compensation Options, if applicable) on the TSXV or such other recognized stock exchange or quotation system as the Agents may approve, acting reasonably, for a period of at least 24 months following the Closing Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation;
- (p) it will use its best efforts to cause its officers and directors to enter into agreements (the “**Lock-up Agreements**”) on terms and conditions satisfactory to the Agents, in which they will covenant and agree not to sell, or agree to sell, transfer or pledge, or otherwise dispose of (or announce any intention to do so), any securities of the Corporation for a period beginning on the date of the Engagement Letter and continuing for a period of 90 days from the Closing Date without the prior written consent of the Lead Agent, such consent not to be unreasonably withheld; and
- (q) it will not, directly or indirectly, issue, agree to issue, or announce an intention to issue, any additional Common Shares or any securities convertible into or exchangeable for Common Shares or any securities convertible into or exchangeable for Common Shares or equity of the Corporation, except in connection with the Offering and the issuance of Common Shares upon the exercise of the Compensation Options and/or Warrants, the exchange, transfer, conversion or exercise rights of existing outstanding securities or existing commitments to issue securities, or any securities-based compensation outstanding as of the date of the Engagement Letter or granted in the future in accordance with the Corporation’s securities-based compensation plans and/or an arm’s length transaction including as consideration for an acquisition of or investment in an unaffiliated company, Person or other entity or for some or all of the assets of an unaffiliated company, Person or other entity, in each case, from the date of the Engagement Letter and continuing for a period of 90 days from the Closing Date, without the prior written consent of the Lead Agent, such consent not to be unreasonably withheld or delayed.

5. Representations, Warranties, Covenants and Acknowledgements of the Agents

Each of the Agents hereby represents and warrants to, and covenants with the Corporation, intending that the same may be relied upon by the Corporation in connection with the sale of the Offered Securities and the completion of the Offering, that:

- (a) it is duly incorporated, continued, amalgamated or formed, as applicable, and in good standing under the laws of the jurisdiction in which it is existing;

- (b) it is, and will remain until completion of the Offering, appropriately registered under Applicable Securities Laws so as to permit it to lawfully fulfill its obligations hereunder or where not so registered or licensed, it will act only through members of a selling group who are so registered or licensed (the “**Selling Group**”);
- (c) it and each member of the Selling Group will conduct (or has conducted) activities in connection with the sale, distribution and arrangement for Subscribers of the Units in compliance with Applicable Securities Laws and the provisions of this Agreement;
- (d) it will not solicit subscriptions for any securities of the Corporation, trade in such securities or otherwise do any act in furtherance of a trade of such securities outside of the Selling Jurisdictions, provided that the Agent may so solicit, trade or act within such jurisdictions only if such solicitation, trade or act is in compliance with Applicable Securities Laws in such jurisdiction and does not, to its knowledge, (i) obligate the Corporation to take any action to qualify any of its securities or any trade of any of its securities, (ii) obligate the Corporation to establish or maintain any office or director or officer in such jurisdiction, or (iii) subject the Corporation to any reporting or other requirement in such jurisdiction;
- (e) it will obtain from each Subscriber a completed Investor Questionnaire (including all certifications, forms, and other documentation contemplated thereby, which shall contain all information regarding the Subscriber as the Corporation will be required to disclose in Schedule I to a report of exempt distribution on Form 45-106F1 filed in respect of the Offering) and all other applicable forms, reports, undertakings and documentation required under Applicable Securities Laws or required acting reasonably;
- (f) this Agreement has been duly authorized, executed and delivered by each Agent and shall constitute a valid and binding obligation of each Agent, enforceable against each Agent in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by Applicable Law;
- (g) it has not and will not, in connection with the Offering, make any representation or warranty with respect to the Corporation or the Offered Securities except pursuant to (i) this Agreement; (ii) the Offering Document; (iii) the Offering Releases; or (iv) any disclosure otherwise authorized by the Corporation in writing;
- (h) any Selling Group appointed by it, if any, will be compensated by it from its compensation hereunder and no additional compensation will be payable by the Corporation to any such Selling Group; and

- (i) it acknowledges that the Compensation Options and Compensation Option Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States. In connection with the issuance of the Compensation Options and Compensation Option Shares, each Agent represents, warrants, and covenants that it is acquiring or will acquire such securities as principal for its own account and not for the benefit of any other person. Each Agent represents, warrants, and covenants that (i) it is not in the United States or a U.S. Person and is not acquiring and will not acquire the Compensation Options and Compensation Option Shares on behalf of a U.S. Person or a Person located in the United States; and (ii) this Agreement was executed and delivered outside the United States. Each Agent acknowledges and agrees that the Compensation Options may not be exercised in the United States or by or on behalf or for the benefit of a U.S. Person or a Person in the United States, unless such exercise is not subject to, or is exempt from, registration under the U.S. Securities Act and applicable U.S. state securities laws.

6. Conditions of Closing

The obligations of the Agents under this Agreement shall be conditional upon the Agents receiving, and the Agents shall have the right on behalf of the Subscribers for the Offered Securities to withdraw all subscriptions delivered and not previously withdrawn by the Subscribers unless the Agents receive, on the Closing Date:

- (a) a favourable legal opinion dated the Closing Date from Corporation's Counsel, in form and substance satisfactory to the Agents' Counsel, acting reasonably, together with corresponding opinions (where relevant) of local counsel to the Corporation in relation to the laws of the Canadian Selling Jurisdictions in which the Offered Securities are sold and on which Corporation's Counsel is not qualified to express opinions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Corporation, with respect to the following matters:
 - (i) as to the incorporation and valid existence of the Corporation;
 - (ii) as to the authorized and issued capital of the Corporation, prior to the issuance of the Units;
 - (iii) the corporate power, capacity and authority of the Corporation to carry on its business as presently carried on and to own, lease and operate its properties and assets, and to execute, delivery and carry out its obligations under the Transaction Documents and to issue the Offered Securities, the Compensation Options, the Warrant Shares and the Compensation Option Shares upon due exercise of the Warrants and the Compensation Options, as applicable, and to grant the Agents' Option;
 - (iv) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Transaction Documents, the

performance by the Corporation of its obligations hereunder and thereunder, the grant of the Agents' Option, and the issuance of the Offered Securities, the Compensation Options, the Warrant Shares upon due exercise of the Warrants, and the Compensation Option Shares upon due exercise of the Compensation Options;

