

## UNDERWRITING AGREEMENT

November 7, 2025

PharmaCorp Rx Inc.  
Suite 203, 303 Wellman Lane  
Saskatoon, Saskatchewan, S7T 0J1

Attention: Grady Brown, Chief Executive Officer & Director

Dear Sirs/Mesdames:

Canaccord Genuity Corp. ("**Canaccord**") and Acumen Capital Finance Partners Limited, as co-lead underwriters and co-bookrunners, and Raymond James Ltd., iA Private Wealth Inc. and Bloom Burton Securities Inc. (together with Canaccord, the "**Underwriters**") offer and agree to purchase, on a "bought deal" basis from PharmaCorp Rx Inc. (the "**Company**") an aggregate of 47,700,000 units (the "**Units**") of the Company at a price of \$0.42 per Unit (the "**Purchase Price**"), upon and subject to the terms and conditions set forth in this underwriting agreement (this "**Agreement**"), and the Company, by its acceptance hereof, agrees to issue and sell to the Underwriters all but not less than all of the Units on the Closing Date (as defined below), at the Purchase Price, for aggregate gross proceeds of \$20,034,000 (\$23,039,100 if the Over-Allotment Option (as defined below) is fully exercised) (the "**Offering**").

Each Unit shall be comprised of one common share in the capital of the Company (a "**Common Share**") and one-half of one common share purchase warrant (each whole warrant, a "**Warrant**"). Each Warrant will be exercisable to acquire one Common Share (a "**Warrant Share**") for a period of two (2) years following the Closing Date (as defined below) at an exercise price of \$0.50 per Warrant Share, subject to adjustment in certain events. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture (as defined below). In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern.

In addition, by acceptance of this Agreement, the Company hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase at the Option Closing Time (as defined below) on the basis set forth below, in whole or in part and from time to time, up to 7,155,000 additional Units (each comprised of one Common Share and one-half of one Warrant) from the Company (the "**Option Units**"), at a purchase price per Option Unit equal to the Purchase Price, to cover over-allotments, if any, and for market stabilization purposes. The Over-Allotment Option shall be exercisable, in whole or in part, and from time to time, by the Underwriters and shall be exercisable to acquire (a) Option Units at the Purchase Price; (b) additional Common Shares, at a purchase price of \$0.39 per Common Share; and/or (c) additional Warrants, at a purchase price of \$0.06 per Warrant, at the discretion of the Underwriters, provided that no more than the aggregate of 7,155,000 Common Shares and 3,577,500 additional Warrants are issued pursuant to the exercise of the Over-Allotment Option. If the Underwriters elect to exercise all or any portion of the Over-Allotment Option from time to time, the Underwriters shall provide written notice to the Company not later than the two Business Days (as defined below) prior to the Option Closing Date (as defined below) specifying the aggregate number of Option Units, Common Shares and/or Warrants, to be purchased by the Underwriters and the date on which such Option Units, Common Shares and/or Warrants, are to be purchased (an "**Option Closing Date**") and the Company shall be obligated to issue and sell such number of Option Units, Common Shares and/or Warrants on such Option Closing Date. Such date may be the same as the Closing Date but not earlier than the Closing Date nor later than 30 days following the Closing

Date. The Units, the Common Shares, the Warrants and the Option Units are collectively referred to herein as the "**Offered Securities**". Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to the "Offering" shall be deemed to include the Over-Allotment Option.

The Underwriters may also offer the Offered Securities in jurisdictions outside of the Qualifying Jurisdictions (as defined herein), where permitted by and in accordance with Canadian Securities Laws (as defined herein) and the applicable securities Laws of such other jurisdictions, and provided that in the case of jurisdictions other than the Qualifying Jurisdictions, the Company shall not be required to become registered or file a prospectus or registration statement or similar document in such jurisdictions and the Company will not be subject to any continuous disclosure requirements in such jurisdiction.

In consideration of the Underwriters' agreement to purchase the Units and in consideration of the services to be rendered by the Underwriters in connection with the Offering, the Company agrees to: (a) pay to the Underwriters at or prior to: (i) the Closing Time (as defined below) on the Closing Date a fee equal to 6.0% of the aggregate gross proceeds from the sale of the Units, payable in cash, which shall be reduced to 3.0% of the gross proceeds from the sale to purchasers included on the President's List (as defined below) and shall be reduced to nil for sales to the Company's directors, executive officers and insiders and sales to the directors and executive officers of PharmaChoice Canada Inc.; and (ii) the closing time of each Option Closing Date an aggregate cash fee equal to 6.0% of the gross proceeds from the sale of the Option Units at the time, payable in cash ((a)(i) and (ii) collectively referred to as, the "**Underwriters' Fees**") and the Underwriters' Fees shall be fully earned by the Underwriters at such time or times; (b) issue to the Underwriters at or prior to: (i) the Closing Time (as defined below) such number of compensation options (the "**Compensation Options**") as is equal to 4.5% of the number of Units sold, which shall be reduced to 2.25% for sales to purchasers included on the President's List; and (ii) the closing time of each Option Closing Date such number of Compensation Options as is equal to 4.5% of the number of Option Units sold. Each Compensation Option shall entitle the holder thereof to acquire one Unit (a "**Compensation Unit**") at an exercise price equal to the Purchase Price at any time prior to 5:00 p.m. (Toronto time) on the date that is 12 months from the Closing Date. The Compensation Options will be evidenced by certificates (the "**Compensation Option Certificates**"). In connection with the receipt of the Compensation Options, each Underwriter represents and warrants that it is not in the United States; it did not receive an offer to acquire the Compensation Options within the United States; it did not execute this Agreement or otherwise place its order to acquire the Compensation Options from within the United States; and it is acquiring the Compensation Options solely for its own account, and not for the account or benefit of any U.S. person or person in the United States. In addition, each Underwriter understands and acknowledges that the Compensation Options and Compensation Warrants may not be exercised in the United States or by or on behalf of a U.S. person or person in the United States unless in compliance with available exemptions from the registration requirements of the 1933 Act (as defined herein) and applicable state securities laws, after having delivered to the Company a written opinion of counsel reasonably satisfactory to the Company, to such effect.

The Company agrees that the Underwriters will be permitted to appoint, at the sole cost and expense of the Underwriters, other registered dealers (or other dealers duly qualified in their respective jurisdictions) as its agents to assist in the Offering, and that the Underwriters may determine the remuneration payable to such other dealers appointed by them; provided that, for certainty, the Company shall not have any liability for any such remuneration.

The following are the terms and conditions of this Agreement between the Company and the Underwriters.

## SECTION 1 DEFINITIONS

In addition to the terms defined above, in this Agreement:

**"1933 Act"** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

**"affiliate"** has the meaning given to it in the *Securities Act* (Ontario);

**"Agreement"** has the meaning given to it on the first page hereof;

**"Applicable Anti-Money Laundering Laws"** has the meaning given to it in Section 8.1(ggg);

**"Applicable Healthcare Laws"** has the meaning given to it in Section 8.1(v);

**"Audited Financial Statements"** means the audited financial statements of the Company for the fiscal years of the Company ended December 31, 2024 and 2023, and the notes thereto and the auditors' report thereon;

**"Base Prospectus"** means the final short form base shelf prospectus of the Company, including any documents incorporated by reference therein, dated October 14, 2025 relating to the distribution of common shares, preferred shares, warrants, units, debt securities and subscription receipts of the Company;

**"Business Day"** means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are closed for business in Calgary, Alberta;

**"Canadian Securities Laws"** means, collectively, all applicable securities laws in each of the provinces of Canada, other than Quebec, including the respective rules and regulations made thereunder together with applicable published national, multilateral and local instruments, policy statements, notices, blanket rulings and orders of the Securities Commissions, all discretionary rulings and orders, if any, of the Securities Commissions and all rules, by-laws and regulations governing the TSXV, all as the same are in effect at the date hereof and as amended, supplemented or replaced from time to time during the period of Distribution of the Offered Securities;

**"CDS"** has the meaning given to it in Section 12.2(a) of this Agreement;

**"Claims"** has the meaning given to it in Section 14.1 of this Agreement;

**"Closing"** means the completion of the sale by the Company and the purchase by the Underwriters, of the Units pursuant to this Agreement;

**"Closing Date"** means November 12, 2025 or such other date as the Company and the Underwriters may agree upon in writing;

**"Closing Time"** means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and the Underwriters may agree;

**"College"** means any regulatory or self-regulatory governing body, provincial or territorial college, association or licencing board or agency relating to the registration, licensing, regulation, accreditation, or governance of pharmacists or pharmacies in any province or territory of Canada;

**"Common Shares"** has the meaning given to it on the first page hereof;

**"Communication"** has the meaning given to that term in Section 19.1 of this Agreement;

**"Company"** has the meaning given to it on the first page hereof;

**"Compensation Option Certificates"** has the meaning given to it on the second page hereof;

**"Compensation Options"** has the meaning given to it on the second page hereof;

**"Compensation Shares"** means the Common Shares underlying the Compensation Units;

**"Compensation Units"** has the meaning given to it on the second page hereof;

**"Compensation Warrant Share"** means the Common Shares issuable on the exercise of the Compensation Warrants;

**"Compensation Warrants"** means the warrants underlying the Compensation Units, each of which will be exercisable to acquire one Compensation Warrant Share, substantially on the same terms as the Warrants;

**"Condition of the Company"** means the business, affairs, operations, assets, properties, prospects (as described in the Offering Documents), liabilities (contingent or otherwise), capital, earnings and financial condition of the Company and the Subsidiaries, taken as a whole;

**"Contaminant"** means any pollutants, hazardous wastes, Hazardous Materials or contaminants or any other matter (including any of the foregoing), which is defined or described as such pursuant to any such applicable Environmental Laws;

**"Disclosure Record"** means the Company's prospectuses, annual reports, annual and interim financial statements, annual information forms, business acquisition reports, management discussion and analysis, information circulars, material change reports, press releases and all other information or documents required to be filed or furnished by the Company under Canadian Securities Laws which have been publicly filed on the System for Electronic Document Analysis and Retrieval+;

**"Distribution"** means **"distribution"** or **"distribution to the public"** as those terms are defined in Canadian Securities Laws;

**"Documents Incorporated by Reference"** means the documents specified in the Base Prospectus, the Prospectus Supplement, and any Supplementary Material, as the case may be, as being incorporated therein by reference or which are deemed to be incorporated therein by reference pursuant to Canadian Securities Laws, including any other document prepared by the Company and filed with the Securities Commissions after the date of this Agreement and before the completion of the distribution of the Offered Securities that is of a type that is required under Canadian Securities Laws to be incorporated by reference in the Base Prospectus, the Prospectus Supplement and any Supplementary Material to the extent incorporated by reference thereunder or pursuant to Canadian Securities Laws;

**"Eligible Issuer"** means an issuer which meets the criteria and has complied with the requirements of NI 44-101 so as to be qualified to offer securities by way of a short form prospectus under Canadian Securities Laws;

**"Employee Plans"** means each material 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 Company or the Material Subsidiaries for the benefit of any officer or director of the Company or the Material Subsidiaries;

**"Engagement Letter"** means the engagement letter dated November 5, 2025, between the Company and Canaccord, as amended pursuant to the amending agreement dated November 6, 2025;

**"Environmental Activity"** means any past or present activity in respect of a Hazardous Material including the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater;

**"Environmental Laws"** means all applicable Laws currently in existence in Canada and other jurisdictions (whether federal, provincial, state or municipal) relating to the protection and preservation of the environment, occupational health and safety or Contaminants;

**"Financial Statements"** means the Audited Financial Statements and Interim Financial Statements;

**"Governmental Authority"** means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, bureau or agency, domestic or foreign; (b) any subdivision, agency, commission, board, or authority of any of the foregoing; (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and any stock exchange or self-regulatory authority; and (d) any court, tribunal or arbitral body, domestic or foreign; and, for greater certainty, includes the Securities Commissions, the TSXV and the Pharmacy Regulators;

**"Governmental Licences"** has the meaning given to that term in Section 8.1(o) of this Agreement;

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

**"IFRS"** means International Financial Reporting Standards as issued by the International Accounting Standards Board;

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

**"Indemnified Party"** has the meaning given to that term in Section 14.1 of this Agreement;

**"Indemnitor"** has the meaning given to that term in Section 14.1 of this Agreement;

**"Intellectual Property"** means all of the following which is currently owned by or licensed for use to the Company or the Material Subsidiaries: (a) all trade or brand names, business names, trademarks, service marks, copyrights to any original works of authorship, patents, licences, industrial designs, and other

industrial or intellectual property of any nature in any form whatsoever recognized in any jurisdiction throughout the world; and (b) inventions, discoveries, developments, concepts, ideas, improvements, processes and methods, know-how, trade secrets, confidential information, systems, procedures, computer software, designs whether or not patentable or registrable, anywhere in the world;

**"Interim Financial Statements"** means the re-filed auditor reviewed financial statements of the Company for the three and six months ended June 30, 2025 and 2024, and the notes thereto;

**"Laws"** means all laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority, including, without limitation, Canadian Securities Laws, the *Food and Drugs Act (Canada)*, *Drug and Pharmacies Regulation Act (Ontario)*, the *Ontario Drug Benefit Act, (Ontario)*, the *Drug Interchangeability and Dispensing Fee Act (Ontario)*, the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991 (Ontario)*, the *Personal Health Information Protection Act, 2004 (Ontario)* and other equivalent provincial legislation, as applicable, in the jurisdictions in which the Company or any of the Subsidiaries operates, and the term **"applicable"** with respect to such Laws and in the context that refers to one or more persons, means such Laws that apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

**"License Owners"** means, collectively, PharmaChoice Canada Inc. and Laurentian Laboratories (1996) Inc.;

**"Losses"** has the meaning given to it in Section 14.1 of this Agreement;

**"Marketing Material"** means the term sheets of the Company for the Offering dated November 5, 2025 and November 6, 2025;