- (v) each of the Transaction Documents has been duly authorized and executed and delivered by the Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by Applicable Laws;
- (vi) the execution and delivery of each of the Transaction Documents, the performance by the Corporation of its obligations hereunder and thereunder, the grant of the Agents' Option, and the issuance and sale of the Offered Securities and the Compensation Options do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) any Applicable Laws; (B) the constating documents of the Corporation and (C) any resolutions of the directors and shareholders of the Corporation;
- (vii) the Offered Shares have been validly authorized for issuance by the Corporation and, upon payment therefor and the issue thereof, the Offered Shares will be validly issued as fully paid and non-assessable Common Shares;
- (viii) the Warrants and the Compensation Options have been duly and validly created and issued and the Warrant Shares and the Compensation Option Shares have been reserved for issuance and upon the receipt of payment therefor by the Corporation and the issue thereof upon exercise of the Warrants or Compensation Options in accordance with the provisions of the Warrant Indenture or Compensation Option Certificates, as applicable, the Warrant Shares or Compensation Option Shares, as applicable, will be duly and validly issued as fully paid and non-assessable Common Shares;
- (ix) the offering, sale and issuance of the Offered Securities through the Agents to the Subscribers in the Selling Jurisdiction and the issuance of the Compensation Options to the Agents in accordance with the terms of this Agreement are exempt from the prospectus requirements of Applicable Securities Laws in Canada and the only filings, proceedings, approvals, Permits, consents or authorizations required to be made, taken or obtained under Applicable Securities Laws in the Canadian Selling Jurisdictions are the filing by the Corporation with the applicable Securities Commissions of

a report in Form 45-106F1, as prescribed by NI 45-106, together with the requisite filing fees;

- (x) the issuance by the Corporation of the Warrant Shares and the Compensation Option Shares upon the due exercise of the Warrants or Compensation Options, as applicable, will be exempt from the prospectus requirements of Applicable Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other document is required to be filed under the Applicable Securities Laws in the Canadian Selling Jurisdictions and, except as have been obtained or completed, no proceeding is required to be taken and no approval, Permit, consent, authorization or filing by the Corporation is required under Applicable Securities Laws in the Canadian Selling Jurisdictions to permit such issuance;
- (xi) the first trade by a holder of Offered Securities will not be subject to the prospectus requirements of Applicable Securities Laws in Canada and no other documents or prospectus (other than the Offering Document) will need to be filed, proceedings taken or approvals, Permits, consents or authorizations obtained under Applicable Securities Laws in Canada to permit such trade by the Subscribers through registrants registered under Applicable Securities Laws who have complied with such laws and terms and conditions of their registration, provided that:
 - (1) at the time of such trade, the Corporation is and has been a “reporting issuer” (as defined in Applicable Securities Laws) in a jurisdiction of Canada for the four months immediately preceding the “trade” (within the meaning of Applicable Securities Laws);
 - (2) the trade is not a “control distribution” (as defined in NI 45-102);
 - (3) no unusual effort is made to prepare the market or create a demand for the securities that are the subject of the trade;
 - (4) no extraordinary commission or consideration is paid to a Person or company in respect of the trade; and
 - (5) if the selling securityholder is an “insider” (within the meaning of Applicable Securities Laws) or officer of the Corporation at the time of the trade, 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*);
- (xii) the first trade by a holder of the Compensation Option Shares comprising the Compensation Options issuable upon due exercise of the Compensation Options will not be subject to the prospectus requirements of Applicable Securities Laws in Canada and no other documents or prospectus (other than the Offering Document) will need to be filed, proceedings taken or approvals, Permits, consents or authorizations obtained under Applicable

Securities Laws in Canada to permit such trade by the Agents through registrants registered under Applicable Securities Laws who have complied with such laws and terms and conditions of their registration, provided that:

- (1) at the time of such trade, the Corporation is and has been a “reporting issuer” (as defined in Applicable Securities Laws) in a jurisdiction of Canada for the four months immediately preceding the “trade” (within the meaning of Applicable Securities Laws);
 - (2) at least four months have elapsed from the “distribution date” (as such term is defined in NI 45-102) of the applicable security;
 - (3) the Compensation Option Certificates were issued with a legend stating the prescribed restricted period in accordance with Section 2.5(2)3(i) of NI 45-102;
 - (4) the trade is not a “control distribution” (as defined in NI 45-102);
 - (5) no unusual effort is made to prepare the market or create a demand for the securities that are the subject of the trade;
 - (6) no extraordinary commission or consideration is paid to a Person or company in respect of the trade; and
 - (7) if the selling security holder is an “insider” (within the meaning of Applicable Securities Laws) or officer of the Corporation at the time of the trade, the selling security holder has no reasonable grounds to believe that the Corporation is in default of the securities legislation (as defined in National Instrument 14-101 – *Definitions*);
- (xiii) in those Canadian Selling Jurisdictions where such an opinion can be provided, the Corporation being a reporting issuer (or the equivalent) under the Applicable Securities Laws of British Columbia, Alberta, and Ontario, and not being noted in default on the consolidated list of reporting issuers available to the public on the SEDAR+ internet site maintained by the Canadian Securities Administrators;
- (xiv) Odyssey Trust Company having been duly appointed as the transfer agent and registrar for the Common Shares;
- (xv) the Warrant Agent having been duly appointed as the warrant agent for the Warrants;
- (xvi) the form of the Compensation Option Certificates has been duly approved and adopted by the Board of Directors; and
- (xvii) such other matters as may reasonably be requested by the Agents no less than 48 hours prior to the Closing Time;