**"marketing materials"** has the meaning ascribed thereto in NI 41-101;

**"Material Adverse Change"** means any development that could reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings/losses, business, operations or prospects, whether or not arising from transactions in the ordinary course of business, of the Company;

**"Material Adverse Effect"** means any event or change that, individually or in the aggregate with other events or changes, is or would reasonably be expected to be, materially adverse to the business, affairs, operations, assets, properties, prospects (as described in the Offering Documents) liabilities (contractual, contingent or otherwise), capital, earnings and financial condition of the Company and the Subsidiaries, taken as a whole; provided that a Material Adverse Effect shall not include an adverse effect resulting from a change (i) that arises out of a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a party to the other party prior to the date of this Agreement; (ii) that results from general economic, financial, currency exchange, interest rate or securities market conditions in Canada or the United States; or (iii) that is a direct result of any matter permitted by this Agreement or consented to in writing by the applicable party;

**"Material Subsidiaries"** means [Redacted – Commercially Sensitive Information], and **"Material Subsidiary"** means any one of them;

"**MI 11-102**" means Multilateral Instrument 11-102 - *Passport System*;

"**misrepresentation**", "**material fact**" and "**material change**" mean a misrepresentation, material fact and material change, respectively each as defined under the Canadian Securities Laws of each Qualifying Jurisdiction and, if not so defined or in circumstances in which the particular Canadian Securities Laws of a particular Qualifying Jurisdiction are not applicable, mean a misrepresentation, material fact and material change, respectively, each as defined under the *Securities Act* (Ontario);

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

"**NI 44-101**" means National Instrument 44-101 - *Short Form Prospectus Distributions*;

"**NI 44-102**" means National Instrument 44-102 - *Shelf Distributions*;

"**NI 51-102**" means National Instrument 51-102 - *Continuous Disclosure Obligations*;

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

"**Offered Securities**" has the meaning given to that term on the second page hereof;

"**Offering**" means the offering of the Offered Securities pursuant to and in accordance with this Agreement and the Offering Documents;

"**Offering Documents**" means, collectively, the Base Prospectus, the Prospectus Supplement, and the Supplementary Material;

"**Option Closing Date**" has the meaning given to that term on the first page hereof;

"**Option Closing Time**" means 8:00 a.m. (Toronto time) on any Option Closing Date or such other time on any Option Closing Date as the Company and the Underwriters may agree;

"**Option Units**" has the meaning given to that term on the first page hereof;

"**Over-Allotment Option**" has the meaning given to that term on the first page hereof;

"**Passport System**" means the passport system procedures provided for under National Policy 11-202 - *Process for Prospectus Reviews in Multiple Jurisdictions*;

"**person**" shall be broadly interpreted and shall include an individual, firm, corporation, syndicate, partnership, trust, association, unincorporated organization, joint venture, investment club, government or agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;

"**Personally Identifiable Information**" means any information that alone or in combination with other information held by the Company or the Material Subsidiaries can be used to specifically identify a person including but not limited to a natural person's name, street address, telephone number, e-mail address, photograph, social insurance number, driver's license number, passport number, credit or debit card number or customer or financial account number or any similar information that is treated as "Personally Identifiable Information" under any applicable Laws;

**"PharmaChoice License"** means the non-exclusive, worldwide, perpetual license to use certain names and trademarks granted to the Company by the License Owners, pursuant to a license agreement dated August 31, 2023;

**"Pharmacy Regulators"** means any person having authority to regulate the Company's day-to-day business, and includes Health Canada, the Ontario College of Pharmacists, the College of Pharmacists of British Columbia, the Alberta College of Pharmacy and the Saskatchewan College of Pharmacy Professionals;

**"President's List"** means a list of eligible purchasers known to the Company for the Offering, which has been provided to the Underwriters by the Company and subject to the mutual agreement of the Underwriters;

**"Principal Regulator"** means the Financial and Consumer Affairs Authority of Saskatchewan;

**"Proceedings"** means any action, suit or proceeding before or by any Governmental Authority that is in process, pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary and/or any of their respective properties or assets;

**"Prospectus"** means the Base Prospectus as supplemented by the Prospectus Supplement and as amended or supplemented by any Supplemental Material;

**"Prospectus Receipt"** means the receipt issued by the Principal Regulator and the Ontario Securities Commission, which is deemed to also be a receipt of the other Securities Commissions pursuant to MI 11-102 and NP 11-202, for the Base Prospectus;

**"Prospectus Supplement"** means the prospectus supplement relating to the Offered Securities, including any Documents Incorporated by Reference, to be filed with the Securities Commissions;

**"Purchase Price"** has the meaning given to that term on the first page hereof;

**"Qualifying Jurisdictions"** means all of the provinces of Canada, other than the province of Quebec;

**"Regulation S"** means Regulation S adopted by the SEC under the 1933 Act;

**"Regulatory Authority"** means the Governmental Authority authorized under applicable Laws to protect and promote public health through regulation and supervision of medical products, including, without limitation, Health Canada, the Pharmacy Regulators and similar regulatory agencies having jurisdiction over the Company, the Subsidiaries or their activities;

**"SEC"** means the U.S. Securities and Exchange Commission;

**"Securities Commissions"** means, collectively, the securities commissions or other securities regulatory authorities in each of the provinces of Canada, other than Quebec;

**"Selling Firm"** has the meaning given to that term in Section 9.1 of this Agreement;

**"Specified Agreements"** means, collectively, the PharmaChoice License, the master membership agreement dated August 31, 2023 by and among the Company and PharmaChoice Canada Inc., the right of first refusal agreement dated August 31, 2023 by and among the Company and PharmaChoice Canada

Inc. and each share purchase agreement and membership agreement entered into by the Company in connection with the acquisition of businesses by the Company in order to conduct of the business described in the Offering Documents;

"**subsidiaries**" has the meaning given to it in section 1(4) of the *Securities Act* (Ontario);

"**Supplementary Material**" means, collectively, any amendment to or amendment and restatement of the Prospectus, and any further amendment, amendment and restatement or supplemental prospectus thereto or ancillary materials that may be filed by or on behalf of the Company under Canadian Securities Laws relating to the Distribution of the Offered Securities thereunder;

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

"**U.S. person**" means a "U.S. person" as defined in Rule 902(k) of Regulation S under the 1933 Act;

"**Underwriters**" has the meaning given to that term on the first page hereof;

"**Underwriters' Fees**" has the meaning given to that term on the second page hereof;

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

"**Units**" has the meaning given to it on the first page hereof;

"**Warrant Indenture**" means the warrant indenture to be dated as of the Closing Date between the Company and TSX Trust Company, in a form to be agreed upon by the Company and the Underwriters, each acting reasonably;

"**Warrant Share**" has the meaning given to it on the first page hereof; and

"**Warrants**" has the meaning given to it on the first page hereof.

Other

- (a) Any reference in this Agreement to a Section shall refer to a section of this Agreement.
- (b) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and/or pronoun.
- (c) Any reference in this Agreement to "\$" or to "dollars" shall refer to the lawful currency of Canada, unless otherwise specified.
- (d) Where any representation or warranty contained in this Agreement or any ancillary document hereto is expressly qualified by reference to the "knowledge" of the Company, or where any other reference is made herein to the "knowledge" of the Company, it shall be deemed to refer to the actual knowledge of (i) Grady Brown, Chief Executive Officer; (ii) Calvin LeRoux, President, (iii) Terri Tatchell, Chief Financial Officer, and/or (iv) Paul Dale, Chief Operating Officer, after having made reasonable due enquiry.

## **SECTION 2 QUALIFICATION OF THE OFFERED SECURITIES**

Each purchaser who is resident in a Qualifying Jurisdiction shall purchase the Offered Securities pursuant to the Prospectus. The distribution of the Offered Securities and the Compensation Options shall be qualified by the Prospectus under Canadian Securities Laws in the Qualifying Jurisdictions pursuant to the Prospectus. Each other purchaser not resident in a Qualifying Jurisdiction, or located outside of a Qualifying Jurisdiction, shall purchase Offered Securities, which have been qualified by the Prospectus in Canada, only on a private placement basis under the applicable securities laws of the jurisdiction in which the purchaser is resident or located, in accordance with such procedures as the Company and the Underwriters may mutually agree, acting reasonably, in order to fully comply with applicable Laws and the terms of this Agreement. For greater certainty, the Underwriters acknowledge and agree that the Prospectus will not qualify the distribution of any Offered Securities in the United States or to, or for the account or benefit of, U.S. persons. The Company hereby agrees to comply with all Canadian Securities Laws on a timely basis in connection with the distribution of the Offered Securities and the Company shall execute and file with the Securities Commissions all forms, notices and certificates relating to the Offering required to be filed pursuant to Canadian Securities Laws within the time required, and in the form prescribed, by Canadian Securities Laws. The Company also agrees to file within the periods stipulated under applicable Laws outside of Canada and at the Company's expense all private placement forms required to be filed by the Company in connection with the Offering and pay all filing fees required to be paid in connection therewith so that the distribution of the Offered Securities outside of Canada may lawfully occur without the necessity of filing a prospectus or any similar document under the applicable Laws outside of Canada. The Underwriters agree to offer the Offered Securities for sale only in the Qualifying Jurisdictions and in such jurisdictions outside of the Qualifying Jurisdictions where permitted by and in accordance with Canadian Securities Laws and the applicable securities laws of such other jurisdictions, and provided that in the case of jurisdictions other than the Qualifying Jurisdictions, the Company shall not be required to become registered or file a prospectus or registration statement or similar document in such jurisdictions and the Company will not be subject to any continuous disclosure requirements in such jurisdiction.

2.1 The Company shall:

- (a) prepare the Prospectus Supplement in a form satisfactory to the Underwriters, acting reasonably, and in compliance with Canadian Securities Laws and file the Prospectus Supplement with the Securities Commissions in accordance with applicable Canadian Securities Laws as soon as possible but in any event by no later than 11:59 p.m. (Toronto time) on November 7, 2025 and will provide evidence satisfactory to the Underwriters of such timely filings;
- (b) during the period commencing on the date of this Agreement until the Underwriters notify the Company of the completion of the Distribution of the Offered Securities, the Company will promptly inform the Underwriters, and confirm by notice in writing, of the full particulars of:
  - (i) when the Prospectus Supplement has been filed with the Securities Commissions pursuant to applicable Canadian Securities Laws;
  - (ii) when any marketing materials, standard term sheet, or Supplementary Material shall have been filed with a Securities Commission;

- (iii) any request by any Securities Commission or the staff thereof to amend or supplement the Base Prospectus, the Prospectus Supplement, any Supplementary Material or for any additional information including, without limitation, information in respect of the Offering;
- (iv) the issuance by any Securities Commission of any stop order suspending the effectiveness of the Base Prospectus, or the Prospectus Supplement or any Supplementary Material or of any notice that would prevent the use thereof or the institution or threatening of any Proceeding for any such purpose;
- (v) the receipt by the Company of any material communication from the TSXV related to the Prospectus, the Offering or the listing of the Common Shares partially comprising the Units, the Warrant Shares, the Compensation Shares or the Compensation Warrant Shares on the TSXV;
- (vi) unless prohibited by applicable law, any other notice or other correspondence received by the Company from any Securities Commission, the TSXV, or any other competent authority, including, without limitation, any other Governmental Authority, requesting any information, meeting or hearing relating to the Company or its securities, the Offering or any other event or state of affairs, in respect of the foregoing, that the Company reasonably believes could have a Material Adverse Effect; and
- (vii) the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities for sale in any jurisdiction or the institution or threatening of any Proceedings for such purpose.

2.2 During the period of Distribution of the Offered Securities, the Company will promptly take, or cause to be taken, any additional steps and proceedings that may from time to time be required under the Canadian Securities Laws or requested by the Underwriters, acting reasonably, to continue to qualify the Distribution of the Offered Securities.

2.3 The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under Canadian Securities Laws or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities.

2.4 Prior to the filing of the Prospectus Supplement, Marketing Material, Supplementary Material or any Documents Incorporated by Reference after the date hereof, during the period of Distribution of the Offered Securities, the Company shall allow the Underwriters and their counsel to review and comment on such documents and shall allow the Underwriters and their counsel to conduct all due diligence investigations (including through the conduct of oral due diligence sessions at which management of the Company, the chair of the Company's audit committee, its auditors, counsel and other applicable experts are present) which it may reasonably require in order to fulfill its obligations as underwriter in order to enable them to execute any certificates required to be executed by them at the end of the Prospectus. Without limiting the scope of the due diligence inquiry the Underwriters (or their counsel) may conduct, the Company shall use its best efforts to make available its directors, senior management, auditors and counsel to answer any questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to filing of each of the Prospectus Supplement and any other Supplementary Material. All

information requested by the Underwriters and their counsel in connection with the due diligence investigations of the Underwriters will be used only in connection with the Offering.

### **SECTION 3 DOCUMENTS TO BE DELIVERED**

3.1 The Company shall deliver to the Underwriters (except to the extent any such document has been previously delivered to the Underwriters):

- (a) prior to or contemporaneously with the execution of this Agreement copies of the Base Prospectus signed as required by Canadian Securities Laws;
- (b) a copy of all such documents and certificates that were filed with the Prospectus Supplement under Canadian Securities Laws;
- (c) at or prior to the filing of the Prospectus Supplement, a copy of the U.S. Offering Memorandum and, as soon as they are available, any supplements or amendments to the U.S. Offering Memorandum;
- (d) at or prior to the filing of the Prospectus Supplement, a "long-form" comfort letter dated such date (with the requisite procedures to be completed by such auditor within two Business Days of the date of such letter), in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters, from MNP LLP, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the Financial Statements and certain financial information contained in the Prospectus, which letter shall be in addition to the auditors' reports contained in the Prospectus and any auditor's comfort letter addressed to the Securities Commissions and filed with or delivered to the Securities Commissions under Canadian Securities Laws. Comfort letters similar to the foregoing shall be provided to the Underwriters with respect to any Supplementary Material and any other relevant document at the time the same is presented to the Underwriters for their signature or, if the Underwriters' signature is not required, at the time the same is filed. All such letters shall be in form and substance acceptable to the Underwriters, acting reasonably; and
- (e) copies of all other documents resulting or related to the Company taking all other steps and proceedings that may be necessary in order to qualify the Offered Securities for Distribution in each of the Qualifying Jurisdictions by the Underwriters and other persons who are registered in a category permitting them to distribute the Offered Securities under Canadian Securities Laws and who comply with such Canadian Securities Laws.