- (b) in the event of the sale of Offered Securities in the United States pursuant to this Agreement, the Agents shall have received an opinion from the Corporation's special U.S. counsel addressed to the Agents, in form and substance satisfactory to the Agents' Counsel, acting reasonably, to the effect that no registration is required under the U.S. Securities Act, in connection with the offer and sale of the Offered Securities in the United States, subject to the usual and customary assumptions, limitations and qualifications, it being understood that no opinion will be expressed as to the subsequent resale of any Offered Securities;
- (c) a certificate of the Corporation dated the Closing Date, addressed to the Agents and signed by two senior officers of the Corporation as may be acceptable to the Agents, acting reasonably, in form and substance satisfactory to the Agents' Counsel, acting reasonably, with respect to:
 - (i) the constating documents of the Corporation;
 - (ii) all resolutions of the Board of Directors relating to the Transaction Documents, the sale of the Offered Securities, the issuance and delivery of the Compensation Options, and the authorization of Transaction Documents and the transactions contemplated herein and therein;
 - (iii) the incumbency and specimen signatures of signing officers of the Corporation; and
 - (iv) such other matters as the Agents may reasonably request;
- (d) a certificate of the Corporation dated the Closing Date, addressed to the Agents and signed by two senior officers of the Corporation as may be acceptable to the Agents, acting reasonably, in form and substance satisfactory to the Agents' Counsel, acting reasonably, certifying that:
 - (i) the Corporation has complied with and satisfied all terms and conditions and covenants of this Agreement on its part to be complied with or satisfied at or prior to the Closing Time;
 - (ii) the representations and warranties of the Corporation contained in this Agreement, and in any certificates of the Corporation delivered pursuant to or in connection with this Agreement, are true and correct at the Closing Time with the same force and effect as if made at the Closing Time after giving effect to the transactions contemplated by this Agreement;
 - (iii) all information and statements contained in the Offering Document are true and correct in all material respects at the Closing Time;
 - (iv) no order, ruling or determination having the effect of suspending the sale or cease trading of the Common Shares or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are

pending or, to the knowledge of such officer of the Corporation, contemplated or threatened under any Applicable Securities Laws or by any other regulatory authority; and

- (v) the Due Diligence Session Responses provided by the Corporation are true and correct and would not be different in any material respect if the Due Diligence Sessions were held immediately prior to the Closing Time;
- (e) a certificate of status and/or compliance, where issuable under Applicable Laws, for the Corporation dated within two Business Day prior to the Closing Date, or otherwise agreed to by the Corporation and the Agents;
- (f) a certificate from Odyssey Trust Company as to the number of Common Shares issued and outstanding as at the end of the Business Day prior to the Closing Date;
- (g) the executed Lock-up Agreements;
- (h) the executed Warrant Indenture;
- (i) the executed Compensation Option Certificates;
- (j) confirmation that the Agents have not exercised any rights of termination set forth in Section 9;
- (k) satisfactory evidence that all requisite approvals have been obtained by the Corporation in order to complete the Offering, subject only to customary post-Closing conditions required to be satisfied within the applicable time frame pursuant to the rules and policies of the TSXV; and
- (l) such further certificates, opinions of counsel and other documentation from the Corporation contemplated herein, provided, however, that the Agents or Agents' Counsel shall request any such certificate or document within a reasonable period prior to the Closing Time that is sufficient for the Corporation to obtain and deliver such certificate, opinion or document.

The foregoing conditions contained in this Section 6 are for the sole benefit of the Agents and may be waived in whole or in part by the Lead Agent, on behalf of the Agents, at any time and without limitation. If any of the foregoing conditions have not been met at the Closing Time, the Agents may terminate their obligations under this Agreement without prejudice to any other remedies they may have and the Agents shall have the right on behalf of the Subscribers to withdraw all subscriptions not previously withdrawn by the Subscribers.

7. Deliveries and Compensation

The sale of the Offered Securities shall be completed by electronic exchange at the Closing Time, or at such other place as the Corporation and the Lead Agent, on behalf of the Agents, may agree. At the Closing Time, the Corporation shall deliver to the Agents:

- (a) the opinions, certificates and agreements referred to in Section 6 and all other documents required to be provided by the Corporation to the Agents pursuant to this Agreement;
- (b) confirmation on a non-certificated basis, in accordance with the “non-certificated inventory” rules of CDS, of the Offered Securities purchased by the Subscribers from the Corporation registered in the name of “CDS & Co.” or in such other name or names as the Lead Agent, on behalf of the Agents, may direct the Corporation in writing not less than 48 hours prior to the Closing Time; provided that, alternatively, if requested by the Lead Agent at the Closing Time, the Corporation shall duly and validly deliver in certificated form to the Agents, or in any manner directed by the Lead Agent, on behalf of the Agents, in writing, the Offered Securities purchased from the Corporation, registered in the name of “CDS & Co.” or such other name or names as the Lead Agent, on behalf of the Agents, may direct the Corporation in writing not less than 48 hours prior to the Closing Time;
- (c) the Corporation’s receipt for payment by the Lead Agent, on behalf of the Agents, of an amount equal to the aggregate purchase price for the Offered Securities sold to the Subscribers (other than the Issuer Direct Subscribers) pursuant to the Offering, less an amount equal to the sum of the Agents’ Fee, the Corporate Finance Fee and the costs and expenses of the Agents provided for in Section 8;
- (d) the Compensation Option Certificates; and
- (e) such further documentation as may be contemplated by this Agreement or as Agents’ Counsel or the applicable regulatory authorities may reasonably require;

against:

- (f) a wire transfer of immediately available funds in an amount equal to the aggregate purchase price for the Offered Securities sold to the Subscribers (other than the Issuer Direct Subscribers) pursuant to the Offering, less an amount equal to the Agents’ Fee, the Corporate Finance Fee and the costs and expenses of the Agents provided for in Section 8;
- (g) the Agents’ receipt for the Offered Securities, the Agents’ Fee, the Compensation Option Certificates and the Agents’ costs and expenses; and
- (h) such further documentation as may be contemplated by this Agreement or as the Corporation may reasonably require, including the relevant information of the Subscribers and the Agents as necessary to complete and file the Form 45-106F1 with the applicable Securities Commissions in Canada.

8. Expenses

- (a) The Corporation will pay all of its own expenses and fees in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the

creation, issue, sale or distribution of the Offered Securities; (ii) the fees and expense of the Corporation's Counsel; and (iii) all costs incurred in connection with the preparation of documentation relating to the Offering. In addition, the Corporation will reimburse the Agents for its reasonable out-of-pocket expenses in connection with the Offering, including, but not limited to, (i) out-of-pocket and travel expenses in connection with due diligence and marketing meetings for a payment to the Lead Agent of the amount set out in the Engagement Letter; and (ii) the fees and disbursements of the Agents' Counsel, which fees shall not exceed the maximum set out in the Engagement Letter, exclusive of disbursements and applicable Taxes. All fees and expenses incurred by the Agents or on its behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agents and shall be payable whether or not the Offering is completed. Such fees and expenses may, at the option of the Lead Agent (on behalf of the Agents), be netted out of the gross proceeds of the sale of the Offered Securities otherwise payable by the Agents to the Corporation on the Closing Date.

- (b) All or part of the amounts payable under this paragraph may be subject to applicable federal and/or provincial sales Taxes and shall be payable by the Corporation to the Agents immediately upon invoice therefor. Where Tax is applicable, an additional amount equal to the amount of Tax owing will be charged to and paid by the Corporation.

9. Rights of Termination

- (a) The Agents (or any of them, as applicable) shall be entitled to terminate their obligations under this Agreement by written notice to that effect given to the Corporation at or prior to the Closing Time if:
 - (i) 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 taken as a whole or any change in any material fact, or there should be discovered any previously undisclosed material fact which, in each case, in the reasonable opinion of the Agents, has or could reasonably be expected to have a significant effect on the market price or value or marketability of the Offered Securities;
 - (ii) there should develop, occur or come into effect or existence any event, action, state, condition or occurrence of any nature (including without limitation, terrorism, accident or major financial, political or economic occurrence of national or international consequence or a new or change in any law or regulation) which, in the reasonable opinion of the Agents, materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or the U.S. or the business, operations or affairs of the Corporation or the marketability of the Offered Securities;

- (iii) (A) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened or any order is made or issued under or pursuant to 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) in relation to the Corporation or any one of the officers or directors of the Corporation or any of its principal shareholders where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the TSXV or Securities Commissions which involves a finding of wrong-doing, (B) there is a change in any law, rule or regulation, or the interpretation or administration thereof or, (C) any order, action or proceeding which ceases trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Corporation is made or threatened by a securities regulatory authority, which, in each case of (A), (B) and (C), in the reasonable opinion of the Agents, operates to prevent, restrict or otherwise materially adversely affect the distribution or trading of the securities of the Corporation;
 - (iv) the Corporation is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement becomes or is false in any material respect or it is in breach of, default under, non-compliance or alleged non-compliance of any material requirements of Applicable Securities Laws, including any rules or regulations of the TSXV;
 - (v) the state of the financial markets in Canada or elsewhere is such that in the reasonable opinion of the Agents the Units cannot be marketed profitably;
 - (vi) the Agents, or any of them, are not satisfied, in their sole discretion, with their due diligence review and investigations; or
 - (vii) the Corporation and the Lead Agent mutually agree to terminate this Agreement.
- (b) The Corporation agrees that all terms and conditions in Section 6 shall be construed as conditions and complied with so far as they relate to acts to be performed or caused to be performed by it, that it will use its best efforts to cause such conditions to be complied with, and that any breach or failure by the Corporation to comply with any such conditions shall entitle the Agents (or any of them) to terminate their obligations under this Agreement to arrange for the purchase and sale of the Offered Securities by notice to that effect given to the Corporation at any time at or prior to the Closing Time, unless otherwise expressly provided in this Agreement. The Lead Agent, on behalf of the Agents, may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other terms and

conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agents only if such waiver or extension is in writing and signed by the Lead Agent, on behalf of the Agents.

- (c) The rights of termination contained in Section 9(a) and Section 9(b) are in addition to any other rights or remedies the Agents 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 Agents to the Corporation or on the part of the Corporation to the Agents, except in respect of any liability which may have arisen prior to or arise after such termination under Sections 8 (*Expenses*) and Section 10 (*Indemnification and Contribution*).

10. Indemnification and Contribution

- (a) The Corporation (the “**Indemnitor**”) agrees to indemnify and hold harmless the Agents, each of their respective subsidiaries and affiliates and each of their respective directors, officers, employees, partners, agents, shareholders, each other person, if any, controlling such Agent, or any of their respective subsidiaries and affiliates (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”), from and against any and all losses (other than loss of profits), expenses, claims (including shareholder actions, derivative or otherwise), actions, damages and liabilities, joint or several, including without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel (collectively, the “**Losses**”) that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any action, suit, proceeding, investigation or claim that may be made or threatened by any person or in enforcing this Section 10 (collectively, the “**Claims**”) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, this Agreement, whether performed before or after the Indemnitors’ execution of the Agreement.
- (b) The Indemnitor agrees to waive any right the Indemnitor may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this Section 10. The Indemnitor also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Indemnitor or any person asserting Claims on behalf of or in right of the Indemnitor for or in connection with this Agreement (whether performed before or after the Indemnitors’ execution of this Agreement).
- (c) The Indemnitor will not, without the prior written consent of the Indemnified Party, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought under this Section 10 (whether or not any Indemnified Party is a party to such Claim) unless the Indemnitor has acknowledged in writing that the Indemnified

Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

- (d) Promptly after receiving notice of a Claim against an 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, the Indemnified Party will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide particulars thereof and copies of all relevant documentation subject to maintaining solicitor-client privilege, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed; provided that the omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to any Indemnified Party, except and only to the extent that any such delay in or failure to give notice as required prejudices the defense of such Claim or investigation, or results in any material increase in the liability which the Indemnitor has under this Section 10.
- (e) The Indemnitor shall have 14 days after receipt of the notice to undertake, conduct and control, through counsel of their own choosing and at their own expense, the settlement or defense of the Claim. If an Indemnitor undertakes, conducts or controls the settlement or defense of the Claim, the relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim.
- (f) The Indemnitor also agrees to reimburse each Indemnified Party and for the time spent them and their personnel in connection with any Claim at their normal per diem rates. An Indemnified Party may retain counsel to separately represent it in the defense of a Claim, which shall be at the Indemnitor's expense if (i) the Indemnitor does not promptly assume the defense of the Claim no later than 14 days after receiving actual notice of the Claim (as set forth above), (ii) the Indemnitor agree to separate representation, or (iii) the Indemnified Party is advised by counsel that there is an actual or potential conflict in the Indemnitor's and the Indemnified Party's respective interests or additional defenses are available to the Indemnified Party which makes representation by the same counsel inappropriate.
- (g) The indemnity under this Section 10 shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable has determined that such Losses to which the Indemnified Party may be subject were caused solely by the gross negligence, fraudulent act or omission, intentional fault or willful misconduct of the Indemnified Party.
- (h) If for any reason the indemnity under this Section 10 is unavailable (other than in accordance with the terms hereof) to an Indemnified Party or insufficient to an Indemnified Party harmless in respect of a Claim, the Indemnitor shall contribute

to the amount paid or payable by the Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by the Indemnified Party under this Agreement.

- (i) The Indemnitor hereby constitutes the Lead Agent as trustee for each of the other Indemnified Parties of the Indemnitors' covenants under this Section 10 with respect to those Persons and the Lead Agent agrees to accept that trust and to hold and enforce those covenants on behalf of those Persons.
- (j) The obligations of the Indemnitor under this Section 10 are in addition to any liabilities which the Indemnitor may otherwise have to an Indemnified Party.

11. Survival of Representations and Warranties

All representations, warranties, covenants and agreements of the Corporation herein contained or contained in documents submitted pursuant to this Agreement and in connection with the transaction of purchase and sale herein contemplated shall survive for a period ending on the date that is two years following the Closing Date. Notwithstanding the preceding sentence, Section 10 (*Indemnification and Contribution*) shall survive the purchase and sale of the Offered Securities and the termination of this Agreement and shall continue in full force and effect for the benefit of the Agents or the Corporation, as the case may be, regardless of any subsequent disposition of the Offered Securities or any investigation by or on behalf of the Agents with respect thereto without limitation other than any limitation requirements of Applicable Laws. The Agents shall be entitled to rely on the representations and warranties of the Corporation contained herein or delivered pursuant hereto notwithstanding any investigation which the Agents or the Corporation may undertake or which may be undertaken on its behalf.

12. Agents' Authority

The Corporation shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Agents by the Lead Agent and the Lead Agent shall represent the Agents and have authority to bind the Agents hereunder except in respect of a notice of termination pursuant to Section 9 or the exercise of the indemnity rights specified in Section 10 which shall require the action of the relevant Agent. Each of the Agents agrees that the Lead Agent have been authorized in such regard.

13. Syndication by the Agents.

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

Name of Agents

Syndicate Position

ATB Securities Inc.	90.0%
Haywood Securities Inc.	10.0%
	<hr/>
	100%

- (b) If an Agent shall not complete the sale of the Offered Securities which such Agent had agreed to sell hereunder for any reason whatsoever, the other Agent shall have the right, but shall not be obligated, to sell the Offered Securities which would otherwise have been sold by the defaulting Agent.

14. Severability

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

15. Time

Time is of the essence in the performance of the parties' respective obligations under this Agreement.

16. Governing Law

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

17. Notice

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "notice") shall be in writing addressed as follows:

If to the Corporation, addressed and sent to:

MineHub Technologies Inc.
Suite 918 - 1030 West Georgia St.
Vancouver, British Columbia
V6E 2Y3, Canada

Attention: Vince Sorace, Executive Chairman
Email: **[Redacted – Personal Information]**

In case of any notice to the Corporation, with a copy to:

Cozen O'Connor LLP
Bentall 5, 550 Burrard Street, Suite 2501
Vancouver, BC V6C 2B5

Attention: Kathy Tang
Email: **[Redacted – Personal Information]**

If to the Agents, addressed and sent to:

ATB Securities Inc.
66 Wellington Street West, Suite 3530
Toronto, ON, M5K 1A1

Attention: Mario Maruzzo
Email: **[Redacted – Personal Information]**

In case of any notice to the Agents, with a copy to:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto, Ontario, M5H 4E3

Attention: Cameron A. MacDonald
Email: **[Redacted – Personal Information]**

or to such other address as any of the parties to this Agreement may designate by giving notice to the others in accordance with this Section 17. Each notice shall be personally delivered to the addressee or sent by email to the addressee. A notice which is personally delivered or delivered by email shall, if delivered prior to 5:00 p.m. (Toronto time) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered.

18. Counterparts

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by email or other electronic transmission and all such counterparts shall together constitute one and the same agreement.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Agents and the Corporation relating to the subject matter hereof and supersedes all prior agreements between the Agents and the Corporation relating to the Offering, including the provisions of the Engagement Letter.

20. Further Assurances

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

21. Currency

All references herein to dollar amounts are to lawful money of Canada, unless indicated otherwise.

22. Advertisements

If the Offering is successfully completed, the Corporation shall, at the Agents' request, issue a press release announcing the completion of the Offering, include a reference to the Agents and their role in any such release or communication, and ensure that any press release concerning the Offering complies with Applicable Laws. The Corporation also acknowledges and agrees that the Agents will be permitted to publish, at its own expense, public announcements or other communications relating to its services in connection with the Offering as it considers appropriate.