### **SECTION 4 SUPPLEMENTARY MATERIAL**

4.1 If applicable, the Company shall also prepare and deliver promptly to the Underwriters signed copies of all Supplementary Material. Subject to compliance with Section 7, the Company shall promptly deliver to the Underwriters duly signed copies of all Supplementary Material, and any other document required to be filed under Section 7.2. The Supplementary Material shall be in form and substance satisfactory to the Underwriters, acting reasonably. Concurrently with the delivery of any Supplementary Material, the Company shall deliver to the Underwriters with respect to such Supplementary Material,

letters, opinions and documents similar to those referred to in Section 3, which shall be in form and substance acceptable to the Underwriters and its counsel, acting reasonably.

## **SECTION 5 DELIVERY CONSTITUTES REPRESENTATION AND CONSENT**

5.1 Delivery of an Offering Document to the Underwriters shall constitute a representation and warranty by the Company to the Underwriters that, at the time of delivery thereof, all information and statements (except information and statements relating solely to the Underwriters and furnished to the Company in writing by the Underwriters for use therein) contained in such Offering Documents are true and correct in all material respects and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the Offered Securities and that no material fact or information has been omitted therefrom (except facts or information relating solely to the Underwriters) which is required to be stated therein or is necessary to make any statement or information contained therein not false or misleading in light of the circumstances in which it was made; and that the Prospectus, the Prospectus Supplement, and any Supplementary Material comply in all material respects with Canadian Securities Laws. Such delivery shall also constitute the Company's consent to the use of the Prospectus, the Prospectus Supplement, and any Supplementary Material by the Underwriters and the Selling Firms for the Distribution of the Offered Securities in the Qualifying Jurisdictions in compliance with the provisions of this Agreement.

5.2 Each of the Company and the Underwriters have approved the Marketing Material, including any template version thereof which the Company has filed with the Securities Commissions in accordance with applicable Laws and which is and will be incorporated by reference into the Prospectus, as the case may be. The Company and the Underwriters each covenant and agree that during the distribution of the Offered Securities, it will not provide any potential investor of Offered Securities with any marketing materials except for marketing materials that comply with, and have been approved in accordance with, NI 44-101. If requested by the Underwriters, in addition to the Marketing Material, the Company will cooperate, acting reasonably, with the Underwriters in approving any other marketing materials to be used in connection with the Offering. Other than the Marketing Material, the Underwriters have not provided any marketing materials to any potential investors in connection with the Offering.

## **SECTION 6 ACCESS EQUALS DELIVERY**

6.1 Delivery of the Prospectus will be satisfied in accordance with the "access equals delivery" provisions contained in Part 6A of NI 44-102 and the Underwriters and the Company shall satisfy any request for electronic or paper copies of the Prospectus in accordance with the requirements of NI 44-102, without charge. Notwithstanding the foregoing, if requested in writing by Canaccord, on behalf of the Underwriters, the Company shall use its commercially reasonable efforts to cause commercial copies of the Prospectus and the U.S. Offering Memorandum to be delivered to the Underwriters without charge, in such quantities and in such cities as the Underwriters may reasonably request by written or oral instructions to the printer of such documents. Such delivery of the Prospectus and the U.S. Offering Memorandum shall be effected as soon as possible after filing thereof, but in any event on or before 12:00 p.m. (Toronto time) on the Business Day following the date of filing of the Prospectus Supplement (for deliveries in Toronto) and on or before 9:00 a.m. (Toronto time) on the date that is two Business Days following the date of filing of the Prospectus Supplement (for deliveries in the Qualifying Jurisdictions other than in Toronto). Such deliveries shall constitute the consent of the Company to the Underwriters' use of the Prospectus for the distribution of the Offered Securities in the Qualifying Jurisdictions in compliance with the provisions of this

Agreement and Canadian Securities Laws. The Company shall similarly cause commercial copies of any Supplementary Material to be delivered.

## **SECTION 7 MATERIAL CHANGES**

7.1 Commencing on the date hereof and until the completion of the Distribution of the Offered Securities, the Company shall promptly notify the Underwriters in writing of:

- (a) any material change (actual, anticipated, contemplated, proposed or threatened) in the Condition of the Company, including any information previously provided to the Underwriters concerning the Company, the Subsidiaries or the Offered Securities;
- (b) any new material fact in respect of the Company or the Subsidiaries (including in respect of its financial condition or results of the operations) which has arisen or has been discovered that would have been required to have been stated in the Prospectus, the Prospectus Supplement, the U.S. Offering Memorandum, or any Supplementary Material, had that fact arisen or been discovered on or prior to the date of any such document;
- (c) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained or incorporated by reference in the Offering Documents or whether any event or state of facts has occurred after the date hereof, which, in all cases, is or would reasonably be of such a nature as to render the Offering Documents, as they exist taken together in their entirety immediately prior to such change or new material fact, untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, as they exist taken together in their entirety immediately prior to such change or material fact, or which would result in the Offering Documents, as they exist taken together in their entirety immediately prior to such change or material fact, not complying in any material respect with applicable Canadian Securities Laws;
- (d) any notice by any Governmental Authority requesting any information, meeting or hearing relating to the Company, the Subsidiaries or the Offering other than in the ordinary course of the business of the Company; or
- (e) any other event or state of affairs that would reasonably be expected to be relevant to the Underwriters in connection with their due diligence investigations in respect of the Offering.

7.2 The Company will promptly (and in any event within any applicable time limitation) comply with all legal requirements under Canadian Securities Laws and the rules of the TSXV, including the prospectus amendment provisions of the Canadian Securities Laws, required as a result of any event described in Section 7.1 in respect of the Company applicable to it, in order to continue to qualify the Distribution of the Offered Securities in each of the Qualifying Jurisdictions and to permit the offer and sale of the Offered Securities to jurisdictions outside of the Qualifying Jurisdictions, and the Company will prepare and file to the satisfaction of the Underwriters, acting reasonably, any Supplementary Material which, in the opinion of the Underwriters, may be necessary or advisable.

7.3 Commencing on the date hereof and until the completion of the Distribution of the Offered Securities, the Company will promptly inform the Underwriters in writing of the full particulars of:

- (a) any request of any Securities Commission for any amendment to any Offering Document or for any additional information in respect of the Offering or the Company;
- (b) the receipt by the Company of any material communication, whether written or oral, from any Securities Commission, the TSXV or any other competent authority, relating to the Prospectus, the Prospectus Supplement, the U.S. Offering Memorandum, the Supplementary Material, and the distribution of the Offered Securities or the Company;
- (c) any notice or other correspondence received by the Company from any Governmental Authority and any requests from such bodies for information, a meeting or a hearing relating to the Company, any Subsidiary, the Offering, the issue and sale of the Offered Securities or any other event or state of affairs that could, individually or in the aggregate, have a Material Adverse Effect; or
- (d) the issuance by any Securities Commission, the TSXV or any other competent authority, including any other Governmental Authority, of any order to cease or suspend trading or distribution of any securities of the Company or of the institution, or threat of institution of any proceedings for that purpose or any notice of investigation that could potentially result in an order to cease or suspend trading or distribution of any securities of the Company.

7.4 In addition to the provisions of Section 7.1 in respect of the Company and Section 7.2, the Company will, in good faith, discuss with the Underwriters any change, event or fact contemplated in Section 7.1, applicable to it, which is of such a nature that there may be reasonable doubt as to whether notice should be given to the Underwriters under Section 7.1, and will consult with the Underwriters with respect to the form and content of any Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such Supplementary Material will be filed with any Securities Commission prior to the review and approval of the form and substance thereof by the Underwriters and its counsel. The Company shall also co-operate in all respects with the Underwriters to allow and assist the Underwriters to participate in the preparation of any Supplementary Material and to conduct all due diligence investigations which the Underwriters deem appropriate in order to fulfill their obligations as underwriter and to enable the Underwriters to responsibly execute any certificate related to such Supplementary Material required to be executed by them.

## **SECTION 8 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY**

8.1 The Company represents and warrants to the Underwriters (which representations and warranties shall survive the Closing and any closing of the exercise of the Over-Allotment Option in accordance with Section 17.1), and acknowledges that the Underwriters are relying on such representations and warranties in entering into this Agreement, that:

- (a) each of the Company and the Material Subsidiaries has been duly incorporated, continued or amalgamated, as the case may be, and organized and is existing under the laws of its respective jurisdiction of incorporation and has all requisite corporate power, capacity and authority to carry on its business as now conducted or contemplated to be conducted and to own, lease and operate its property and assets and, in the case of the Company, to execute, deliver and perform its obligations hereunder including to offer, issue, sell and deliver the Units and the Option Units and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;

- (b) all necessary corporate action has been taken by the Company, or will have been taken by the Company prior to the Closing Time, to authorize the offering, issuance, sale and delivery of the Common Shares and Warrants comprising the Units and the Option Units, the Warrant Shares issuable upon exercise of the Warrants, the Compensation Shares and Compensation Warrants issuable upon exercise of the Compensation Options, the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants and the grant of the Over-Allotment Option on the terms set forth in this Agreement and, upon payment therefor, the Common Shares partially comprising the Units and Option Units will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company;
- (c) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought. Prior to the Closing Time, the Warrant Indenture shall have been duly authorized, executed and delivered by the Company and shall constitute a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought;
- (d) the execution and delivery of each of this Agreement, the Warrant Indenture and the Compensation Option Certificates and the performance of the Company's obligations hereunder and thereunder, including the offering, issuance, sale and delivery of the Units and the Option Units (and the securities underlying such Units and Options Units), the issuance of the Compensation Options (and the securities underlying such Compensation Options), and the grant of the Over-Allotment Option, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with:
  - (i) any of the terms, conditions or provisions of the articles or by-laws of the Company, or any resolution of its directors (or committees of directors) or shareholders;
  - (ii) any Law applicable to the Company;
  - (iii) any mortgage, hypothec, note, indenture, contract, agreement (written or oral), instrument, lease, licence or other document to which it is a party or is subject or by which the Company, or any of its assets is bound; or
  - (iv) any judgement, decision, order, ruling or other decree of any Governmental Authority.
- (e) the authorized share capital of the Company consists of an unlimited number of Common Shares and an unlimited number of preferred shares; of which 119,226,659 Common Shares and nil preferred shares are issued and outstanding as of the date hereof, and all

such securities have been validly issued and are outstanding as fully paid and non-assessable. In addition, as at the date hereof (and without giving effect to the Offering), the Company has issued and outstanding options, warrants, rights or conversion or exchange privileges or other securities ("**Convertible Securities**") entitling the holders thereof to acquire, and is party to agreements evidencing rights to acquire, a further 8,619,166 Common Shares. Except as aforesaid or otherwise as disclosed in the Prospectus or the Disclosure Record, there are no outstanding shares of the Company or Convertible Securities entitling anyone to acquire any Common Shares or any other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by the Company of any shares of the Company (including Common Shares) or any Convertible Securities convertible into, exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Common Shares or other equity securities of the Company (including any pre-emptive rights, rights of first refusal or any similar rights to subscribe for any securities of the Company);

- (f) other than the Material Subsidiaries, the Company has no subsidiaries which are material to the Company and does not hold an investment in any person which is material to the business and affairs of the Company; other than as disclosed in the Disclosure Record, the Company's direct or indirect ownership interest in each of the Subsidiaries is held free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, options to purchase, obligations to sell, pre-emptive rights, and restrictions or other adverse claims of any kind or nature, and all such securities of the Subsidiaries have been validly issued and are outstanding as fully paid and non-assessable;
- (g) except as disclosed in the Offering Documents or in the Disclosure Record, no person has any agreement (oral or written) or option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of any of the Offered Securities, Common Shares or any other unissued securities of the Company;
- (h) the Company meets the general eligibility requirements for use of a short form prospectus under NI 44-101 and a short form base shelf prospectus under NI 44-102 for the distribution of the Offered Securities in the Qualifying Jurisdictions. The Company has prepared and filed with the Principal Regulator and the other Securities Commissions, the Base Prospectus in accordance with NI 44-101 and NI 44-102 and the Company has received a Prospectus Receipt from the Principal Regulator representing the deemed receipt of each of the Securities Commissions pursuant to MI 11-102 and NP 11-202 for the Base Prospectus;
- (i) the Company is a reporting issuer in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland, and is not on the list of defaulting issuers maintained by the applicable Securities Commissions in those provinces;
- (j) the Company has fulfilled all requirements to be fulfilled by the Company, including the filing of the Base Prospectus, but excluding the preparation and filing of the Prospectus Supplement (and the filing of such documents which, under NI 44-101 or NI 44-102, must be filed concurrently with the filing of the Prospectus Supplement), to enable the Offered

Securities to be offered for sale and sold to the public in the Qualifying Jurisdictions through registrants who have complied with the relevant provisions of applicable Canadian Securities Laws and to enable the Compensation Options to be issued to the Underwriters at Closing;