23. Assignment

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Agents and the Subscribers and their respective executors, heirs, successors and permitted assigns; provided that, this Agreement shall not be assignable by any party without the written consent of the others.

24. Matters Relating to Engagement

In connection with the services described herein, the Agents shall act as independent contractors, and any duties of the Agents arising out of this engagement shall be owed solely to the Corporation. The Corporation acknowledges that each of the Agents 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 Agents 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 Agents and any of their affiliates through which it 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 Agents or their 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 the Agents for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Agents 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 Agents, but of which none of the individuals in the investment banking department or division of the Agents are 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 Agents to the Corporation under this Agreement.

25. Use of Advice

The Corporation acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Agents in connection with this Agreement and their engagement

hereunder is intended solely for the Corporation's benefit and the Corporation's internal use only with respect to the Offering and the Corporation agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Agents' prior written consent in each specific instance. Any advice or opinions given by the Agents hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Agents, in their sole judgment, deem necessary or prudent in the circumstances. The Agents expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Agents or any unauthorized reference to the Agents or this engagement.

[remainder of page intentionally left blank]

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to the Agents, upon which this letter as so accepted shall constitute an Agreement among us.

ATB SECURITIES INC.

(signed) "*Mario Maruzzo*"

Mario Maruzzo
Managing Director, Investment Banking

HAYWOOD SECURITIES INC.

(signed) "*Sean MacGillis*"

Sean MacGillis
Managing Director, Investment Banking

Accepted and agreed to effective as of the date of this Agreement.

MINEHUB TECHNOLOGIES INC.

By: (signed) “*Vince Sorace*”
Vince Sorace
Executive Chairman

SCHEDULE "A"

DETAILS OF OUTSTANDING CONVERTIBLE SECURITIES AND RIGHTS TO ACQUIRE SECURITIES

This is Schedule "A" to the Agency Agreement dated December 10, 2025, between MineHub Technologies Inc., ATB Securities Inc., and Haywood Securities Inc.

Stock Options Outstanding as at December 9, 2025

The Corporation has 6,335,937 options to acquire Common Shares outstanding, each exercisable for one Common Share, as follows:

Number of Options	Number Vested	Exercise Price (\$)	Issuance Date	Expiry Date
37,500	37,500	1.00	1/29/2021	1/29/2026
112,500	112,500	0.50	9/16/2022	9/16/2027
400,000	400,000	0.60	3/13/2023	3/13/2028
300,000	300,000	0.40	6/6/2023	6/6/2028
150,000	150,000	0.50	6/15/2023	6/15/2028
200,000	200,000	0.60	7/17/2023	7/17/2028
25,000	18,750	0.40	12/5/2023	12/5/2028
648,750	486,563	0.20	3/26/2024	3/26/2029
300,000	300,000	0.20	3/29/2024	3/29/2029
400,000	300,000	0.25	5/1/2024	5/1/2029
925,000	693,750	0.25	5/8/2024	5/8/2029
120,000	90,000	0.30	5/23/2024	5/23/2029
50,000	50,000	0.33	7/31/2024	7/31/2029
430,000	215,000	0.35	9/11/2024	9/11/2029
355,000	177,500	0.30	10/2/2024	10/2/2029
50,000	12,500	0.30	12/20/2024	12/20/2029
30,000	7,500	0.50	1/15/2025	1/15/2030
4,687	4,687	0.20	1/10/2022	1/10/2027
12,500	12,500	0.20	1/28/2022	1/28/2027
1,000,000	0	0.40	7/25/2025	7/25/2030
475,000	0	0.75	9/25/2025	9/25/2030
310,000	0	1.08	11/20/2025	11/20/2030
6,335,937	3,568,750			

Warrants Outstanding as at December 9, 2025

The Corporation has 19,725,121 warrants to acquire Common Shares outstanding, each exercisable for one Common Share, as follows:

Number of Warrants	Exercise Price (\$)	Issuance Date	Expiry Date
1,018,750	0.80	4/17/2023	4/17/2026
14,959,954	0.40	1/31/2024	1/31/2027
625,000	0.50	7/25/2025	1/31/2027
2,570,954	0.50	7/25/2025	7/25/2028
550,463	0.50	8/20/2025	1/31/2027
19,725,121			

SCHEDULE “B”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule “B” to the Agency Agreement dated December 10, 2025, between MineHub Technologies Inc., ATB Securities Inc., and Haywood Securities Inc.

Capitalized terms used in this Schedule “B” and not defined herein shall have the meanings ascribed thereto in the agency agreement to which this Schedule “B” is annexed (the “**Agency Agreement**”) and the following terms shall have the meanings indicated:

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

“**Disqualification Event**” means any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D;

“**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 “B”, it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of 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% of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or majority of directors are United States citizens or residents, (ii) more than 50% 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;

“**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as that term is defined in Regulation S; and

“**U.S. Purchaser**” means a Subscriber of Offered Securities that (i) is in the United States, (ii) is a U.S. Person, (iii) is subscribing for the account or benefit of a U.S. Person or person in the United States, (iv) was offered the Offered Securities within the United States, or (v) executed its subscription documents or otherwise placed its order to purchase Offered Securities from within the United States.