- (k) the Company is in material compliance with its timely and continuous disclosure obligations under the Canadian Securities Laws and the policies, rules and regulations of the TSXV and, without limiting the generality of the foregoing, there has not occurred any material change in the Condition of the Company since December 31, 2024 which has not been set forth in the Disclosure Record or otherwise publicly disclosed on a non-confidential basis, and the Company has not filed any confidential material change reports since December 31, 2024 which remains confidential as at the date hereof;
- (l) to the Company's knowledge (without enquiry), no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Company or any Material Subsidiary;
- (m) the Company is not in violation of any applicable Laws other than violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;
- (n) except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, none of the Company, any of the Material Subsidiaries, or, to the Company's Knowledge, any director, officer, employee, contractor, agent or affiliate of the Company or any of the Material Subsidiaries has received any inspection report, notice of adverse finding, warning letter or other correspondence or notice, or been subject to any disciplinary proceedings, from or by any Governmental Authority alleging or asserting any material non-compliance with (x) any Laws or (y) any authorizations required by any such Laws;
- (o) all employees, contractors and agents of the Company and of each of the Material Subsidiaries, including but not limited to pharmacists and other health professionals are, to the Company's knowledge, all licensed, registered, accredited, qualified, insured, and inspected by the applicable Pharmacy Regulators and as appropriate in order for them to provide the services that they are providing or that they propose or purport to provide;
- (p) neither the Company nor any of the Material Subsidiaries is aware of any legislation, regulation, proposed legislation, or proposed regulation published or proposed to be published by a Governmental Authority, which would reasonably be expected to have a Material Adverse Effect, including with respect to, but not limited to, the *Drug and Pharmacies Regulation Act* (Ontario) and the *Ontario Drug Benefit Act* and other equivalent provincial legislation and the regulations promulgated thereunder;
- (q) the Company and the Material Subsidiaries have established and maintain systems to ensure that any regulated professionals employed or engaged by the Company and the Material Subsidiaries comply at all times with Applicable Healthcare Laws (as defined herein) and the terms of any Authorizations held by them or the Company or the Subsidiaries; none of the Company, any of the Material Subsidiaries or, to the Company's knowledge, any regulated professional employed or engaged thereby, has provided

services to patients located in any jurisdiction in which the provision of such services would not be in compliance with healthcare Laws, in all material respects;

- (r) none of the Company or any of the Material Subsidiaries has received any notice, warning letter or other correspondence or notice from any Governmental Authority (A) alleging that the structure contemplated by the Specified Agreements is not compliant in any material respect with applicable Laws, (B) requesting additional information regarding the Specified Agreements or the structure contemplated thereby, or (C) otherwise questioning the validity or compliance with applicable law of the Specified Agreements; none of the counterparties to any of the Specified Agreements have provided written notice or, to the knowledge of the Company, oral notice, of any dispute with the Company or any of the Subsidiaries, or any desire to terminate any Specified Agreement;
- (s) neither the Company nor any Material Subsidiary, nor any director or officer of the Company or any Material Subsidiary, nor, to the knowledge of the Company, any agent, employee, contractor or representative of the Company or any Material Subsidiary is or has been found guilty of material professional misconduct by any College, has had material restrictions or limitations imposed by any College, been suspended or excluded, or has had an Authorization revoked, been convicted of any crime, engaged in any conduct or is subject to a College or governmental inquiry, investigation, proceeding or other similar action that would result in a finding of professional misconduct by any College, the addition of material restrictions or limitations imposed by any College, suspension or exclusion from any federal, provincial, territorial, municipal, local or foreign government health care program, College or system or a revocation an Authorization or College disciplinary action. Neither the Company nor any Material Subsidiary has any ongoing reporting obligations pursuant to any monitoring agreements, settlement orders, plans of correction or similar agreements with or imposed by a Governmental Authority;
- (t) the Company and each of the Material Subsidiaries possesses such permits, certificates, licences, approvals, registrations, qualifications, consents and other authorizations (collectively, "**Governmental Licences**") issued by the appropriate Governmental Authority necessary to conduct the business now operated by it or as contemplated in all jurisdictions in which it carries on business, other than those that individually or in aggregate would not have a Material Adverse Effect. The Company and each of the Material Subsidiaries is in compliance with the terms and conditions of all such Governmental Licences, except for instances of non-compliance which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. All of such Governmental Licences are in good standing, valid and in full force and effect. The Company has no reason to believe that any party granting any such Governmental Licenses is considering limiting, suspending, modifying, withdrawing or revoking the same in any material respect;
- (u) the Company and each of the Material Subsidiaries has operated and is currently in material compliance with all applicable rules, regulations and policies of Health Canada or any other Governmental Authority having jurisdiction over it and its activities;
- (v) the Company and each of the Material Subsidiaries: (i) is, and in the three previous years, has been in compliance in all material respects with all applicable statutes, rules, regulations, ordinances, orders, by-laws, decrees and guidance applicable to it under any

Laws relating in whole or in part to health and safety and/or the environment, any implementing regulations pursuant to any of the foregoing, and all similar or related federal, state, provincial or local healthcare statutes, regulations and directives applicable to the business of the Company, including but not limited to applicable Laws concerning fee-splitting, kickbacks, corporate practice of medicine, disclosure of ownership, related party requirements, survey, certification, licensing, civil monetary penalties, self-referrals, or Laws concerning the privacy and/or security of personal health information and breach notification requirements concerning personal health information (collectively, "**Applicable Healthcare Laws**"); (ii) has not received any correspondence or notice from any Governmental Authority alleging or asserting material non-compliance with any Applicable Healthcare Laws or any Governmental Licences required by any such Applicable Healthcare Laws; (iii) has not received notice of any pending or threatened claim, suit, proceeding, charge, hearing, enforcement, audit, inspection, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Company, the Material Subsidiaries or any of their directors, officers and/or employees is in material violation of any Applicable Healthcare Laws or Governmental Licences required by any such Applicable Healthcare Laws and has no knowledge or reason to believe that any such Governmental Authority or third party is considering or would have reasonable grounds to consider any such claim, suit, proceeding, charge, hearing, enforcement, audit, inspection, investigation, arbitration or other action; and (iv) either directly has, or indirectly on its behalf has, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Healthcare Laws or Governmental Licences required by any such Applicable Healthcare Laws in order to keep all Governmental Licences in good standing, valid and in full force (except where the failure to so file, declare, obtain, maintain or submit would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect), and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission);

- (w) the Company and each Material Subsidiary has implemented measures required to comply in all material respects with applicable privacy, data privacy, health privacy, security and consumer protection laws and all regulations promulgated thereunder (collectively, "**Privacy Laws**");
- (x) the Company and each Material Subsidiary has reasonable security measures and safeguards in place to protect personal information and personal health information it collects from patients and other parties from loss, theft, illegal or unauthorized access or copying, use, modification, disclosure or other misuse by its personnel or third parties in a manner that violates the rights of third parties or any laws, including Privacy Laws. The Company and the Material Subsidiaries are in compliance with, and have complied, in all material respects with, Privacy Laws, and to the knowledge of the Company, none has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any personal information or personal health information protected under Privacy Laws, in an unlawful manner, or received any inspection report, notice of adverse finding, warning letter, untitled letter or other correspondence or notice, or been subject to any disciplinary proceedings, from or by any Governmental Authority alleging or

asserting any material non-compliance with (x) any Privacy Laws or (y) any Authorizations required by any such Privacy Laws;

- (y) no applicable certification organization that has reviewed the Company's or any of the Material Subsidiaries' compliance with Privacy Laws has rejected the Company's or any of the Material Subsidiaries' application for certification;
- (z) none of the Company or any Material Subsidiary has received notice of any action pending or recommended by any Governmental Authority (including a Regulatory Authority) to terminate, suspend, limit, withdraw, or forfeit the participation of the Company in any government program;
- (aa) except for ordinary course inquiries by Regulatory Authorities, no Regulatory Authority is presently alleging or asserting, or, to the Company's knowledge, threatening to allege or assert, material non-compliance with any applicable legal requirement or registration in respect of the products of the Company or any of its Subsidiaries;
- (bb) except for such matters as would not, individually or in the aggregate, have a Material Adverse Effect, no existing supplier, distributor, service provider, manufacturer or contractor of the Company or any Material Subsidiary has indicated to the Company or any Material Subsidiary that it intends to terminate its relationship with the Company or such Subsidiary or that it will be unable to meet the Company's or Subsidiary's supply, distribution, service, manufacturing or contracting requirements;
- (cc) the Company is not in material breach or violation of or default under, and, to the knowledge of the Company, no event or omission has occurred which after notice or lapse of time or both, would constitute a material breach or violation of or default under, or would result in the acceleration or maturity of any indebtedness or other material liabilities or obligations under any mortgage, hypothec, note, indenture, contract, agreement (written or oral), instrument, lease, or other document to which it is a party or is subject or by which it or its assets or properties are bound;
- (dd) there are no Proceedings that would have a Material Adverse Effect and the aggregate of all pending Proceedings, including routine litigation, would not reasonably be expected to have a Material Adverse Effect if determined unfavourably against the Company or the Material Subsidiaries;
- (ee) no Governmental Authority has issued any order preventing or suspending the trading of any of the Company's securities, the use of the Offering Documents or the Distribution of the Offered Securities or the Over-Allotment Option and, to the knowledge of the Company, no investigation, order, inquiry or proceeding has been commenced or is pending or, to the knowledge of the Company, is contemplated or threatened by any such authority;
- (ff) the Financial Statements have been prepared in accordance with Canadian Securities Laws and IFRS, applied on a consistent basis throughout the periods involved, and fairly present in all material respects the consolidated financial position, results of operations, earnings and cash flow of the Company as at the dates and for the periods indicated and do not contain a misrepresentation;

- (gg) the auditors who reported on and certified the Audited Financial Statements have represented to the Company that they are independent with respect to the Company within the meaning of the rules of professional conduct of the Institute of Chartered Professional Accountants of Ontario and there has never been any "reportable event" (as such term is defined in NI 51-102) with the auditors or any former auditor of the Company;
- (hh) other than as disclosed in the Financial Statements or the Disclosure Record, there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or the Material Subsidiaries, including with any unconsolidated entities or other persons, that may reasonably be expected to have a Material Adverse Effect;
- (ii) the audit committee's responsibilities and composition comply with National Instrument 52-110 - *Audit Committees*;
- (jj) except as disclosed in the Disclosure Record, to the knowledge of the Company, none of the directors, executive officers or shareholders who beneficially own, directly or indirectly, or exercise control or direction over, more than 10% of the outstanding Common Shares or any known associate or affiliate of any such person, had or has any material interest, direct or indirect, in any transaction within the three years prior to the date hereof, or any proposed transaction, with the Company which, as the case may be, has materially affected or is reasonably expected to materially affect the Company and its Subsidiaries on a consolidated basis;
- (kk) the Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the financial statements to be fairly presented in accordance with IFRS and to maintain accountability for assets; (iii) access to its assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to differences;
- (ll) all income tax returns of the Company and the Material Subsidiaries required by applicable Law to be filed in any jurisdiction have been filed and all taxes shown on such returns or otherwise assessed which are due and payable have been paid, except tax assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided or except with respect to any matter which would not reasonably be expected to have a Material Adverse Effect. All other tax returns of the Company and the Material Subsidiaries required to be filed pursuant to any applicable Law have been filed, and all taxes shown on such returns or otherwise assessed which are due and payable have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided for in the Financial Statements. The Company and the Material Subsidiaries have made instalments of taxes as and when required. The Company and the Material Subsidiaries have duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any person, including any employee, officer, director, or non-resident person, the amount of all taxes and other deductions required by applicable Law to be withheld and has duly and timely remitted the withheld amount to the appropriate taxing or other authority;

- (mm) the Company and the Material Subsidiaries have satisfied all material obligations under, and there are no outstanding material defaults, breaches or violations with respect to, and no taxes, penalties, or fees are owing or exigible under or in respect of, any employee benefit, incentive, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, arrangements or practices relating to the current or former employees, officers or directors of the Company and the Material Subsidiaries maintained, sponsored or funded by them, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered and all contributions or premiums required to be paid thereunder have been made in a timely fashion and any such plan or arrangement which is a funded plan or arrangement is fully funded on an ongoing and termination basis;
- (nn) the Company and the Material Subsidiaries have good and marketable title to the respective property and assets owned by them, and hold a valid leasehold interest in all property leased by them, in each case with the Company's and the Material Subsidiaries' interest therein being free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, options to purchase, obligations to sell, pre-emptive rights, and restrictions or other adverse claims of any kind or nature other than those disclosed in the Disclosure Record and except for those which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;
- (oo) the Company and the Material Subsidiaries maintain insurance policies with reputable insurers against risks of loss of or damage to its properties, assets and business of such types and with such coverages as are customary in the case of entities engaged in the same or similar businesses and the Company and the Material Subsidiaries are not in default with respect to any provisions of such policies and have not failed to give any notice or to present any claim under any such policy in a due and timely manner;
- (pp) the Company and the Material Subsidiaries:
  - (i) and the property, assets and operations thereof comply in all material respects with all applicable Environmental Laws including any Environmental Activity undertaken thereon;
  - (ii) have not received any notice of any claim, judicial or administrative proceeding, pending or, to the knowledge of the Company, threatened against, the Company, the Material Subsidiaries or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws which, individually or in the aggregate, would reasonably be expected to be Material Adverse Effect, the Company is not aware of any facts which would reasonably be expected to give rise to any such claim or judicial or administrative proceeding and, to the Company's knowledge, neither the Company nor any Material Subsidiary, nor any of the property, assets or operations of any of them, is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;

- (iii) except in compliance with Environmental Law, have not given or filed any notice under any federal, state, provincial or local law with respect to any Environmental Activity, the Company and the Material Subsidiaries do not, to the Company's knowledge, have any material liability (whether contingent or otherwise) in connection with any Environmental Activity and no notice has been given under any applicable Law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting any of the Company or the Material Subsidiaries or the property, assets, business or operations of any of them; and
- (iv) except in compliance with Environmental Law, have not stored any Contaminants on the property thereof and have not disposed of any Contaminants in a manner contrary to any Environmental Laws;
- (qq) to the best of the Company's knowledge, the License Owners had and have all rights to validly grant the PharmaChoice License to the Company. Pursuant to the PharmaChoice License the Company has a non-exclusive right to use (as currently used by the Company and the Material Subsidiaries), the Trademarks and Other IP (as those terms are defined in the PharmaChoice License) and the interests in the PharmaChoice License as described in the Disclosure Record are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever arising from any activity of the Company and no other rights are necessary for the conduct of the activities of the Company and/or the Material Subsidiaries in connection with the PharmaChoice License as currently conducted, and none of the Company or any Material Subsidiary knows of any claim or the basis for any claim that might or could materially adversely affect the right thereof to use, transfer or otherwise exploit such rights;
- (rr) all assessments or other work required to be performed in relation to the PharmaChoice License and the rights of the Company in order to maintain the PharmaChoice License, if any, have been performed to date and the Company and each of the Material Subsidiaries has complied in all material respects with all applicable governmental laws, regulations and policies in this regard as well as with regard to legal, contractual obligations to third parties in this regard except for any non-compliance which would not either individually or in the aggregate have a Material Adverse Effect; all such rights are in good standing in all material respects as of the date of the Offering Documents;
- (ss) each of the Company and the Material Subsidiaries owns or has the right to use all of the Intellectual Property owned or used by it as of the date hereof. All registrations, if any, and filings necessary to preserve the rights of the Company and the Material Subsidiaries in the material Intellectual Property have been made and are in good standing. Neither the Company nor any Material Subsidiary has any material pending action or proceeding, nor, to the knowledge of the Company, any material threatened action or proceeding, against any person with respect to the use of the Intellectual Property, and there are no circumstances which cast doubt on the validity or enforceability of the material Intellectual Property owned or used by the Company or the Material Subsidiaries. The conduct of the Company's and the Material Subsidiaries' business, taken as a whole, does not, to the knowledge of the Company, infringe upon the intellectual property rights of any other person. Neither the Company nor any Material Subsidiary has any pending action or proceeding, nor, to the knowledge of the Company, is there any threatened action or

proceeding against it or any Material Subsidiary with respect to the Company's or the Material Subsidiaries' use of the Intellectual Property. No third parties have rights to any material Intellectual Property that is owned by the Company or the Material Subsidiaries, except as disclosed in the Disclosure Record or other than rights acquired pursuant to non-exclusive licenses granted by the Company or the Material Subsidiaries in the ordinary course of business. None of the Intellectual Property that is owned by the Company or the Material Subsidiaries comprises an improvement to any Intellectual Property that would give any third person any rights to any such Intellectual Property, including, without limitation, rights to license any such Intellectual Property;

- (tt) there is no ongoing, pending, or to the Company's knowledge, threatened, action, suit, proceeding or claim by others that the business as currently conducted, by the Company or any of the Material Subsidiaries infringes or otherwise violates (or would infringe or otherwise violate upon commercialization of the Company's products under development) any Intangible Property of others;
- (uu) there is no ongoing, pending or, to the Company's knowledge, threatened, action, suit, proceeding or claim by others challenging the validity or enforceability of any of the Company's or any Material Subsidiary's Intellectual Property;
- (vv) the Company has no knowledge of any third parties who have rights to any of the Company's or any Material Subsidiary's Intellectual Property except for the ownership rights of the owners of the Company's or any Material Subsidiary's Intellectual Property, as applicable, which are licensed to the Company and/or any of the Material Subsidiaries;
- (ww) the Company and the Material Subsidiaries have complied in all material respects with all applicable privacy and consumer protection Laws and neither has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy Laws, whether collected directly or from third parties, in an unlawful manner. The Company and the Material Subsidiaries have taken all reasonable steps to protect Personally Identifiable Information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse;
- (xx) except as disclosed in the Offering Documents or in the Disclosure Record, since December 31, 2024:
  - (i) there has not been any material change (actual, anticipated, contemplated or threatened) in the Condition of the Company;
  - (ii) there has not been any material change in the capital stock or long-term or short-term debt of the Company and the Material Subsidiaries, taken as a whole; and
  - (iii) there has been no transaction out of the ordinary course of business that is material to the Company and the Material Subsidiaries, taken as a whole;
- (yy) the minute books of the Company and the Material Subsidiaries are, in all material respects, true and correct and contain copies of all minutes of all meetings and all resolutions of the directors, committees of directors and shareholders of the Company and the Material Subsidiaries, as applicable;

- (zz) none of the documents forming the Disclosure Record filed by or on behalf of the Company with any Securities Commission or the TSXV, contain a misrepresentation, determined as at the date of filing, which has not been corrected by the filing of a subsequent document which forms part of the Disclosure Record;
- (aaa) other than the Underwriters and the Selling Firms, there is no person acting or purporting to act at the request of the Company, who is entitled to any brokerage, commission or agency fee in connection with the sale of the Offered Securities;
- (bbb) no material work stoppage, strike, lock-out, labour disruption, dispute grievance, arbitration, proceeding or other conflict with the employees of the Company or the Material Subsidiaries currently exists or, to the knowledge of the Company, is imminent or pending and the Company and the Material Subsidiaries are in material compliance with all provisions of all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours;
- (ccc) there are no complaints against the Company or the Material Subsidiaries before any employment standards branch or tribunal or human rights tribunal, nor has there been any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation that would reasonably be expected to have a Material Adverse Effect. There are no outstanding decisions or settlements or pending settlements under applicable employment standards Laws which place any material obligation upon the Company and the Material Subsidiaries to do or refrain from doing any act. The Company and the Material Subsidiaries are currently in material compliance with all workers' compensation, occupational health and safety and similar Laws, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders against the Company or the Material Subsidiaries under applicable workers' compensation, occupational health and safety or similar Laws nor has any event occurred which may give rise to any such claim or order;
- (ddd) neither the Company nor any Material Subsidiary is party to any collective bargaining agreements with unionized employees. No action has been taken or, to the knowledge of the Company, is contemplated to organize or unionize any employees of the Company or the Material Subsidiaries that would reasonably be expected to have a Material Adverse Effect;
- (eee) the Company has disclosed, to the extent required by applicable Canadian Securities Laws, all Employee Plans, each of which has been maintained in all material respects with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plans;
- (fff) neither the Company nor any Material Subsidiary, nor, to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to the Company or the Material Subsidiaries, including but not limited to Canada's *Corruption of Foreign Public Officials Act*; or (ii) made or received a bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

- (ggg) the operations of the Company and the Material Subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Applicable Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Authority involving the Company or the Material Subsidiaries with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of the Company, pending or threatened;
- (hhh) the Common Shares are listed and posted for trading on the TSXV and prior to the Closing Time, all necessary notices and filings will have been made with and all necessary consents, approvals, authorizations will have been obtained by the Company from the TSXV to ensure that, subject to fulfilling customary listing conditions, the Common Shares partially comprising the Units, the Common Shares partially comprising the Option Units, the Warrant Shares issuable upon exercise of the Warrants, the Compensation Shares and the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants will be listed and posted for trading on the TSXV upon their issuance;
- (iii) the Common Shares underlying the Units, Warrant Shares, Compensation Shares, and Compensation Warrant Shares have been conditionally listed or approved for listing on the TSXV, subject only to satisfaction by the Company of standard listing conditions;
- (jjj) except for the formal written consent of the TSXV, there are no third party consents required to be obtained in order for the Company to complete the Offering;
- (kkk) TSX Trust Company, at its principal offices in Calgary, Alberta has been duly appointed as the registrar and transfer agent for the Common Shares;
- (lll) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Offered Securities, the Common Shares or any other security of the Company has been issued or made by any Securities Commission or stock exchange or any other regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the Company's knowledge, contemplated or threatened by any such authority or under any Canadian Securities Laws;
- (mmm) the business and material property and assets of the Company and the Material Subsidiaries conform in all material respects to the descriptions thereof contained in the Offering Documents;
- (nnn) all forward-looking information and statements of the Company contained in the Offering Documents and the assumptions underlying such information and statements, subject to any qualifications contained therein, including any forecasts and estimates, expressions of opinion, intention and expectation, as at the time they were or will be made, were or will be made on reasonable grounds;
- (ooo) the statistical, industry and market related data included, or incorporated by reference, in the Prospectus are derived from sources which the Company reasonably believes to be accurate, reasonable and reliable as at the date of the applicable document and, the

Company has no reason to believe that such data is inconsistent with the sources from which it was derived;

- (ppp) the Company is not insolvent (within the meaning of applicable Laws), is able to pay its liabilities as they become due and has sufficient working capital to fund its operations for 12 months following the Closing Date;
- (qqq) the Company has not withheld from the Underwriters any adverse material facts relating to the Company, any of the Material Subsidiaries or the Offering;
- (rrr) the Company: (i) has not made any significant acquisitions as such term is defined in Part 8 of NI 51-102 in its current financial year or prior financial years in respect of which historical and/or pro forma financial statements or other information would be required to be included or incorporated by reference into the Prospectus and for which a business acquisition report has not been filed under NI 51-102; (ii) has not entered into any agreement or arrangement in respect of a transaction that would be a significant acquisition for purposes of Part 8 of NI 51-102; and (iii) there are no proposed acquisitions by the Company that have progressed to the state where a reasonable person would believe that the likelihood of the Company completing the acquisition is high and would be a significant acquisition for the purposes of Part 8 of NI 51-102 if completed as of the date of the Prospectus Supplement;
- (sss) the Company is not currently party to any agreement providing for the change of control of the Company (whether by sale or transfer of shares or sale of all or substantially all of the assets and properties of the Company or otherwise);
- (ttt) the Company is as of the date hereof an Eligible Issuer in the Qualifying Jurisdictions and, on the dates of and upon filing of the Prospectus Supplement, will be an Eligible Issuer in the Qualifying Jurisdictions and there will be no documents required to be filed under Canadian Securities Laws in connection with the Offering of the Offered Securities that will not have been filed as required as at those respective dates except for such documents which may be filed concurrently with the filing of the Prospectus Supplement;
- (uuu) the Offered Securities qualify as qualified investments as described in the Base Prospectus under the heading "Eligibility for Investment" and the Company will not take or permit any action within its control which would cause the Offered Securities to cease to be qualified, during the period of distribution of the Offered Securities, as qualified investments to the extent so described in the Prospectus; and
- (vvv) all statements made in the Prospectus describing the Offered Securities and the respective attributes thereof are complete and accurate in all material respects.

8.2 Any certificate signed by any officer on behalf of the Company and delivered to the Underwriters or their counsel in connection with the Offering shall be deemed to be a representation and warranty by the Company as to matters covered thereby to the Underwriters.

## SECTION 9 DISTRIBUTION OF OFFERED SECURITIES

9.1 Each Underwriter hereby severally, and not jointly, nor jointly and severally, represents and warrants to the Company that:

- (a) it is, and will remain so, until completion of the Offering, appropriately registered under Canadian Securities Laws so as to permit it to lawfully fulfill its obligations hereunder; and
- (b) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein.

9.2 The Underwriters shall, and shall require any investment dealer (other than the Underwriters) with which the Underwriters have a contractual relationship in respect of the distribution of the Offered Securities (each, a "**Selling Firm**") to agree to, comply with Canadian Securities Laws in connection with the distribution of the Offered Securities and shall offer the Offered Securities for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriters shall, and shall require any Selling Firm to agree to, offer for sale to the public and sell the Offered Securities only in those jurisdictions outside of the Qualifying Jurisdictions where permitted by and in accordance with Canadian Securities Laws and the applicable securities Laws of such other jurisdictions, and provided that in the case of jurisdictions other than the Qualifying Jurisdictions, the Company shall not be required to become registered or file a prospectus or registration statement or similar document in such jurisdictions and the Company will not be subject to any continuous disclosure requirements in such jurisdiction. The Underwriters shall: (i) use all commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Securities as soon as reasonably practicable; and (ii) as soon as practicable after the completion of the distribution of the Offered Securities, and in any event within 30 days after the later of the Closing Date or the last Option Closing Date, notify the Company thereof and provide the Company with a breakdown of the number of Offered Securities distributed in each of the Qualifying Jurisdictions.

9.3 Subject to Section 9.1, the Underwriters and any Selling Firm shall be entitled to offer and sell the Units and Option Units to purchasers that are in other jurisdictions outside of the Qualifying Jurisdictions in accordance with any applicable securities and other laws in the jurisdictions in which the Underwriters and/or Selling Firms offer the Offered Securities (provided that no prospectus or similar document is required to be filed in any such jurisdiction and the Company is not otherwise made subject to any ongoing compliance with any law or other regulation or rule).

9.4 For the purposes of this Section 9, the Underwriters shall be entitled to assume that the Offered Securities are qualified for distribution in any Qualifying Jurisdiction.

9.5 During the Distribution of the Offered Securities, other than the Offering Documents, the press release announcing the Offering, and the Marketing Material, the Underwriters shall not provide any potential investor with any materials or written communication in relation to the Distribution of the Offered Securities. The Company and the Underwriters, on a several basis, each covenant and agree: (a) not to provide any potential investor of Offered Securities with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Securities Commissions on or before the day such marketing materials are first provided to any potential investor of Offered Securities; (b) not to provide any potential investor in the Qualifying Jurisdictions with any materials or information in relation

to the Distribution of the Offered Securities or the Company other than: (i) such marketing materials that have been approved and filed in accordance with NI 44-101 and 44-102; (ii) the Prospectus and any Supplementary Material; and (iii) any "standard term sheets" (within the meaning of Canadian Securities Laws) approved in writing by the Company and the Underwriters; and (c) that any marketing materials approved and filed in accordance with NI 44-101 and NI 44-102 and any standard term sheets approved in writing by the Company and the Underwriters shall only be provided to potential investors in the Qualifying Jurisdictions.

9.6 Neither the Company, nor the Underwriters shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable Laws or stock exchange rules. For greater certainty, during the period commencing on the date hereof and until completion of the Distribution of the Offered Securities, the Company will promptly provide to the Underwriters drafts of any press releases of the Company for review and comment by the Underwriters and the Underwriters' counsel prior to issuance, provided that any such review will be completed in a timely manner, and the Company will incorporate in such press releases all reasonable comments of the Underwriters. Any press release shall contain, in substantially the following form, a legend as set forth in, and shall comply with, Rule 135e under the 1933 Act: "NOT FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES."; and "This news release does not constitute an offer to sell or a solicitation of an offer to sell 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 or for the account or benefit of U.S. persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available."

## SECTION 10 COVENANTS OF THE COMPANY

10.1 The Company covenants and agrees with the Underwriters that the Company:

- (a) will promptly provide to the Underwriters and its counsel, during the period commencing on the date hereof and until completion of the Distribution of the Units, drafts of any filings to be made with any securities exchange or regulatory body in Canada or any other jurisdiction by the Company or the Material Subsidiaries of information relating to the Offering or pursuant to the Company's or the Material Subsidiaries' continuous disclosure obligations under applicable Canadian Securities Laws for review by the Underwriters and their legal counsel prior to filing, and give the Underwriters and their counsel a reasonable opportunity to provide comments on such filing, subject to the Company's timely disclosure obligations under applicable Canadian Securities Laws;
- (b) has complied and shall comply with the requirements of Part 6A of NI 44-102 to enable delivery of the Prospectus and any amendment or supplement thereto, as the case may be, to be made through access thereto where permitted by NI 44-102;
- (c) will advise the Underwriters, promptly after receiving notice thereof, of the time when the Prospectus Supplement and any Supplementary Material have been filed;
- (d) will advise the Underwriters, promptly after receiving notice or obtaining knowledge of: (i) the issuance by any Securities Commission of any order suspending or preventing the use

of any of the Offering Documents or suspending or seeking to suspend the trading of the Offered Securities; (ii) the suspension of the qualification of the Offered Securities for Distribution in any of the Qualifying Jurisdictions; (iii) the institution, threatening or contemplation of any proceeding for any such purposes; or (iv) any requests made by any Securities Commission for amending or supplementing any of the Offering Documents or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order or any suspension respectively referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof promptly or if any such suspension occurs, to promptly remedy such suspension in accordance with this Agreement;

- (e) prior to the Closing Date or Option Closing Date, as applicable, make all reasonable arrangements that are within the control of the Company for the electronic deposit of the Common Shares and Warrants comprising the Units and Option Units pursuant to the non-certificated issue system of CDS on the Closing Date or Option Closing Date, as applicable. All fees and expenses payable to CDS and/or the transfer agent in connection with the electronic deposit and the fees and expenses payable to CDS in connection with the initial or additional transfers as may be required in the course of the Distribution of the Units and Option Units shall be borne by the Company;
- (f) will use its commercially reasonable efforts to remain, and to cause each of the Material Subsidiaries to remain, until the expiry date of the Warrants, a corporation validly subsisting under the laws of its jurisdiction of incorporation or amalgamation, and to be duly licensed, registered or qualified as an extra-provincial or foreign corporation or entity in all jurisdictions where the character of its properties owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and to carry on its business in the ordinary course and in compliance in all material respects with all applicable Laws of each such jurisdiction, provided that the Company shall not be required to comply with this Section following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "reporting issuer" (within the meaning of the *Business Corporations Act* (Alberta)) and provided that the foregoing is subject to the obligations of the directors to comply with their fiduciary duties to the Company;
- (g) will use its commercially reasonable efforts to maintain:
  - (i) its status as a "reporting issuer" under Canadian Securities Laws and not in default of any requirement of such Canadian Securities Laws until the expiry date of the Warrants; and
  - (ii) the listing of the Common Shares and, if and when listed, the listing of the Warrants, on the TSXV or such other recognized stock exchange or quotation system as the Underwriters, may approve (acting reasonably), until the expiry date of the Warrants,

provided that (A) the foregoing is subject to the obligations of the directors to comply with their fiduciary duties to the Company; and (B) the Company shall not be required to comply with this Section following the completion of a merger, amalgamation, arrangement,

business combination or take-over bid pursuant to which the Company ceases to be a "reporting issuer" (within the meaning of the *Business Corporations Act* (Alberta));

- (h) will use its commercially reasonable efforts to ensure that the Common Shares partially comprising the Offered Securities, the Warrant Shares issuable upon the exercise of the Warrants, the Compensation Shares issuable upon the exercise of the Compensation Options and the Compensation Warrant Shares issuable upon the exercise of the Compensation Warrants are listed and posted for trading on the TSXV on the Closing Date;
- (i) will use its commercially reasonable efforts to obtain the listing of the Warrants on the TSXV on the Closing Date (or as soon as reasonably practicable thereafter), subject to the Underwriters satisfying the public distribution requirements of the TSXV for the Warrants to be listed thereon;
- (j) will apply the net proceeds from the issue and sale of the Units and the Option Units in accordance with the disclosure set out under the heading "Use of Proceeds" in the Prospectus Supplement, except for circumstances where, for sound business reasons, a reallocation of the net proceeds may be necessary;
- (k) prior to the Closing Date or Option Closing Date, as the case may be, will promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriters may reasonably require from time to time for the purpose of giving effect to this Agreement and the transactions contemplated hereby, including to the Offering, and take all such steps as may be reasonably required within its power to implement to the full extent the provisions, and to satisfy the conditions, of this Agreement as it relates to the sale and issuance of Offered Securities;
- (l) will forthwith notify the Underwriters of the breach of any covenant of this Agreement in any material respect by the Company, or upon the Company becoming aware that any representation or warranty of the Company contained in this Agreement or any document, instrument, certificate or other agreement delivered pursuant hereto is or was untrue or inaccurate in any material respect at the time such representation or warranty was made;
- (m) subject to compliance with Canadian Securities Laws, will not, at any time prior to the Closing of the Offering, halt the trading of the Common Shares on the TSXV without the prior written consent of the Underwriters (such consent not to be unreasonably withheld);
- (n) will duly execute and deliver the Warrant Indenture and the Compensation Option Certificates at the Closing Time on the Closing Date and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;
- (o) will ensure that at the Closing Time on the Closing Date or Option Closing Date, as applicable, the Warrants are duly and validly created, authorized and issued and shall have attributes corresponding in all material respects to the description set forth in the Warrant Indenture;
- (p) will ensure that at the Closing Time on the Closing Date or Option Closing Date, as applicable, the Compensation Options are duly and validly created, authorized and issued

and shall have attributes corresponding in all material respects to the description set forth in the Compensation Option Certificates;

- (q) ensure that the Warrant Shares issuable upon the exercise of the Warrants, the Compensation Shares issuable upon the exercise of the Compensation Options and the Compensation Warrant Shares issuable upon the exercise of the Compensation Warrants shall, upon issuance in accordance with terms thereof and receipt by the Company of payment therefore, be duly issued as fully paid and non-assessable Common Shares;
- (r) ensure that, at all times prior to the expiry date of the Warrants, Compensation Warrants and Compensation Options, as applicable, a sufficient number of Warrant Shares, Compensation Warrant Shares and Compensation Shares, as applicable, are allotted and reserved for issuance upon the exercise of the Warrants, Compensation Warrants and Compensation Options, as applicable;
- (s) shall cause each of the directors and officers of the Company (the "**Locked-Up Parties**"), to agree, in a lock-up agreement to be executed on the Closing Date, that for a period of 90 days from the Closing Date, each Locked-Up Party will not, directly or indirectly, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, any Common Shares or securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Company, without the prior written consent of Canaccord, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Locked-Up Parties shall be entitled to exercise any convertible securities existing as at the date hereof, in accordance with the terms thereof (provided that any Common Shares obtained by such exercise shall remain subject to the restrictions contained herein); and
- (t) will, prior to the Closing Date or Option Closing Date, as the case may be, make available management of the Company for meetings with investors as scheduled by the Underwriters at the discretion of the Underwriters acting reasonably.

## **SECTION 11 CLOSING CONDITIONS**

11.1 The Underwriters' obligation to purchase the Units at the Closing Time on the Closing Date shall be subject to the following conditions, which conditions are for the sole benefit of the Underwriters and may be waived, in writing, in whole or in part by the Underwriters in their sole discretion:

- (a) the Underwriters shall have received at the Closing Time favourable legal opinions, dated the Closing Date, addressed to the Underwriters and to their counsel, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, from DLA Piper (Canada) LLP, and such local counsel in such Qualifying Jurisdictions where the Company's counsel is not qualified to practice law as are acceptable to the Underwriters' counsel, and all of such counsel may rely upon, only as to matters of fact, certificates of public officials and officers of the Company, and letters from stock exchange representatives and transfer agents, with respect to the following matters:

- (i) the Company is a corporation existing under the *Business Corporations Act* (Alberta) and has all requisite corporate power, capacity and authority to carry on its business and to own, lease and operate its property and assets and to execute, deliver and perform its obligations under this Agreement, the Warrant Indenture and the Compensation Option Certificates, including to offer, issue, sell and deliver the Units, the Option Units, the Common Shares, the Warrants, the Warrant Shares, the Compensation Options, the Compensation Shares, the Compensation Warrants, the Compensation Warrant Shares and to grant the Over-Allotment Option;
- (ii) the Company is a "reporting issuer", or its equivalent, in each of the provinces of Canada, other than Quebec, and it is not listed as in default of Canadian Securities Laws in any of the provinces of Canada which maintain such a list;
- (iii) as to the authorized share capital of the Company, and as to the number of issued and outstanding shares in the capital of the Company;
- (iv) the Common Shares partially comprising the Units have been duly authorized and issued and upon receipt by the Company of payment therefor by the Underwriters as provided by this Agreement will be validly issued and outstanding as fully-paid and non-assessable Common Shares in the capital of the Company, and the Common Shares partially comprising the Option Units have been duly authorized, reserved and allotted for issuance and, upon receipt by the Company of payment therefor by the Underwriters as provided by this Agreement, will be validly issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Company;
- (v) the Warrants have been validly created and issued by the Company;
- (vi) the Warrant Shares issuable upon the exercise of the Warrants have been authorized and allotted for issuance and, upon the due exercise of the Warrants in accordance with the terms thereof and receipt by the Company of payment therefor, will be validly issued as fully paid and non-assessable Common Shares in the capital of the Company;
- (vii) the Compensation Options have been validly created and issued by the Company;
- (viii) the Compensation Shares and Compensation Warrant Shares issuable upon the exercise of the Compensation Options and Compensation Warrants have been authorized and allotted for issuance and, upon the due exercise of the Compensation Options and Compensation Warrants in accordance with the terms thereof and receipt by the Company of payment therefor, will be validly issued as fully paid and non-assessable Common Shares in the capital of the Company;
- (i) each Material Subsidiary is a corporation existing under the laws of its respective jurisdiction of incorporation and has all requisite corporate power, authority and capacity to carry on its business and to own, lease and operate its property and assets;

- (ii) that all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Prospectus and Prospectus Supplement and the filing thereof with the Securities Commissions under the Canadian Securities Laws in each of the Qualifying Jurisdictions;
- (iii) that all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of this Agreement, the Warrant Indenture, the Compensation Warrants and the Compensation Option Certificates and the performance of the Company's obligations hereunder and thereunder, including to offer, issue, sell and deliver the Units, the Option Units, the Common Shares, the Warrants, the Warrant Shares, the Compensation Options, the Compensation Shares, the Compensation Warrants, the Compensation Warrant Shares and this Agreement, the Warrant Indenture, the Compensation Option Certificates have each been duly authorized, executed and delivered by the Company, and constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to customary qualification for enforceability;
- (iv) that the execution and delivery of this Agreement, the Warrant Indenture and the Compensation Option Certificates by the Company and the performance of the Company's obligations hereunder and thereunder, including to offer, issue, sell and deliver the Units, the Option Units, the Common Shares, the Warrants, the Warrant Shares, the Compensation Options, the Compensation Shares, the Compensation Warrants, the Compensation Warrant Shares and to grant the Over-Allotment Option, do not and will not contravene, or constitute a default under, or result in a breach or violation of, and do not and will not create a state of facts which, after notice or lapse of time or both, will contravene, constitute a default under, or result in a breach or violation of any of the terms, conditions or provisions of the articles or bylaws of the Company or any applicable Canadian Securities Laws;
- (v) that the attributes of the Offered Securities, the Warrant Shares, the Compensation Options, the Compensation Shares, the Compensation Warrants and the Compensation Warrant Shares conform in all material respects with the descriptions thereof in the Prospectus;
- (vi) that the Common Shares partially comprising the Units, the Warrant Shares, the Compensation Shares and the Compensation Warrant Shares have been conditionally approved for listing on the TSXV, subject only to customary and standard post-closing conditions imposed by the TSXV in similar circumstances;
- (vii) the statements under the heading "Eligibility for Investment" and "Certain Canadian Federal Income Tax Considerations" in the Prospectus in so far as they purport to describe the provisions of the laws referred to therein are fair and accurate summaries of the matters discussed therein, subject to the assumptions, qualifications, limitations and restrictions set out therein;
- (viii) TSX Trust Company, at its principal office in the City of Calgary has been duly appointed as the transfer agent and registrar for the Common Shares and TSX

Trust Company, at its principal office in the City of Calgary has been duly appointed as the warrant agent in respect of the Warrants;

- (ix) that all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits, consents and authorizations of the Securities Commissions required under Canadian Securities Laws have been obtained, in each case by the Company, to qualify the Distribution of the Offered Securities and the Over-Allotment Option in each of the Qualifying Jurisdictions by or through dealers who are duly and properly registered in the appropriate category under the Canadian Securities Laws and who have complied with all relevant provisions of such Canadian Securities Laws and the terms of their registration; and
  - (x) that the issuance of the Warrant Shares issuable upon exercise of the Warrants, the issuance of the Compensation Shares upon exercise of the Compensation Options and the issuance of the Compensation Warrant Shares upon exercise of the Compensation Warrants all in accordance with their terms, will be exempt from the prospectus requirements of applicable Canadian Securities Laws and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained by the Company under applicable Canadian Securities Laws to permit such issuance to such purchasers;
- (b) the Underwriters shall have received at the Closing Time a "bring down" comfort letter dated the Closing Date from the Company's auditors, MNP LLP, addressed to the Underwriters and the board of directors of the Company, in form and substance satisfactory to the Underwriters and its counsel, confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to Section 3.1(d) with such changes as may be necessary to bring the information therein forward to a date which is no earlier than two Business Days prior to the Closing Date, provided that such changes must be acceptable to the Underwriters;
- (c) the Underwriters shall have received at the Closing Time certificates dated the Closing Date, signed by appropriate officers of the Company, addressed to the Underwriters with respect to the articles and bylaws of the Company, all resolutions of the board of directors of the Company and other corporate action relating to this Agreement, the Warrant Indenture, the Compensation Option Certificates, the Offering and to the authorization, offer, issue, sale and delivery of the Offered Securities, the Warrant Shares, the Compensation Options, the Compensation Shares, the Compensation Warrants, the Compensation Warrant Shares and the grant of the Over-Allotment Option and the incumbency and specimen signatures of signing officers;
- (d) the Underwriters shall have received at the Closing Time a certificate or certificates dated the Closing Date and signed on behalf of the Company by the Chief Executive Officer and Chief Financial Officer of the Company or any other officer acceptable to the Underwriters, addressed to the Underwriters, certifying on behalf of the Company and without personal liability, that, except as disclosed in the Prospectus or any Supplementary Material:
- (i) since the date of the Prospectus Supplement:

- (A) there shall have been no adverse change (actual, anticipated, contemplated or threatened) in the Condition of the Company; and
- (B) no transaction out of the ordinary course of business has been entered into or is pending by the Company or the Subsidiaries (other than as disclosed as of the date hereof in the Disclosure Record),

that is material to the Company and the Subsidiaries taken as a whole;

- (ii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Offered Securities or any other securities of the Company shall have been issued or made by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, contemplated or threatened, by any Governmental Authority;
  - (iii) the Company shall have duly complied in all material respects with all the terms and conditions of this Agreement on its part to be complied with up to the Closing Time; and
  - (iv) the representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects (provided that any representations and warranties that are qualified as to materiality shall be true and correct in all respects) as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct, in all material respects (or, if qualified by materiality, in all respects), as of such date, after giving effect to the transactions contemplated by this Underwriting Agreement;
- (e) the Underwriters shall have received a certificate of status or the equivalent dated within one Business Day of the Closing Date, in respect of the Company and the Material Subsidiaries;
  - (f) the Underwriters shall have received at the Closing Time such other certificates, statutory declarations, agreements or materials, in form and substance satisfactory to the Underwriters and their counsel, as the Underwriters and their counsel may reasonably request;
  - (g) the Underwriters shall have received lock-up agreements from each of the Locked-Up Parties, dated as of the Closing Date, pursuant to Section 10.1(s) in favour of the Underwriters, in form and substance satisfactory to the Underwriters, acting reasonably;
  - (h) the Company shall have fulfilled, in all material respects, each of the covenants contained in this Agreement to the satisfaction of the Underwriters;
  - (i) the Underwriters shall have received the Compensation Option Certificates registered in such name or names as the Underwriters may notify the Company in writing not less than 24 hours prior to the Closing Time;

- (j) the Company shall have delivered to the Underwriters evidence of the approval (or conditional approval) of the listing and posting for trading of the Common Shares underlying the Units, Warrant Shares, Compensation Shares, and Compensation Warrant Shares on the TSXV, subject only to satisfaction by the Company of standard listing conditions;
- (k) there shall not be any misrepresentations in the Prospectus or any Supplementary Material or any undisclosed Material Adverse Change or undisclosed material facts relating to the Company, the Subsidiaries or the Offered Securities; and
- (l) the Underwriters shall have received a certificate from TSX Trust Company, the Company's registrar and transfer agent, as to the number of issued and outstanding Common Shares as at the end of the Business Day on the day prior to the Closing Date.

## SECTION 12 CLOSING

12.1 The Closing of the purchase and sale of the Offered Securities will be completed at the Closing Time on the Closing Date or Option Closing Date, as applicable, at the offices of the Company's counsel, or at any other place determined in writing by the Company and the Underwriters.

12.2 At the Closing Time on the Closing Date, the Company will deliver to the Underwriters:

- (a) certificates, DRS Statements or other electronic evidence of issue, as applicable, representing the Common Shares and Warrants comprising the Units to be sold by it on the Closing Time; registered in the name of "**CDS & Co.**" or other such name as instructed by the Underwriters, for deposit into the book entry only system administered by CDS Clearing and Depository Services Inc. ("**CDS**") or, alternatively, the Company shall deliver to the Underwriters in uncertificated form pursuant to the non-certificated inventory system of CDS if applicable, Common Shares and Warrants comprising the Units, registered in the name of "**CDS & Co.**" or other such name as instructed by the Underwriters; and
- (b) such further documentation as may be contemplated herein or as the Securities Commissions or TSXV may reasonably require,

against payment by the Underwriters of the aggregate Purchase Price for the Units by wire transfer to the order of the Company in Canadian same day funds or by such other method as the Company and the Underwriters may agree upon; provided that the Underwriters shall be entitled to set off against and deduct from the aggregate Purchase Price, the Underwriters' Fees payable by the Company in respect of the sale of the Units together with the estimated expenses of the Underwriters payable by the Company as contemplated in Section 15 hereof.

12.3 In the event the Over-Allotment Option is exercised in accordance with its terms, the Company will, at or prior to each Option Closing Time, deliver to the Underwriters:

- (a) certificates, DRS Statements or other electronic evidence of issue, as applicable, representing the Common Shares and Warrants comprising the Option Units to be sold by it on the Option Closing Time; registered in the name of "**CDS & Co.**" or other such name as instructed by the Underwriters, for deposit into the book entry only system administered by CDS Clearing and Depository Services Inc. ("**CDS**") or, alternatively, the Company shall

deliver to the Underwriters in uncertificated form pursuant to the non-certificated inventory system of CDS if applicable, Common Shares and Warrants comprising the Units, registered in the name of "CDS & Co." or other such name as instructed by the Underwriters;

- (b) the items listed in Section 11.1(a), Section 11.1(b), Section 11.1(c), Section 11.1(d) and Section 11.1(e), in each case dated the Option Closing Date, together with such further documentation as may be contemplated herein or as the Securities Commissions or TSXV may reasonably require,

against payment to the Company by the Underwriters on behalf of the Underwriters of the aggregate purchase price for such Option Units by wire transfer to the order of the Company in Canadian same day funds or by such other method as the Company and Underwriters may agree upon; provided that the Underwriters shall be entitled to set off against and deduct from the aggregate purchase price for the Option Units, the Underwriters' Fees payable by the Company in respect of the sale of the Option Units together with the estimated expenses of the Underwriters payable by the Company as contemplated in Section 15 hereof.

12.4 If applicable, the Company shall make all necessary arrangements for the exchange of definitive certificates delivered pursuant to Section 12.2(a) or Section 12.3(a), as applicable, on the date of delivery, at the principal offices of the registrars of the Company in the City of Calgary for certificates representing the securities contemplated under Section 12.2(a) or Section 12.3(a), as applicable, in such amounts and registered in such names as shall be designated by the Underwriters not less than 24 hours prior to the Closing Time or Option Closing Time, as applicable. The Company shall pay all fees and expenses payable to or incurred by the registrar of the Company in connection with the preparation, delivery, certification and exchange of the definitive certificates contemplated by this Section 12.4 and the fees and expenses payable to or incurred by the registrar of the Company in connection with such additional transfers required in the course of the distribution of the Units and any Option Units.

12.5 All or any part of the Underwriters' Fees and other expenses contemplated to be paid to the Underwriters under this Agreement may be subject to Federal Goods and Services Tax and/or Harmonized Sales Taxes and any other applicable sales taxes in which event a corresponding additional amount will be payable by the Company to the Underwriters promptly upon request therefor by the Underwriters.

### **SECTION 13 TERMINATION**

13.1 If prior to the Closing Time:

- (a) any inquiry, action, suit, investigation or other proceeding (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 a Securities Commission) (other than an inquiry, investigation, proceeding or order based upon the activities of the Underwriters), or there is a change in any law, rule or regulation, or the interpretation or administration thereof, which, in the reasonable opinion of the Underwriters, operates to prevent, restrict or otherwise seriously adversely affects the distribution or trading of the Common Shares or any other securities of the Company or the market price or value of the Common Shares or the Offered Securities;

- (b) there shall occur or come into effect any material change in the business, affairs (including, for greater certainty, any change to the board of directors or executive management of the Company, including the departure of the Company's Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or President (or persons in equivalent positions)), financial condition or financial prospects of the Company, capital or control of the Company and its subsidiaries, taken as a whole, or any change in any material fact or a new material fact, or there should be discovered any previously undisclosed fact, which in each case, in the reasonable opinion of the Underwriters (or any of them), has or could reasonably be expected to seriously adversely affect the market price, value or marketability of the Offered Securities;
- (c) there should develop, occur or come into effect or existence any event, action, state, condition or any action, law or regulation, inquiry, including, without limitation, terrorism, accident or major financial, political or economic occurrence of national or international consequence, any escalation in the severity of the COVID-19 pandemic from the date of this Agreement or any action, government, law, regulation, inquiry or other occurrence of any nature, which, in the reasonable opinion of the Underwriters, seriously adversely affects or involves, or may seriously adversely affect or involve, the financial markets in Canada or the U.S. or the business, operations or affairs of the Company;
- (d) an order shall have been made or threatened to cease or suspend trading in the Offered Securities or to otherwise prohibit or restrict in any manner the distribution or trading of the Offered Securities, or proceedings are announced or commenced for the making of any such order by any securities regulatory authority or similar regulatory or judicial authority or any stock exchange, which order has not been rescinded, revoked or withdrawn; or
- (e) the Company is in material breach of any term, condition or covenant of this Agreement that may not be reasonably expected to be remedied prior to the Closing Date, or any representation or warranty given by the Company herein becomes or is false,

then the Underwriters shall be entitled, at its option in accordance with Section 13.3, to terminate its obligations under this Agreement in respect of any Offered Securities prior to Closing or any Offered Securities not then purchased under this Agreement by written notice to that effect given to the Company at any time prior to the applicable Closing Time.

13.2 The Underwriters may waive, in whole or in part, or extend the time for compliance with, any of the terms and conditions of this Agreement without prejudice to its rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance.

13.3 The rights of termination contained in this Section 13.3 are in addition to any other rights or remedies the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement. In the event of any such termination, there shall be no further liability on the part of the Underwriters to the Company or on the part of the Company to the Underwriters except in respect of any liability which may have arisen or may thereafter arise under Section 14, Section 15 or Section 16. A notice of termination given by an Underwriter under this Section shall not be binding upon any other Underwriter who has not also executed such notice.

**SECTION 14**  
**COMPANY INDEMNITY AND CONTRIBUTION.**

14.1 As consideration for the Underwriters agreeing to provide the services described herein, the Company and its subsidiaries or affiliated companies, as the case may be (collectively, the "**Indemnitor**") agrees to indemnify and hold harmless the Underwriters, each Selling Firm and each of their respective subsidiaries and affiliates and their respective directors, officers, employees, shareholders, partners, advisors, agents, successors and assigns, and each other person, if any, controlling any of the Underwriters or their affiliates (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against any and all expenses, fees, losses, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations and liabilities, whether joint or several, of any nature (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims and the reasonable fees and expenses of their respective counsel and other expenses, but not including any amount for lost profits) (collectively, "**Losses**") that are incurred in investigating, defending and/or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (collectively, the "**Claims**" and individually a "**Claim**") or to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims arise out of or are based upon, directly or indirectly, this Agreement together with any Losses that are incurred in enforcing this indemnity. The Indemnitor also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Indemnified Party or any person asserting Claims on behalf of or in right of the Indemnitor for or in connection with the services provided under this Agreement (whether performed before or after the Company's execution of the Agreement). This indemnity shall not be available to an Indemnified Party in respect of Losses incurred where a court of competent jurisdiction in a final judgment that has become non-appealable determines that such Losses were caused solely by the, gross negligence, intentional fault or willful misconduct of the Indemnified Party. The Indemnitor agrees to waive any right the Indemnitor might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

14.2 If for any reason (other than a determination as to any of the events referred to in Section 14.1) this indemnity is unavailable to an Indemnified Party or is insufficient to hold an Indemnified Party harmless in respect of any Claim, the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the Losses paid or payable by an Indemnified Party as a result of such Claim, the amount (if any) equal to (a) such amount paid or payable, minus (b) the amount of the Underwriters' Fees received by the Indemnified Party.

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

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

14.5 The Indemnitor shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence of any Claim, provided such defense is assumed within 14 days after receipt of notice of the Claim and conducted by counsel of good standing acceptable to Indemnified Party. Upon the Indemnitor notifying the Indemnified Party in writing of its election to assume the defence and retaining counsel, the Indemnitor shall not be liable to an Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is not assumed by the Indemnitor, the Indemnified Parties, throughout the course thereof, shall provide copies of all relevant documentation to the Indemnitor, shall keep the Indemnitor advised of the progress thereof and shall discuss with the Indemnitor all significant actions proposed. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof, will discuss with the Indemnified Party all significant actions proposed and the Indemnified Party shall have the right to participate in the settlement or defense of the Claim.

14.6 Notwithstanding 14.5, any Indemnified Party shall have the right, at the Indemnitor's expense, to separately retain counsel of such Indemnified Party's choice in respect of the defence of any Claim if: (a) the employment of such counsel has been authorized by the Indemnitor; (b) the Indemnitor has not assumed the defence and employed counsel therefor in a reasonable timeframe after receiving notice of such Claim and no later than 14 days after receiving actual notice of the Claim; or (c) counsel retained by the Indemnitor or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor or that there is a conflict of interest between the Indemnitor and the Indemnified Party (in any of which events the Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf).

14.7 The Indemnitor shall not, without the prior written consent of the Indemnified Party, settle, compromise, consent to the entry of any judgement in or otherwise seek to terminate any Claim in respect of which indemnification may be sought under this indemnity (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.

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

14.9 The indemnity and contribution obligations of the Indemnitor in this Section 14 shall be in addition to any liability which the Indemnitor may otherwise have (including under this Agreement), shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Indemnitor, the Underwriters and any other Indemnified Parties. The foregoing provisions shall survive any termination of this Agreement or the completion of professional services rendered hereunder.

#### **SECTION 15 EXPENSES OF THE OFFERING**

15.1 Whether or not the transactions herein contemplated shall be completed, the Company shall be responsible for its own costs and expenses related to the Offering, including the fees and expenses of counsel for the Company, including all expenses of, or incidental to, the authorization, allotment and issue of the Offered Securities and all expenses of, or incidental to, all other matters in connection with the transactions contemplated hereunder including: listing fees, expenses payable in connection with the qualification of the Distribution of the Offered Securities and the Over-Allotment Option, all fees and expenses of local counsel, all fees and expenses of the Company's auditors, all reasonable fees and expenses of the Underwriters' counsel (up to the maximum amount set forth in the Engagement Letter), all reasonable out-of-pocket expenses incurred by the Underwriters and all costs incurred in connection with preparing, printing, translating and providing commercial copies of the Offering Documents and share certificates representing the Offered Securities (if any), all fees and expenses of CDS and of the Company's registrar and transfer agent and all applicable taxes thereon.

#### **SECTION 16 COMPANY RESTRICTED PERIOD**

16.1 The Company shall not, without the prior written consent of Canaccord, such consent not to be unreasonably withheld or delayed, authorize, offer, issue, grant, secure, pledge or sell any Common Shares or other securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Company, or agree or publicly announce any intention to do any of the foregoing, in any manner whatsoever, at any time prior to 90 days after the Closing Time, except pursuant to this Agreement or in connection with: (i) the grant or exercise of stock options and other similar issuances pursuant to the incentive compensation plans of the Company and other share compensation arrangements; (ii) the exercise of outstanding warrants and other convertible securities; (iii) obligations in respect of existing agreements; (iv) the issuance of securities in connection with asset or share acquisitions in the normal course of business; and (v) equity issuances under its Co-Owner Equity Purchase Facility in conjunction with co-owner loans from CIBC.

#### **SECTION 17 SURVIVAL OF REPRESENTATIONS, ETC.**

17.1 The representations, warranties, obligations and agreements of the Company and the Underwriters contained herein and in any certificate, instrument, agreement or other document delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Securities shall survive the purchase of the Offered Securities, any subsequent disposition of the Offered Securities by the Underwriters or the

termination of the Underwriters' obligations and shall continue in full force and effect unaffected by the Closing for the later of: (a) two (2) years from the Closing date; and (b) such maximum period of time as the Underwriters or any purchaser of Offered Securities under the Prospectus may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained or incorporated by reference in any of the Offering Documents pursuant to, as applicable, Canadian Securities Laws, civil or common law rights or otherwise, and shall not be limited or prejudiced by any investigation made by or on behalf of the Company or the Underwriters in accordance with the preparation of the Offering Documents or the Distribution of the Offered Securities or otherwise. Notwithstanding the prior sentence, the indemnification and contribution provisions contained in this Agreement shall survive and continue in full force and effect indefinitely, subject to the limitation requirements of applicable Laws. The Company agrees that the Underwriters shall not be presumed to know of the existence of a claim against the Company under this Agreement or any certificate, instrument, agreement or other document delivered pursuant to this Agreement or in connection with the purchase and sale of the Offered Securities as a result of any investigation made by or on behalf of the Underwriters in accordance with the preparation of the Offering Documents or the Distribution of the Offered Securities or otherwise.

## SECTION 18 UNDERWRITERS

18.1 Subject to the terms and conditions hereof, the obligations of the Underwriters under this Agreement shall be several in all respects and not joint or joint and several. For certainty, the obligation of the Underwriters to purchase the Units or Option Units at the Closing Time or the Option Closing Time, as applicable, shall be several (and not joint nor joint and several), and the Underwriters' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Canaccord Genuity Corp.	35.0%
Acumen Capital Finance Partners Limited.	35.0%
Raymond James Ltd.	20.0%
iA Private Wealth Inc.	5.0%
Bloom Burton Securities Inc.	5.0%

18.2 If an Underwriter (a "**Refusing Underwriter**") shall not complete the purchase of the Units (or the Option Units, if the Over-Allotment Option is exercised) which such Underwriter has agreed to purchase hereunder (other than in accordance with Section 13) (the "**Default Securities**") for any reason whatsoever at the Closing Time or the Option Closing Time, as the case may be, and (i) if the number of Default Securities does not exceed 10% of the number of the Shares or the Option Shares, as applicable, to be purchased hereunder on such date, the other non-Refusing Underwriters (the "**Continuing Underwriters**") shall be obligated, each severally, and not jointly, nor jointly and severally, to purchase the Units or the Option Units, as applicable, which the Refusing Underwriter fails to purchase, in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligation of all Continuing Underwriters; or (ii) if the number of Default Securities exceeds 10% of the number of the Units or the Option Units, as applicable, to be purchased on such date, the Continuing Underwriters shall be entitled, at their option, to purchase all but not less than all of the Units or the Option Units, as applicable, which would otherwise have been purchased by the Refusing Underwriter on a *pro rata* basis according to the

number of Units (or Option Units, if the Over-Allotment Option is exercised) to have been acquired by the Continuing Underwriters hereunder or on such other basis as the Continuing Underwriters may agree. If the Continuing Underwriters do not elect to purchase the balance of the Units or the Option Units, as applicable, pursuant to this subsection 18.2:

- (a) the Continuing Underwriters shall not be obliged to purchase any of the Units or the Option Units, as applicable, that the Refusing Underwriter is obligated to purchase; and
- (b) the Company will be entitled to terminate its obligations under this Agreement, in which event there will be no further liability on the part of the Continuing Underwriters.

18.3 No action taken pursuant to this Section shall relieve any Refusing Underwriter from liability in respect of its default to the Company or to any Continuing Underwriter.

18.4 Nothing in this Section shall oblige the Company to sell to any or all of the Underwriters less than all of the aggregate amount of the Units or the Option Units (if any).

18.5 In the event of any such default which does not result in a termination of this Agreement, either the Underwriters or the Company shall have the right to postpone the Closing Date for a period not exceeding seven calendar days in order to effect any required changes to the Prospectus.

## SECTION 19 NOTICES

19.1 Unless herein otherwise expressly provided, any notice, request, direction, consent, waiver, extension, agreement or other communication (a "**Communication**") that is or may be given or made hereunder shall be in writing addressed as follows:

- (a) If to the Company, at:

PharmaCorp Rx Inc.  
Suite 203, 303 Wellman Lane  
Saskatoon, Saskatchewan, S7T 0J1

Attention: Grady Brown  
Email [Redacted - Email Address]

with a copy in the case of a Communication to the Company to:

DLA Piper (Canada) LLP  
Suite 1000, Livingston Place West, 250 2nd St SW  
Calgary, Alberta, T2P 0C1

Attention: Derrick Auch  
Email: [Redacted - Email Address]

- (b) If to the Underwriters, addressed and sent to:

Canaccord Genuity Corp.  
40 Temperance Street, Suite 2100  
Toronto, Ontario, M5H 0B4

Attention: Genevieve Eccleston  
Email: [Redacted - Email Address]

Acumen Capital Finance Partners Limited  
Suite 800, 500 4<sup>th</sup> Avenue SW  
Calgary, Alberta, T2P 2V6

Attention: Jason Tucker  
Email: [Redacted - Email Address]

Raymond James Ltd.  
Suite 4205, 525 8th Avenue SW  
Calgary, Alberta, T2P 1G1

Attention: Kelly Hughes  
Email: [Redacted - Email Address]

iA Private Wealth Inc.  
700 – 26 Wellington St. E  
Toronto, Ontario, M5E 1S2

Attention: Vilma Jones  
Email: [Redacted - Email Address]

Bloom Burton Securities Inc.  
181 Bay Street, Suite 3410  
Toronto, Ontario, M5J 2T3

Attention: Jolyon Burton  
Email: [Redacted - Email Address]

with a copy in the case of a Communication to the Underwriters to:

Mintz LLP  
200 Bay St, South Tower, Suite 2800,  
Toronto, Ontario, M5J 2J3

Attention: Eric Foster  
Email: [Redacted - Email Address]

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

19.2 Each Communication shall be personally delivered to the addressee or sent by e-mail to the addressee and a Communication which is personally delivered or e-mailed shall, if delivered before 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.

## **SECTION 20 GOVERNING LAW**

20.1 This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and shall be treated in all respects as an Alberta contract. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Alberta with respect to any matter arising hereunder or related hereto.

## **SECTION 21 TIME**

21.1 Time shall be of the essence of this Agreement.

## **SECTION 22 HEADINGS**

22.1 Headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

## **SECTION 23 SUCCESSORS AND ASSIGNS**

23.1 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or arrangement) and permitted assigns and upon the heirs, executors, legal representatives, successors and permitted assigns of those for whom the Underwriters is contracting pursuant to Section 14. No party shall assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto.

## **SECTION 24 SEVERABILITY**

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

## **SECTION 25 PUBLIC ANNOUNCEMENTS**

25.1 The Company agrees that it shall not make any public announcements regarding the transactions contemplated hereunder without the prior written consent of the Underwriters, such consent not to be unreasonably withheld. The Company agrees that, following Closing, each of the Underwriters may place a "tombstone" and other advertisements relating to its role in connection with the Offering.

## **SECTION 26 ACTION BY UNDERWRITERS**

26.1 All steps which must or may be taken by the Underwriters in connection with the Closing, with the exception of the matters relating to: (i) termination of purchase obligations, (ii) waiver and extension, and (iii) indemnification, contribution and settlement, may be taken by Canaccord on behalf of the Underwriters. The rights and obligations of the Underwriters under this Agreement shall be several and neither joint nor joint and several.

## **SECTION 27 MISCELLANEOUS**

27.1 The parties shall be entitled to rely on delivery of a facsimile or PDF copy of this Agreement and acceptance by each such party of any such facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

27.2 This Agreement and the other documents referred to in this Agreement constitute the entire agreement between the Underwriters and the Company relating to the subject matter of this Agreement and supersede all prior agreements among those parties with respect to their respective rights and obligations in respect of the transactions contemplated under this Agreement.

27.3 This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

27.4 No waiver of any provision of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

27.5 In connection with the distribution of the Offered Securities, the Underwriters may affect transactions which stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail in the open market, but in each case as permitted by Canadian Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

27.6 The Company acknowledges that each of the Underwriters is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services and that in the ordinary course of its trading and brokerage activities, the Underwriters and/or any of their affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Company or any other company that may be involved in a transaction or related derivative securities.

27.7 The Company acknowledges and agrees that: (a) the purchase and sale of the Offered Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Underwriters; (b) in connection therewith and with the process leading to such transaction the Underwriters are acting solely as a principal and not the agent or fiduciary of the Company; (c) the Underwriters have not assumed an advisory or fiduciary responsibility in favour of the Company with respect to the Offering contemplated hereby or the process leading thereto (irrespective of whether the Underwriters have advised

or are concurrently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement; and (d) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

27.8 The Company acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Underwriters in connection with this Agreement and its engagement hereunder are intended solely for the Company's benefit and the Company's internal use only with respect to the Offering and the Company 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 Underwriters' prior written consent in each specific instance. Any advice or opinions given by the Underwriters hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Underwriters, in their sole judgment, deem necessary or prudent in the circumstances. The Underwriters 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 Underwriters or any unauthorized reference to the Underwriters or this Agreement.

**[Signature page follows]**

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering same to the Underwriters.

**CANACCORD GENUITY CORP.**

By: (signed) "Genevieve Eccleston"  
Name: Genevieve Eccleston  
Title: Managing Director, Investment Banking

**ACUMEN CAPITAL FINANCE PARTNERS  
LIMITED**

BY: (signed) "Jason Tucker"  
Name: Jason Tucker  
Title: Managing Director, Investment Banking

**RAYMOND JAMES LTD.**

BY: (signed) "Kelly Hughes"  
Name: Kelly Hughes  
Title: Managing Director, Investment Banking

**IA PRIVATE WEALTH INC.**

BY: (signed) "Vilma Jones"  
Name: Vilma Jones  
Title: Managing Director & Co-Head of Equity  
Capital Markets

**BLOOM BURTON SECURITIES INC.**

BY: (signed) "Jolyon Burton"  
Name: Jolyon Burton  
Title: President & Head of Investment  
Banking

The foregoing is hereby accepted on the terms and conditions therein set forth. Dated as of the date first written above.

**PHARMACORP RX INC.**

By: (signed) "Alan Simpson"  
Name: Alan Simpson  
Title: Executive Chairman