Representations, Warranties and Covenants of the Agents

Each Agent and each U.S. Affiliate acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Offered Securities may not be offered or sold in the United States or to, or for the

account or benefit of, U.S. Persons except in accordance with an applicable exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Agent (on behalf of itself and its U.S. Affiliate) represents, warrants and covenants, severally and not jointly, to the Corporation, as of the date hereof and as of the Closing Date, that:

1. It, its affiliates and any person acting on its or their behalf has not offered or sold, and will not offer or sell, any of the Offered Securities except (a) in “offshore transactions,” as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S, or (b) to, or for the account or benefit of, Persons in the United States or U.S. Persons that are Qualified Institutional Buyers, as applicable, in transactions that are exempt from the registration requirements under the U.S. Securities Act pursuant to Rule 144A under the U.S. Securities Act and similar exemptions under applicable state securities laws, as provided in Sections 2 through 13 below. Accordingly, none of the Agent, its U.S. Affiliate or any persons acting on its or their behalf (other than the Corporation, its respective affiliates or any person acting on its or their behalf, in respect of which no representation is made) has made or will make (except as permitted in Sections 2 through 13 below) (i) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to or for the account or benefit of, Persons in the United States or U.S. Persons, (ii) any sale of the Offered Securities 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 reasonably believed that such purchaser was outside the United States and not a U.S. Person, or (iii) any Directed Selling Efforts with respect to the Offered Securities.
2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities, except with its U.S. Affiliate, any Selling Group members or with the prior written consent of the Corporation. It shall require its U.S. Affiliate and each Selling Group member appointed by it to agree, for the benefit of the Corporation, to comply with, and shall use commercially reasonable efforts to ensure that its U.S. Affiliate and such Selling Group member complies with, the provisions of this Schedule applicable to the Agent as if such provisions applied directly to the U.S. Affiliate and such Selling Group member.
3. All offers of Offered Securities to, or for the account or benefit of, Persons in the United States and U.S. Persons by it shall be solicited by the Agent through its U.S. Affiliate, which on the dates of each such offer and subsequent sale, was and will be duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under all applicable state securities laws (unless exempted from such state’s broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc., in accordance with all applicable United States state and federal securities (including broker-dealer) laws.
4. None of the Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf, have solicited or will solicit offers for, or have offered to sell or will offer to sell, any of the Offered Securities to, or for the account or benefit of, Persons in the United States

or U.S. Persons 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.

5. Any offer or solicitation of an offer to buy Offered Securities that has been made or will be made to, or for the account or benefit of, a Person in the United States or a U.S. Person by it was or will be made only to Qualified Institutional Buyers in compliance with the exemptions from registration provided by Rule 144A under the U.S. Securities Act, and in transactions that are exempt from registration under applicable state securities laws.
6. Immediately prior to soliciting any offeree that is, or is acting for the account or benefit of, a Person in the United States or a U.S. Person, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf, had a pre-existing relationship with such offeree and will have reasonable grounds to believe and will believe that each such offeree is a Qualified Institutional Buyer, and at the time of completion of each sale to such offeree, or for the account or benefit of, a Person in the United States or a U.S. Person identified by the Agent through its U.S. Affiliate, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf, will have reasonable grounds to believe and will believe, that each such offeree purchasing the Offered Securities is a Qualified Institutional Buyer.
7. Prior to completion of any sale of the Offered Securities to, or for the account or benefit of, a Person in the United States or a U.S. Person, or to a Person that was offered the Offered Securities in the United States (a “**U.S. Purchaser**”) identified by it, it shall cause each such U.S. Purchaser of the Offered Securities to execute a Qualified Institutional Buyer letter in the form agreed by the Corporation and the Agents.
8. At least one Business Day prior to the Closing Date, the Corporation and the Corporation’s Transfer Agent will be provided with a list of the names and addresses of all U.S. Purchasers of the Offered Securities, including addresses.
9. At Closing, the Agent will either: (i) together with its U.S. Affiliate, provide to the Corporation a certificate in the form attached hereto as Exhibit I relating to the manner of the offer and sale of the Offered Securities to, or for the account or benefit of, Persons in the United States and U.S. Persons; or (ii) be deemed to have represented and warranted to the Corporation, as of the Closing, that it did not and will not offer or sell any of the Offered Securities to, or for the account or benefit of, Persons in the United States or U.S. Persons.
10. The Agent will inform, and cause its U.S. Affiliate to inform, each U.S. Purchaser that: (i) the Offered Securities have not been and will not be registered under the U.S. Securities Act or under any state securities laws; (ii) the Offered Securities are being offered and sold to it without registration under the U.S. Securities Act in reliance on Rule 144A under the U.S. Securities Act and in reliance upon similar exemptions from applicable state securities laws; (iii) the Offered Securities will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act, and may not be offered or sold in the United States unless such

securities are registered under the U.S. Securities Act and any applicable U.S. state securities law, or an exemption from such registration requirements is available.

11. None of the Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the Offering of Offered Securities contemplated hereby.
12. It and its U.S. Affiliate acknowledge that until 40 days after the commencement of the Offering, an offer or sale of Offered Securities within the United States by any dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirements of the U.S. Securities Act.
13. As of the Closing Date, with respect to Offered Securities offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the “**Regulation D Securities**”), each Agent represents that none of (i) the Agent or its U.S. Affiliate, (ii) the Agent’s or its U.S. Affiliate’s general partners or managing members, (iii) any of the Agent’s or its U.S. Affiliate’s directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Agent’s or its U.S. Affiliate’s general partners’ or managing members’ directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above Persons that has been or will be paid (directly or indirectly) remuneration for solicitation of Subscribers in connection with sale of Regulation D Securities (each, a “**Dealer Covered Person**” and, collectively, the “**Dealer Covered Persons**”), is subject to a Disqualification Event, except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof. Neither it nor its affiliates (including its U.S. Affiliate) has paid or will pay, nor is it aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of Subscribers of the Regulation D Securities.
14. As of the Closing Date, the Agent represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Subscribers in connection with the sale of any Regulation D Securities.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants, covenants and agrees to and with the Agents, as of the date hereof and as of the Closing Date, that:

1. The Corporation is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the Common Shares.
2. The Corporation is not, and after giving effect to the Offering contemplated by this Agreement and the application of the proceeds of the Offering contemplated by this Agreement, will not

be, an “investment company” as such term is defined under the United States *Investment Company Act of 1940*, as amended, registered or required to be registered under such Act.

3. The Offered Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Except with respect to sales of Offered Securities to Qualified Institutional Buyers identified by the Agents and the U.S. Affiliates or made by the Corporation to Issuer Direct Subscribers, including without limitation, to U.S. Accredited Investors, in accordance with this Schedule “B”, in reliance upon the exemption from registration under the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act or Rule 144A under the U.S. Securities Act and similar exemptions from applicable state securities laws, neither the Corporation nor any of its affiliates, nor any person acting on any of their behalf (other than the Agents, their affiliates (including the U.S. Affiliates), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement), has made or will make (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to, or for the account or benefit of, a Person in the United States or a U.S. Person, or (B) any sale of Offered Securities unless, at the time the buy order was or will have been originated, the Subscriber is (i) outside the United States and not a U.S. Person, or (ii) the Corporation, its affiliates, and any person acting on any of their behalf reasonably believe that the Subscriber is outside the United States and not a U.S. Person.
4. None of the Corporation, any of its affiliates, or any person acting on any of their behalf (other than the Agents, their affiliates (including the U.S. Affiliates), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement), has engaged or will engage in any Directed Selling Efforts, or has taken or will take any action that would cause the exemption provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of the Offered Securities to, or for the account or benefit of, Persons in the United States or U.S. Persons in accordance with this Agreement, or has taken or will take any action that would cause the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities outside the United States to non-U.S. Persons in accordance with this Agreement.
5. None of the Corporation, any of its affiliates or any person acting on behalf of any of them (other than the Agents, their affiliates (including the U.S. Affiliates), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Offered Securities to, or for the account or benefit of, Persons in the United States or U.S. Persons by

means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

6. Neither the Corporation nor any person acting on behalf of the Corporation has, within 30 calendar days prior to the date of this Agreement, sold, offered for sale or solicited any offer to buy any of the Corporation's securities of the same or similar class as any of the securities comprising the Offered Securities, and will not do so during this Offering and for a period of 30 calendar days following the completion of this Offering, in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Securities to, or for the account or benefit of, Persons in the United States or U.S. Persons.
7. Neither the Corporation nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such Person for failure to comply with Rule 503 of Regulation D.
8. None of the Corporation, its affiliates or any person on any of their behalf (other than the Agents, their affiliates (including the U.S. Affiliates), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the offering of the Offered Securities contemplated by this Agreement.
9. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable blue-sky laws in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, Persons in the United States and U.S. Persons.
10. With respect to the Regulation D Securities, none of the Corporation, any of its predecessors, any "affiliated" (as such term is defined in Rule 501(b) of Regulation D) issuer, any director, executive officer or other officer of the Corporation participating in the offering of the Regulation D Securities, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Securities (other than any Dealer Covered Person (as defined below), as to whom no representation is made) (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any Disqualification Event. The Corporation has exercised reasonable care to determine: (i) the identity of each Person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Corporation has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D and has furnished to the Agents a copy of any disclosures provided thereunder. The Corporation has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration

to any person (other than the Dealer Covered Persons (as defined below)) for solicitation of Subscribers of the Regulation D Securities.

**EXHIBIT 1 TO SCHEDULE “B”
FORM OF AGENT’S CERTIFICATE**

In connection with the offer and sale of the units (the “**Offered Securities**”) of MineHub Technologies Inc. (the “**Corporation**”) to one or more Qualified Institutional Buyers pursuant to the Agency Agreement made on December 10, 2025 among ATB Securities Inc. and Haywood Securities Inc. (collectively, the “**Agents**”), and the Corporation, the undersigned Agent and its U.S. Affiliate (as defined in Schedule “B” above (the “**U.S. Affiliate**”)), do each hereby certify that:

- (a) on the date of this certificate and on the date of each offer, solicitation of an offer and sale of Offered Securities to, or for the account or benefit of, Persons in the United States and U.S. Persons, the U.S. Affiliate is and was: (A) a duly registered broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the laws of each state where offers and sales of Offered Securities were made (unless exempted from the respective state’s broker-dealer registration requirements), and (B) a member of and in good standing with the Financial Industry Regulatory Authority, Inc.;
- (b) all offers and sales of Offered Securities to, or for the account or benefit of, Persons in the United States and U.S. Persons have been and will be effected and arranged by the U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements and all Applicable Laws governing the registration and conduct of broker-dealers;
- (c) immediately prior to offering or soliciting offers for the Offered Securities to, or for the account or benefit of, Persons in the United States and U.S. Persons, we had a pre-existing relationship with and had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer, and, on the date of this certificate, we continue to believe that each such U.S. Purchaser of the Offered Securities is a Qualified Institutional Buyer;
- (d) neither we nor our representatives have (i) utilized any form of General Solicitation or General Advertising in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, Persons in the United States or U.S. Persons or (ii) offered to sell any of the Offered Securities in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (e) in connection with each sale of Offered Securities to, or for the account or benefit of, a Person in the United States or a U.S. Person, we caused each U.S. Purchaser to execute and deliver to the Corporation a Qualified Institutional Buyer letter in the form agreed by the Corporation and the Agents;
- (f) all U.S. Purchasers have been informed that the Offered Securities have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such U.S. Purchasers without registration in reliance on the exemptions from the registration

requirements of the U.S. Securities Act provided by Rule 144A under the U.S. Securities Act, and similar exemptions under applicable state securities laws;

- (g) neither we, nor any of our affiliates, nor any person acting on our or their behalf have 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 Offered Securities;
- (h) none of (i) the undersigned, (ii) the undersigned's general partners or managing members, (iii) any of the undersigned's directors, executive officers or other officers participating in the offering of the Offered Securities, (iv) any of the undersigned's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Offered Securities or (v) any Dealer Covered Person is subject to any Disqualification Event, except for a Disqualification Event contemplated by Rule 506(d)(2) of the U.S. Securities Act and a description of which has been furnished in writing to the Corporation prior to the date hereof; and (vi) the undersigned is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Subscribers in connection with the sale of the Offered Securities;
- (i) the offering of the Offered Securities to, or for the account or benefit of, Persons in the United States and U.S. Persons has been conducted by us in accordance with the Agency Agreement, including Schedule "B" thereto.

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 _____, 2025.

[NAME OF AGENT]

[NAME OF U.S. AFFILIATE]

By: _____
Name:
Title:

By: _____
Name:
Title: