

AGENCY AGREEMENT

December 7, 2017

Vitalhub Corp.
1 Valleybrook Dr., #206
North York, ON
M3B 2S7

Dear sirs:

Re: Private placement of debentures and Bonus Shares

Industrial Alliance Securities Inc. ("**IAS**" or the "**Agent**") understands that, subject to the terms and conditions in this agreement (this "**Agreement**"), Vitalhub Corp. (the "**Corporation**"), intends to proceed with a financing (the "**Offering**"), by way of private placement, of a minimum of \$800,000 to a maximum of \$2,300,000 in the form of debentures (the "**Debentures**"). The Debentures shall have a term to maturity of thirty-six (36) months from the Closing Date (the "**Maturity Date**"), carry an interest rate of twelve per cent (12%) per annum payable in case on a semi-annual basis. Subscribers to the Debentures shall also receive common shares of the Corporation (the "**Common Shares**") in a number equal to 20% of the face value of the Debentures subscribed for divided by \$0.15 (the "**Bonus Shares**").

Subject to the terms and conditions hereof, the Agent agrees to act as, and the Corporation appoints the Agent as, the exclusive agent and bookrunner of the Corporation for the Offering in the Offering Jurisdictions (as defined herein) on a private placement basis, and to solicit subscriptions for the sale of the Debentures on a best efforts basis, provided that the Agent shall be under no obligation to purchase any of such Debentures as principals. The Debentures will be offered and sold pursuant to exemptions from the prospectus requirements under Canadian Securities Laws (as defined herein) in the Offering Jurisdictions.

In consideration of the services to be rendered by the Agent hereunder, the Agent will receive a cash fee (the "**Agent's Commission**") equal to the sum of (a) 7.5% of the gross proceeds received from Purchasers of the Offering that are not on the President's List (as defined herein); and (b) 1.5% of the gross proceeds received from Purchasers of the Offering on the President's List.

As additional consideration for the services to be rendered by the Agent hereunder, the Agent shall be issued options (the "**Compensation Options**") for the purchase of Common Shares in the Corporation representing that number of Common Shares equal to 7.5% of the Common Shares issued were the principal amount of Debentures issued to Purchasers of the Offering that are not on the President's List (and in the case of Purchasers who are on the President's List, 1.5%) converted into Common Shares at a price of \$0.15, exercisable at a price of \$0.18, for a period of twenty-four (24) months from the date of issuance.

The following are the terms and conditions of this Agreement

1. Definitions and Interpretation

(a) In this Agreement, including any schedules forming a part of this Agreement:

"**Affiliate**" has the meaning given to that term in National Instrument 45-106 – *Prospectus Exemptions*.

"Agreement" means the agreement resulting from the acceptance by the Corporation of the offer contained in this letter in accordance with the terms of this letter.

"Ancillary Documents" means all agreements, indentures, certificates and documents executed and delivered, or to be executed and delivered, by the Corporation in connection with the transactions contemplated by this Agreement or the Subscription Agreements and includes the Subscription Agreements.

"Anti-Money Laundering Laws" has the meaning given to it in Section 3(v).

"Associate" has the meaning given to it in the *Securities Act* (Ontario).

"Bonus Shares" have the meaning given to it in the recitals above.

"Business Day" means a day, other than a Saturday, Sunday or statutory holiday, in the Province of Ontario.

"Canadian Securities Laws" means, collectively, the applicable securities laws of each of the Offering Jurisdictions emanating from Governmental Authorities, including the respective regulations and rules made under those securities laws, together with all applicable published national and local instruments, policy statements, notices, blanket orders and rulings of the Canadian Securities Regulators and all discretionary orders or rulings, if any, of the Canadian Securities Regulators and all rules, by-laws and regulations governing the Exchange, 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.

"Canadian Securities Regulators" means the applicable securities commission or securities regulatory authority in each of the Offering Jurisdictions and "Canadian Securities Regulator" means any one of them.

"CFPOA" means the *Corruption of Foreign Public Officials Act* (Canada), as amended.

"Claim" has the meaning given to it in Section 6(a).

"Closing" means the purchase and sale of the Debentures subscribed for by the Purchasers pursuant to the Subscription Agreements and the issue of the Bonus Shares by the Corporation to the Purchasers in conjunction therewith.

"Closing Date" means the date on which the Offering will be completed and the Closing will occur, being December 7, 2017 or any earlier or later date as the Corporation and the Representatives, on behalf of the Agent, may mutually agree upon in writing as the date on which the transactions contemplated herein are completed.

"Closing Time" means 8 a.m. Toronto time on the Closing Date or such other time on the Closing Date as the Corporation and the Representatives, on behalf of the Agent, may mutually agree upon.

"Common Shares" means common shares of the Corporation.

"Corporation" means Vitalhub Corp.

"Corporation Contracts" has the meaning given to it in Section 3(r)(ii).

"Corporation Laws" has the meaning given to it in Section 3(r)(iii).

"Debenture" has the meaning given to it in the recitals above.

"Debenture Indenture" means the warrant indenture entered into on the Closing Date between the Corporation and the Debenture Trustee governing the Debentures, as amended from time to time.

"Debenture Trustee" means Capital Transfer Agency ULC, in its capacity as debenture trustee of the Debentures at its principal office in Toronto, Ontario.

"Distribution" means "distribution" or "distribution to the public", as the case may be, for the purposes of Canadian Securities Laws.

"Echelon Agency Agreement" means the agency agreement dated September 12, 2017 between the Corporation, Echelon Wealth Partners Inc., Paradigm Capital Inc., Canaccord Genuity Corp. and the Agent.

"Engagement Letter" means the engagement letter between the Agent and the Corporation effective as of October 26, 2017.

"Exchange" means the TSX Venture Exchange Inc.

"FCPA" means the *Foreign Corrupt Practices Act of 1977*, as amended.

"Financial Statements" means the audited consolidated financial statements of the Corporation for each of the years ended December 31, 2016 and 2015 and the unaudited interim consolidated financial statements of the Corporation for the three- and nine-month periods ended September 30, 2017 and 2016 together with the notes to such statements and the independent auditor's report on the annual consolidated financial statements.

"Governmental Authority" means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iii) 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, for greater certainty, includes the Canadian Securities Regulators, the Exchange and the Investment Industry Regulatory Organization of Canada.

"Governmental Licences" has the meaning given to it in Section 3(ee).

"IFRS" means International Financial Reporting Standards.

"Indemnified Party" has the meaning given to it in Section 6(a)(i).

"Indemnifying Party" has the meaning given to it in Section 6(a)(i).

"Information" means all information regarding the Corporation that is, or becomes, publicly available, together with all information prepared by the Corporation and provided to the Agent or to potential purchasers of the Debentures, if any, and includes but is not limited to, all press releases and material change reports of the Corporation.

"Intellectual Property" has the meaning given to it in Section 3(cc).

"Knowledge" and similar expressions means the actual knowledge of Dan Matlow or Brian Goffenberg after reasonable enquiry of their direct reports, or other applicable sources of information that they would reasonably be expected to consult.

"Laws" means any and all applicable, federal, provincial or local laws in Canada, including all statutes, codes, ordinances, decrees, rules, regulations and by-laws, and all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, all published orders, decisions, decrees, directives, policies, guidelines, rulings and awards of any Governmental Authority and general principles of common and civil law and equity, binding on or affecting Person referred to in the context in which the term is used.

"Leased Properties" has the meaning given to it in Section 3(gg).

"**Lien**" means any mortgage, charge, pledge, hypothec, claim, security interest, assignment, lien (statutory or otherwise), defect, restriction on transfer, or other encumbrance of any nature, including any arrangement or condition which, in substance, secures payment or performance of an obligation.

"**Material Adverse Effect**" or "**Material Adverse Change**" means any fact, effect, change, event, occurrence, or any development involving a change, that: (i) has had or is reasonably expected to have a material adverse effect or change to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flows, income or business operations of the Corporation and the Material Subsidiaries taken as a whole and as a going concern; or (ii) would result in any Information containing a Misrepresentation.

"**Material Change**" has the meaning given to it in the *Securities Act* (Ontario).

"**Material Contracts**" means collectively, this Agreement, the Subscription Agreements and the Echelon Agency Agreement.

"**Material Fact**" has the meaning given to it in the *Securities Act* (Ontario).

"**Material Subsidiaries**" means B-Sharp Technologies Inc. and B-Sharp Lanka (Private) Limited.

"**Misrepresentation**" has the meaning given to it in the *Securities Act* (Ontario).

"**NI 52-109**" means National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings* adopted by the Canadian Securities Administrators, as amended or replaced.

"**Notice**" has the meaning given to it in Section 15(a).

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Offering**" has the meaning given to it above.

"**Offering Price**" has the meaning given to it above.

"**Offering Jurisdictions**" means, collectively, British Columbia, Alberta, Ontario, Quebec, and such other jurisdictions to which the Agent and the Corporation may agree and "**Offering Jurisdiction**" means any one of them.

"**OSC**" means the Ontario Securities Commission.

"**Person**" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity, including any regulatory authority or governmental entity.

"**Purchasers**" means the persons who acquire Debentures from the Corporation by executing Subscription Agreements.

"**Release**" means the spilling, leaking, emptying, dumping, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release whether intentional or unintentional, of any Hazardous Material.

"**Reporting Jurisdictions**" means British Columbia, Alberta, and Ontario.

"**Returns**" has the meaning given to it in Section 3(kk)(i).

"**Selling Jurisdictions**" means the Offering Jurisdictions where the Purchasers are resident.

"**Subscription Agreements**" means the subscription agreements in respect of the Debentures executed by a Purchaser in a form to be agreed upon between the Agent and the Corporation.

"**Subsidiary**" has the meaning specified in National Instrument 45-106 - *Prospectus Exemptions*.

"**Survival Limitation Date**" means the second anniversary of the Closing Date.

"**Trade**" has the meaning given to it in the *Securities Act* (Ontario).

"**Transfer Agent**" means Capital Transfer Agency ULC at its regional office in Toronto, Ontario.

"**Agent**" has the meaning given to it above.

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

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

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

All words and personal pronouns relating to those words will be read and construed as the number and gender of the party or parties referred to in each case required, and the verb will be construed as agreeing with the required word and/or pronoun.

The words "Agreement", "hereunder", "hereof", "hereto" and similar phrases mean and refer to the agreement formed as a result of the acceptance by the Corporation and of this offer by the Agent.

Any reference in this Agreement to a section, paragraph, subsection, subparagraph, clause or subclause will refer to a section, paragraph, subsection, subparagraph, clause or subclause of this Agreement.

All references to "dollars" or "\$" in this Agreement are to Canadian dollars, unless otherwise expressly stipulated.

The schedules to this Agreement are incorporated by reference in, and form an integral part of, this Agreement for all purposes of it.

2. Covenants of the Corporation.

The Corporation hereby covenants to the Agent and the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Debentures, that it will:

(a) for a period of at least 36 months from the Closing Date, use its commercially reasonable efforts to remain a corporation validly subsisting under the laws of its jurisdiction of incorporation, licensed, registered or qualified as an extra-provincial or foreign corporation 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 shall carry on its business in the ordinary course and in compliance in all material respects with all applicable laws, rules and regulations of each such jurisdiction, *provided that* this clause shall not be construed as limiting or restricting the Corporation from completing a consolidation, amalgamation, arrangement, sale of all or substantially all of the Corporation's assets, take-over bid, merger or other similar transaction;

(b) use its commercially reasonable efforts to maintain its status as a "reporting issuer" not in default of any requirement of applicable Canadian Securities Laws in the Reporting Provinces for a period of at least 36 months from the Closing Date, *provided that* this clause shall not be construed as limiting or restricting the Corporation from completing a consolidation, amalgamation, arrangement, sale of all or substantially all of the Corporation's assets, take-over bid, merger or other similar transaction;

(c) use its commercially reasonable best efforts to maintain the listing on the Exchange or such other recognized stock exchange or quotation system in Canada of the class of shares of which the Bonus Shares form a part for a period of at least 36 months from the Closing Date, *provided that* this clause shall not be construed as limiting or restricting the Corporation from completing a consolidation, amalgamation, arrangement, sale of all or substantially all of the Corporation's assets, take-over bid, merger or other similar transaction;

(d) deliver or cause to be delivered to each of the Agent and the Agent's counsel prior to the Closing Date, a copy of the letter or electronic mail transmission from the Exchange advising the Corporation that conditional approval of the listing of the Common Shares of the Corporation has been granted by the Exchange, subject to the satisfaction of customary conditions as set out therein;

(e) promptly, and in any event within any applicable time limitation, comply, acting reasonably, with all applicable filings and other requirements under Canadian Securities Laws;

(f) except (i) as contemplated pursuant to this Agreement; (ii) the exercise of stock options pursuant to the Corporation's stock option plan; and (iii) pursuant to a private placement completed within 30 days, without extension, of a Price Reservation Date (as that term is defined in Policy 4.1 of the TSXV Corporate Policy Manual) set prior to the Closing Date, the Corporation will not, for a period of 6 months from the Closing Date, issue Common Shares or securities convertible into Common Shares at a price less than \$0.15 without the prior written consent of the Agent;

(g) provide such information as a Purchaser or Agent may reasonably request to enable such Purchaser or Agent to comply with the terms and conditions of any exemptive order or ruling obtained by such Purchaser or Agent from any applicable regulatory authority;

(h) file or cause to be filed all forms, notices, documents, applications, undertakings or certificates required to be filed by the Corporation in connection with the Offering so that the distribution of such securities may lawfully occur without the necessity of filing a prospectus in Canada or a registration statement in the United States or similar document in any other jurisdiction;

(i) duly execute and deliver the Ancillary Documents at or prior to the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Corporation;

(j) ensure that, at the Closing Time, the Bonus Shares shall be duly and validly authorized and issued as fully paid and non-assessable common shares and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;

(k) ensure that, at the Closing Time, the Debentures shall be validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Debenture Indenture and the Subscription Agreements; and

(l) perform and carry out all of the acts and things to be completed by it as provided in this Agreement.

3. Representations and Warranties of the Corporation.

The Corporation represents and warrants to the Agent and the Purchasers, and acknowledges that the Agent is relying upon such representations and warranties in connection with the completion of the Offering, that:

(a) The Corporation is a corporation duly incorporated and organized, validly existing and in good standing under the laws of the Province of Ontario, has the corporate power and authority to own, lease and operate its properties and assets (including licences and other similar rights) and to conduct its business as described in the Information, and is registered to transact business and is in good standing under the laws of all jurisdictions in which its business is carried on or in which it owns or leases properties, except where the failure to be registered to transact business or in good standing would not have a Material Adverse Effect.

(b) Each of the Subsidiaries has been duly incorporated and organized, is validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, as the case may be, has the power and authority to own, lease and operate its properties and assets (including licences and other similar rights) and to conduct its business and is registered to transact business and is in good standing under the laws of all jurisdictions in which its business is carried on or in which it owns or leases properties, except where the failure to be registered to transact business or in good standing would not have a Material Adverse Effect. All of the issued and outstanding common shares of, or other equity interests in, each Subsidiary are owned directly or indirectly by the Corporation, have been duly and validly authorized and issued, are fully paid and, if the Subsidiary is a corporation, non-assessable, and are owned directly or indirectly by the Corporation free and clear of any Lien other than those described in the Information.

(c) At Closing, the Corporation will have an authorized share capital consisting of an unlimited number of Common Shares of which an aggregate of 82,517,352 Common Shares and will be issued and outstanding immediately prior to Closing. No person, firm or Corporation has any agreement or option, or right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Corporation or any Subsidiary of any unissued securities of the Corporation or any Subsidiary or any right to convert any obligation into or exchange any securities of the Corporation or any Subsidiary, or for the purchase or acquisition of the assets or property of any kind of the Corporation or any Subsidiary, except as otherwise referred to in Information. All of the issued and outstanding Common Shares of the Corporation (including the Bonus Shares) to be issued and outstanding immediately following the Closing will by such time have been duly and validly authorized and issued as fully paid and non-assessable, and none of the outstanding Common Shares of the Corporation will be issued in violation of the pre-emptive or similar rights of any securityholder of the Corporation.

(d) The Corporation, as at the Closing Time, will be directly or indirectly the registered owner of 100% of the equity and voting interest in each of the Subsidiaries.

(e) Other than the Material Subsidiaries, the Corporation does not have any subsidiaries that are material to the Corporation's business, on a consolidated basis and the Subsidiaries are the only Subsidiaries of the Corporation.

(f) The Corporation has the requisite corporate power, authority and capacity to enter into Transaction Documents and the Material Contracts and to perform its obligations thereunder.

(g) This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, and each of the other Material Contracts has been or will have been at the Closing Time duly authorized, executed and delivered by the Corporation and is, or will at the Closing Time, constitute a legal, valid and binding obligation of the Corporation enforceable against the Corporation, as applicable, in accordance with its terms; except as enforcement hereof and thereof 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 and subject to the fact that rights of indemnity and contribution may be limited by applicable law.

(h) The rights, privileges, restrictions, conditions and other terms attaching to the Common Shares will at Closing conform in all material respects to the respective descriptions thereof contained in the Information.

(i) The Corporation is a reporting issuer or the equivalent only in the Reporting Jurisdictions and is not in default of any requirement of the applicable Canadian Securities Laws and the Common Shares are not registered under the *Securities Exchange Act of 1934* (United States), as amended.

(j) Except as disclosed by the Corporation to the Agent in writing, each of the documents which contains any of the Information is, as of the date thereof, in compliance in all material respects with applicable Canadian Securities Laws and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date hereof. There is no fact known to the Corporation which the Corporation has not publicly disclosed which materially adversely affects, or so far as the Corporation can now reasonably foresee, will materially adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of the Corporation or the ability of the Corporation to perform its obligations under this Agreement or which would otherwise be material to any Purchaser.

(k) The Corporation is in compliance with all timely disclosure obligations under applicable Canadian Securities Laws and, without limiting the generality of the foregoing, there has not occurred any material adverse change, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, condition (financial or otherwise), capital or prospects of the Corporation which has not been publicly disclosed and none of the documents filed by or on behalf of the Corporation pursuant to applicable Canadian Securities Laws contain a Misrepresentation at the date of the filing thereof;

(l) The Financial Statements have been prepared in conformity with IFRS, consistently applied throughout the periods involved, and comply as to form in all material respects with the applicable accounting requirements of Canadian Securities Laws and the OBCA. Such Financial Statements present fairly in all material respects the financial position, financial performance and cash flows of the Corporation as at the dates and for the periods of such Financial Statements.

(m) Except as disclosed in the Financial Statements and other than the Debentures, the Corporation does not have outstanding any debentures, notes, mortgages, or other indebtedness that is material to the Corporation.

(n) On the Closing Date the Corporation will not have incurred any liabilities or obligations (whether accrued, absolute, contingent or otherwise) that continue to be outstanding, except:

(i) as disclosed or contemplated in the Financial Statements; and

(ii) as incurred in the ordinary course of business by the Corporation and which do not have a Material Adverse Effect.

(o) Except as disclosed in the Financial Statements, or which would not individually or in the aggregate have a Material Adverse Effect, since December 31, 2016:

(i) there has not been any change in the share capital, long-term debt, financial condition or operations of the Corporation or any of the Subsidiaries other than changes in the ordinary course of business;

(ii) the business of the Corporation and the Material Subsidiaries has been carried on in the ordinary course;

(iii) none of the property or assets of the Corporation shown or reflected in the Financial Statements has been transferred, assigned, sold, distributed, distributed by way of dividend or otherwise disposed of other than in the ordinary course of business; and

(iv) the Corporation has not cancelled any material debts or entitlements other than in the ordinary course of business.

(p) To the Knowledge of the Corporation, MNP LLP is independent in accordance with the rules of professional conduct applicable to auditors in Canada, and applicable Canadian Securities Laws, and there has not been any reportable event (within the meaning of National Instrument 51-102 — *Continuous Disclosure Obligations*) with such auditors with respect to audits of the Corporation.

(q) Since the date of the latest audited Financial Statements, there has been no change in the Corporation's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Corporation's internal control over financial reporting.

(r) Except as disclosed in the Information including the Financial Statements contained therein, the Corporation is not in violation or default of, nor will the execution and

delivery of each of the Material Contracts, Ancillary Documents, the performance by the Company of its obligations hereunder or thereunder and the issuance, sale and delivery of the Debentures and the issuance and delivery of the Bonus Shares result in any breach or violation of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under, or give rise to any right to accelerate the maturity or require the prepayment of any indebtedness under, or result in the imposition of any Lien upon any property or assets of the Corporation pursuant to:

(i) any term or provision of the constating documents or by-laws of the Corporation or any resolution of the directors or shareholders of the Corporation;

(ii) any contract (including the Material Contracts), mortgage, note, indenture, joint venture or partnership arrangement, agreement (written or oral), instrument, lease (including for real property) or licence to which the Corporation is a party or bound or to which any of the business, operations, property or assets of the Corporation is subject (collectively "**Corporation Contracts**"); or

(iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Corporation or their business, operations or assets, of any court, Governmental Authority, arbitrator or other authority having jurisdiction over the Corporation (collectively "**Corporation Laws**").

except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(s) All material Corporation Contracts have been made available to the Agent, and all Corporation Contracts are valid and binding obligations of the Corporation or the Material Subsidiaries, as applicable, and are in good standing; and

(i) no event of default or event that after the giving of notice or the lapse of time or both would constitute an event of default, has occurred and is outstanding under any Corporation Contracts;

(ii) the Corporation has no Knowledge of any default by the other parties to each Corporation Contract; and

(iii) neither the Corporation nor any of the Material Subsidiaries has waived any rights under any Corporation Contract.

(t) There is no requirement to obtain a consent, approval or waiver of a party under any Corporation Contract to any of the transactions contemplated by this Agreement, except for the consents, approvals and waivers that will be obtained prior to Closing or that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(u) No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation has been issued, and no proceedings for either of such purposes have been instituted or, to the Knowledge of the Corporation, are pending, contemplated or threatened.

(v) There is no litigation or governmental or other proceeding or investigation at law or in equity before any court or before or by any federal, provincial, state, municipal or other governmental or public department, commission, board, agency or body, domestic or foreign, in progress or, to the Knowledge of the Corporation, pending or threatened against, or involving the assets, properties or business of, the Corporation or any of the Material Subsidiaries that is material or that would adversely affect the consummation of the transactions contemplated by the Material Contracts in any material respect, or the performance by the Corporation or the Material Subsidiaries of their obligations hereunder and thereunder in any material respect.

(w) Each of the Corporation and the Material Subsidiaries is in compliance in all material respects with the provisions of applicable federal, provincial, state, local and foreign laws and regulations respecting employment:

(i) no labour dispute with the employees of the Corporation or any of the Material Subsidiaries exists or, to the Knowledge of the Corporation is pending or threatened or imminent;

(ii) the labour relations of the Corporation and of each of the Material Subsidiaries are satisfactory; and

(iii) no collective agreement or collective bargaining agreement or modification thereof has expired and none is currently being negotiated by the Corporation or any of the Material Subsidiaries.

(x) None of the material suppliers of the Corporation and the Subsidiaries has notified the Corporation or any Subsidiary in writing, and to the Knowledge of the Corporation there is no reason to believe, that any such material suppliers does not intend to continue dealing with the Corporation or any Subsidiary on substantially the same terms as presently conducted, subject to changes in pricing and volume in the ordinary course.

(y) None of the third-party partners of the Corporation and its Subsidiaries has notified the Corporation or any Subsidiary in writing, and to the Knowledge of the Corporation there is no reason to believe, that such partner does not intend to continue dealing with the Corporation or any Subsidiary on substantially the same terms as presently conducted, subject to changes in pricing and volume in the ordinary course of business.

(z) Except as disclosed in the Information, there are no material bonuses, distributions or excess salary payments that will be payable outside the ordinary course of business by the Corporation to any employee of the Corporation or a Subsidiary after the Closing Date relating to their employment with the Corporation or the Subsidiary prior to the Closing Date.

(aa) There are no material workers' compensation claims pending against the Corporation or any of the Subsidiaries and, to the Knowledge of the Corporation:

(i) none of the executive officers of the Corporation described in the Information or any executive employee of any Subsidiary has any plans to terminate his or her employment;

(ii) none of the executive officers of the Corporation described in the Information or any other employee of any Subsidiary is subject to any secrecy or non-

competition agreement or any other agreement or restriction of any kind that would impede in any way the ability of such executive officer or employee to carry out fully all activities of such employee in furtherance of the Corporation's or such Subsidiary's business; and

(iii) none of the executive officers of the Corporation or any other employee or former employee of any Subsidiary has any claim with respect to any Intellectual Property rights of the Corporation or any Subsidiary.

(bb) To the Knowledge of the Corporation, the operations of the Corporation and, since October 5, 2017, the Material Subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and all other applicable anti-money laundering and anti-terrorist statutes of the jurisdictions in which the Corporation and the Material Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Anti-Money Laundering Laws**"); and no action, suit or proceeding by or before any court or Governmental Authority or body or any arbitrator involving the Corporation Material with respect to the Anti-Money Laundering Laws is pending or, to the Knowledge of the Corporation, threatened.

(cc) The Corporation and the Material Subsidiaries, as the case may be, owns or has the right to use all patents, patent rights, licences, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trade-marks, service marks, trade names or other intellectual property (collectively, "**Intellectual Property**") and all technology used or held for use in the conduct of the business now operated by the Corporation and the Material Subsidiaries without any conflict with or infringement upon the rights of others, in each case with such exceptions as would, individually or in the aggregate, not result in a Material Adverse Effect and subject to limitations contained in any applicable licence agreement; *provided*, however, that no representation or warranty is made as to the extent to which ownership of or right to use any particular Intellectual Property or technology includes the exclusive right to use such Intellectual Property or technology and to the Knowledge of the Corporation there is no:

(i) material infringement by third parties of such Intellectual Property; or

(ii) action, suit proceeding or claim pending or threatened by others challenging the Corporation's or Subsidiaries' rights in or to any Intellectual Property or the validity or scope of any Intellectual Property owned, licensed or commercialized by the Corporation and the Subsidiaries,

and the Corporation has no Knowledge of any other fact that could form a reasonable basis for any such action, suit, proceeding or claim in each case, except as would individually or in the aggregate, not result in a Material Adverse Effect.

(dd) No approval, authorization, consent or other order of, permit, qualification, licence, decree, and no filing, registration or recording with any Governmental Authority having jurisdiction over the Corporation is required for the performance by the Corporation of its obligations under the Material Contracts, the issuance, sale and delivery of the Debentures or Bonus Shares.

(ee) The Corporation and the Material Subsidiaries possess all permits, licences, approvals, consents and other authorizations (collectively, "**Governmental Licences**") issued by the appropriate federal, provincial, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them, except where the failure to hold such Governmental Licences would not, individually or in the aggregate, result in a Material Adverse Effect. The Corporation and the Material Subsidiaries are in compliance with the terms and conditions of all such Governmental Licences, except where the failure so to comply would not, individually or in the aggregate, result in a Material Adverse Effect.

(ff) The Corporation and the Material Subsidiaries do not own any real property.

(gg) Any real property and buildings held under lease by the Corporation and the Material Subsidiaries (the "**Leased Properties**") are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the current use thereof by the Corporation and the Material Subsidiaries. The buildings, improvements, fixtures and other structures located on the Leased Properties, and the operation and maintenance thereof, as now operated and maintained, comply in all material respects with all applicable laws and regulations, municipal or otherwise and there are no expropriation or similar proceedings, actual or threatened, of which the Corporation or the Material Subsidiaries have received written notice against or in respect of the Leased Properties or any part thereof.

(hh) To the Knowledge of the Corporation, none of the Corporation's directors or officers is now, or has ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public corporation or of a corporation listed on a particular stock exchange.

(ii) Except as disclosed in the Information, no director or officer or any other person not dealing at arm's length with the Corporation, their respective Affiliates, or their respective directors or officers, will continue after Closing to be engaged in any material transaction or arrangement with, to be a party to a material contract with, or have any material indebtedness, liability or obligation to, the Corporation.

(jj) Except as disclosed in the Information, the Corporation is not a party to or bound by, and none of the business, operations, property or assets of the Corporation is subject to, any material non-arm's-length agreements or arrangements other than on terms and at a price that would have applied if the parties had been dealing at arm's length.

(kk) The Corporation and the Material Subsidiaries, as the case may be, have each, except as would not result in a Material Adverse Effect:

(i) timely filed (or has had timely filed on their behalf) all returns, declarations, reports, estimates, information, returns, elections and statements ("**Returns**") required to be filed or sent in respect of any governmental charges or required to be filed or sent by it to any taxing authority having jurisdiction since incorporation or organization, and all such Returns have been prepared in accordance with the provisions of the applicable legislation and are true, correct and complete in all material respects;

(ii) timely and properly paid (or has had paid on its behalf) all governmental charges due or claimed to be due by a Governmental Authority; and

(iii) has properly withheld or collected and remitted all amounts required to be withheld or collected and remitted by it in respect of any governmental charges.

(ll) Except as disclosed in the Information, the Corporation has not been notified of, nor is it a party to, any agreement that in any manner affects the voting or control of any securities of the Corporation or any of their Subsidiaries.

(mm) The issue of the Debentures and Bonus Shares, and the Compensation Options and the Common Shares issuable on the conversion or exercise thereof will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject that has not been waived. No holder of outstanding Common Shares is at the Closing Time or will be following the Closing Time entitled to any pre-emptive or any similar rights to subscribe for any Common Shares or other securities of the Corporation.

(nn) The Bonus Shares are conditionally approved for listing and trading on the Exchange, subject to the satisfaction of the listing conditions set forth in the conditional approval letter of the Exchange dated November 3, 2017, and the electronic transmission of the Exchange dated November 24, 2017 with respect to the increase in size of the Offering, copies of which has been provided to the Agent.

(oo) No order, ruling or determination having the effect of suspending the sale or ceasing the trading or Distribution of the Common shares or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect, and no proceedings for that purpose have been instituted or are pending or, to the Knowledge of the Corporation, threatened, under any of the Canadian Securities Laws.

(pp) Policies of insurance issued by insurers of recognized financial responsibility are maintained in respect of the operations, properties and assets, employees, directors and officers of the Corporation, and the Material Subsidiaries in such amounts and covering such risks as are prudent and customary in the businesses in which they are engaged, and such policies of insurance will, on and after the Closing Date, be maintained for the benefit of the Corporation and the Material Subsidiaries. All such policies of insurance are in full force and effect and no material default exists under such policies of insurance as to the payment of premiums or otherwise under the terms of any such policy; there are no claims by the Corporation nor any Material Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; and the Corporation has no Knowledge that it will not be able to renew the Corporation's or the Material Subsidiaries' existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue their business. Neither the Corporation nor any Material Subsidiary has been denied any insurance coverage which it has sought or for which it has applied.

(qq) Copies of the minute books and records of the Corporation made available to counsel for the Agent in connection with their due diligence investigation in respect of the Offering constitute all of the minute books and records of such entities and contain copies of all proceedings (or certified copies thereof) in respect of matters of the shareholders, the boards of directors and all committees of the boards of directors of the Corporation to the date of review of such corporate records and minute books, and there have been no other meetings, resolutions or proceedings in respect of matters of the shareholders, board of directors or any committees of the board of directors of the Corporation to the date of review of such corporate records and

minute books not reflected in such minutes and other records other than those that are not material in the context of the Offering, as applicable.

(rr) Except as contemplated in this Agreement, there is no person acting at the request of the Corporation or any of its Subsidiaries who is entitled to any brokerage commission, finder's fee or like payment in connection with the Offering.

(ss) Except as disclosed to the Agent, no acquisition has been made by the Corporation or any Subsidiary during its most recently completed fiscal years that would be a significant acquisition for the purposes of Canadian Securities Laws, and no proposed acquisition by the Corporation or any Subsidiary has progressed to a state where a reasonable person would believe that the likelihood of the Corporation or any Subsidiary completing the acquisition is high and that, if completed by the Corporation or any Subsidiary at the Closing Date, would be a significant acquisition under Canadian Securities Laws and, except for such agreement(s) as will be terminated on or prior to the Closing Date, there are no shareholders' agreements, voting agreements, investors' rights agreements or other agreements in force or effect that in any manner affects or will affect the voting or control of any of the securities of the Corporation or its Subsidiaries or the operations or affairs of the Corporation or its Subsidiaries.

(tt) There is no litigation or governmental or other proceeding or investigation at law or in equity before any court or before or by any federal, provincial, state, municipal or other governmental or public department, commission, board, agency or body, domestic or foreign, in progress or, to the Knowledge of the Corporation, pending or threatened against, or involving the assets, properties or business of, the Corporation or any of the Material Subsidiaries that would result in a Material Adverse Effect or that would adversely affect the consummation of the transactions contemplated by the Material Contracts, or the performance by the Corporation of their obligations hereunder and thereunder.

(uu) None of the Corporation nor any of its Subsidiaries nor, to the Knowledge of the Corporation, any director, officer, agent, employee, Affiliate or any other person acting on behalf of the Corporation or any of its Subsidiaries has: (i) violated or is in violation of any provision of the CFPOA or the FCPA; (ii) taken any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "foreign public official" (as such term is defined in the CFPOA) or any "foreign official" (as such term is defined in the FCPA); (iii) violated or is in violation of any provision of the *Bribery Act 2010* of the United Kingdom; (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (v) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; and the Corporation and its Affiliates have instituted and maintain, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with applicable anti-corruption laws and with the representation and warranty contained herein.

(vv) There are no stock phantom equity arrangements or similar rights that will be triggered or vest upon the completion of or following the Offering.

(ww) Except as otherwise disclosed in the Information, there are no benefit or incentive plans of the Corporation.

(xx) The right of first refusal provisions of the Echelon Agency Agreement have been complied with in all material respects.

4. Representations, Warranties and Covenants of the Agent.

The Agent hereby represents, warrants and covenants to the Corporation, and acknowledges that the Corporation is relying upon such representations, warranties and covenants, that:

(a) The Agent has duly and punctually performed all of the obligations to be performed by it under this Agreement, and conducted activities in connection with the proposed offer and sale of the Debentures in compliance with all Canadian Securities Laws in the Offering Jurisdictions and, without limitation represents and warrants that it has not made available to prospective Purchasers any documents or materials other than the Subscription Agreement and the Information.

(b) The Agent has not solicited subscriptions for Debentures, traded in or otherwise done any act in furtherance of a trade of Debentures outside of the Offering Jurisdictions except in compliance with the applicable laws thereof.

(c) The Agent has obtained from each Purchaser an executed Subscription Agreement and all applicable undertakings, questionnaires, and other forms required under Canadian Securities Laws or by the Exchange that has been requested in writing from the Agent by the Corporation for completion in connection with the distribution of the Debentures.

(d) The Agent has not advertised the proposed offering or sale of the Debentures in printed media of general and regular paid circulation, radio, television, or telecommunications (included electronic display).

(e) The Agent has not solicited subscriptions from any person located in the United States or any U.S. Person or any person acting for the account or benefit of a person in the United States or a U.S. Person.

(f) The Agent has provided the Corporation on the Closing Date all information required by the Subscription Agreements.

5. Conditions.

(a) The Agent's obligations under this Agreement, and each Purchaser's obligation to purchase the Securities at the Closing Time, shall be conditional upon the fulfillment at or before the Closing Time of the following conditions:

(i) The Agent shall have received at the Closing Time a legal opinion dated the Closing Date, in form and substance satisfactory to counsel to the Agent, acting reasonably, addressed to the Agent (and if required for opinion purposes, counsel to the Agent) from Chitiz Pathak LLP, Canadian counsel to the Corporation, as to the laws of Canada and certain Selling Jurisdictions, which counsel in turn may rely upon the opinions of local counsel where it deems such reliance proper as to the laws of the provinces of Ontario, Alberta, and British Columbia (or alternatively, make arrangements to have such opinions directly addressed to the Agent and counsel to the Agent), with respect to such matters as the Agent may reasonable request relating to the Offering including without limitation:

(A) the incorporation or formation, existence and good standing with respect to the filing of annual returns of the Corporation under the laws of the jurisdiction of incorporation or formation;

(B) the adequacy of the corporate power and capacity of the Corporation to enter into, and to carry out its obligations under, the Ancillary Documents and to issue the Debentures and Bonus Shares to the Purchasers;

(C) the Corporation has all requisite corporate power, capacity and authority to carry on its businesses as presently carried on and to own, lease and operate its property and assets;

(D) the authorized and issued capital of the Corporation;

(E) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Ancillary Documents, Debenture Indenture, and the performance by the Corporation of its obligations thereunder;

(F) no authorization, consent or approval of, or filing, registration, permit, licence, decree, qualification or recording with, any Governmental Authority in the Selling Jurisdictions is required for the performance by the Corporation of its obligations hereunder, the delivery to the Agent of the Debentures and Bonus Shares, as the case may be, hereunder or the consummation of the transactions contemplated by this Agreement (including, without limitation, the distribution of the Debentures and Bonus Shares in the manner contemplated herein), other than those that have been obtained or made prior to Closing;

(G) the execution and delivery of the Ancillary Documents, the performance by the Corporation of its obligations hereunder and thereunder, including the sale and issuance of the Debentures in accordance with the terms of the Debenture Indenture and the issuance of the Bonus Shares does not and will not conflict with or result in any breach or violation of any of the terms of or provisions of, or constitute a default under, whether after notice or lapse of time or both: (i) any of the terms, conditions or provisions of the constating documents or by-laws of the Corporation or any resolution of any of the directors (or committees of directors) or shareholders of the Corporation; or (ii) any Laws having force in the Province of Ontario;

(H) each of the Ancillary Documents has been duly authorized, executed and delivered by the Corporation, and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, 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, and the qualification that the enforceability of rights of indemnity and contribution may be limited by applicable law;

(I) the Bonus Shares have been validly issued as fully paid and non-assessable Common Shares in the capital of the Corporation;

(J) the Debentures and Bonus Shares have been validly issued and created by the Corporation;

(K) the Corporation is a reporting issuer not on the list of defaulting reporting issuers maintained pursuant to the applicable Canadian Securities Laws in the Selling Jurisdictions;

(L) the issuance of the Bonus Shares to the Purchasers are exempt from the prospectus and registration requirements of the Canadian Securities Laws and no documents are required to be filed (other than specified forms accompanied by requisite filing fees), proceedings taken, or approvals, permits, consents or authorizations obtained under the applicable Canadian Securities Laws to permit such issuance and sale;

(M) the first trade by a holder of Bonus Shares other than a trade that is otherwise exempted by the Securities Laws, will be subject to the prospectus and registration requirements of the Securities Laws unless: (i) the Corporation is and has been a reporting issuer in a jurisdiction of Canada for at least four months (determined in accordance with section 2.9 of National Instrument 45-102 – *Resale of Securities* ("**NI 45-102**") immediately preceding the trade; (ii) at least four months have elapsed from the distribution date of the Securities; (iii) such trade is not a "control distribution" as defined in NI 45-102; (iv) no unusual effort is made to prepare the market or to create a demand for the Securities; (v) no extraordinary commission or other consideration is paid in respect of the trade; (vi) certificates representing the Bonus Shares were issued with a legend stating the prescribed restricted period in accordance with section 2.5 of NI 45-102; and (vii) if the selling securityholder is an insider or officer of the Corporation, the selling securityholder has no reasonable grounds to believe that the Corporation is in default of any applicable securities legislation;

(N) the Exchange has conditionally accepted the Offering (including the listing and posting for trading on the Exchange of the Bonus Shares);

(O) the Debentures and the Bonus Shares being qualified investments at that time for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a registered disability savings plan, a deferred profit sharing plan or a tax-free savings account;

(P) that the Transfer Agent has been duly appointed as registrar and transfer agent for the Common Shares of the Corporation;

(Q) that the Debenture Trustee has been duly appointed as the Debenture Trustee pursuant to the Debenture Indenture; and

(R) such other matters as the Agents' legal counsel may reasonably request.

(b) The Agent shall have received at the Closing Time a certificate dated the Closing Date, addressed to the Agent signed by appropriate officers of the Corporation in form and substance satisfactory to the Agent, acting reasonably, with respect to the constating documents of the Corporation, all resolutions of the board of directors of the Corporation relating to this Agreement, the incumbency and specimen signatures of signing officers of the Corporation.

(c) The Agent shall have received satisfactory evidence that all requisite consents, approvals and acceptances of the appropriate regulatory authorities required to be made or obtained by the Corporation in order to complete the Offering have been made or obtained.

(d) The Ancillary Documents will have been executed, endorsed or authenticated, as applicable, and delivered by the parties thereto in form and substance satisfactory to the Agent, acting reasonably.

(e) The Bonus Shares have been approved for listing on the Exchange on or before the Business Day immediately preceding the Closing Date, subject only to the satisfaction by the Corporation of customary post-closing conditions imposed by the Exchange in similar circumstances.

(f) The Agent shall have received a certificate of status (or the equivalent) with respect to the jurisdiction in which the Corporation is incorporated, amalgamated or continued, as the case may be.

(g) The Agent shall have received such other customary closing certificates, options, receipts, agreements or documents as the Agent may reasonably request.

6. Indemnity

(a) Rights of Indemnity

(i) The Corporation (the "**Indemnifying Party**") agrees to indemnify and save harmless the Agent and each of its Affiliates and their respective directors, officers, employees and agents, and each person, if any, controlling any Agent (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against all losses, costs, expenses, claims, actions, damages and liabilities (other than losses of profit or other consequential damages in connection with the Offering), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, commenced or threatened, and any and all expenses whatsoever, including all reasonable fees and expenses of counsel of the Agent that may be incurred in investigating, preparing for or defending any action, suit, proceeding, investigation or claim made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**"), to which an Indemnified Party may become subject insofar as the Claims are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of professional services rendered to the Corporation by the Agent or any Indemnified Party hereunder or otherwise in connection with the Offering, whether performed before or after the execution and delivery of this

Agreement by the Corporation, in any way caused by, or arising directly or indirectly from, or in consequence of:

(A) any information or statement contained in the Information, or in any certificate of the Corporation delivered pursuant to this Agreement that at the time and in light of the circumstances under which it was made contains or is alleged to contain: (i) a Misrepresentation; or (ii) an untrue statement of a material fact or an omission to state a material fact that is required to be stated therein or that is necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(B) any order made or enquiry, investigation or proceeding commenced or threatened by any securities commission, stock exchange, court or other competent authority, or any change of law or interpretation of administration thereof that prevents or restricts the trading in or the sale or distribution of the Debentures in the Selling Jurisdictions;

(C) the non-compliance or alleged non-compliance or a breach or violation, or alleged breach or violation, by the Corporation with any of its obligations under Canadian Securities Laws; or

(D) any breach by the Corporation of its representations, warranties, covenants or obligations to be complied with under this Agreement or under any other document delivered pursuant to this Agreement.

(ii) As used in this Agreement "**Applicable Indemnifier(s)**" means the Corporation, in respect of a claim for indemnification under Section 7(a)(i).

(iii) If and to the extent that a court of competent jurisdiction in a final judgment from which no appeal can be made or a regulatory authority in a final ruling from which no appeal can be made shall determine that the losses, costs, expenses, claims, actions, damages and liabilities resulted from the negligence, fraud or wilful misconduct of an Indemnified Party claiming indemnity, such Indemnified Party shall promptly reimburse to the Applicable Indemnifier any funds advanced to the Indemnified Party in respect of such Claim, and the indemnity provided for in this Section 6 shall cease to apply to such Indemnified Party in respect of such Claim. For greater certainty, the Corporation and the Agent agree that they do not intend that any failure by the Agent to conduct such reasonable investigation as necessary to provide the Agent with reasonable grounds for believing the Information contained no Misrepresentation shall constitute "negligence" or "wilful misconduct" for the purposes of this Section 6 or otherwise disentitle the Agent from indemnification hereunder.

(b) If any Claim is asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided, such Indemnified Party will notify the Applicable Indemnifier(s) in writing, as soon as possible, of the nature of such Claim (but failure or delay to so notify the Applicable Indemnifier(s) of any potential Claim shall not relieve the Applicable Indemnifier(s) from any liability that it may have to any Indemnified Party except that any failure to so notify the Applicable

Indemnifier(s) of any actual Claim shall affect the Applicable Indemnifier(s)' liability only to the extent that it is materially prejudiced by such failure or delay). The Applicable Indemnifier(s) shall assume the defence of any suit brought to enforce such Claim; *provided*, however, that the defence shall be conducted through legal counsel reasonably acceptable to the Indemnified Party, and *provided that* no settlement of any such Claim or admission of liability may be made by the Applicable Indemnifier(s) without the prior written consent of the Indemnified Parties, acting reasonably, or unless such settlement, compromise or judgment: (i) includes an unconditional release of each Indemnified Party from all liability arising out of such Claim; and (ii) does not include a statement as to or an admission of fault, culpability or failure to act, by or on behalf of any Indemnified Party.

(c) With respect to any Indemnified Party who is not a party to this Agreement, the Agent shall obtain and hold the rights and benefits of this Section 6 in trust for and on behalf of such Indemnified Party.

(d) In any Claim, the Indemnified Party shall have the right to retain one other counsel in each jurisdiction to act on its behalf, *provided that* all reasonable fees and disbursements of such counsel shall be paid by the Indemnified Party, unless:

(i) the Applicable Indemnifier(s) and the Indemnified Party shall have mutually agreed to the retention of the other counsel;

(ii) the named parties to any such Claim (including any added third or impleaded party) include both the Indemnified Party and the Applicable Indemnifier(s), and the Indemnified Party shall have reasonably concluded that there may be legal defences available to the Indemnified Party that are different or in addition to those available to the Applicable Indemnifier(s) or the Indemnified Party shall have been advised in writing by legal counsel that the representation of all parties by the same counsel would be inappropriate due to the actual or potential differing interests between them; or

(iii) the Applicable Indemnifier(s) shall not have assumed responsibility for the Claim and retained acceptable counsel within ten days following receipt by the Applicable Indemnifier(s) of notice of any such Claim from the Indemnified Party, *provided*, however, that no settlement of any such Claim or admission of liability may be made by the Indemnified Party without the prior written consent of the Corporation, as the case may be, which consent may not be unreasonably withheld.

(e) If at any time an Indemnified Party shall have requested an Indemnifying Party to reimburse the Indemnified Party for fees and expenses of counsel, such Indemnifying Party agrees that it shall be liable for any settlement of the nature contemplated by this section effected without its written consent if:

(i) such settlement is entered into more than 45 days after receipt by such Indemnifying Party of the aforesaid request;

(ii) such Indemnifying Party shall have received notice of the terms of such settlement at least 45 days prior to such settlement being entered into; and

(iii) such Indemnifying Party shall not have reimbursed such Indemnified Party in accordance with such request, or shall not have disputed in good faith the Indemnified Party's entitlement to such reimbursement, prior to the date of such settlement.

7. Contribution.

(a) If for any reason (other than as a result of gross negligence or willful misconduct), the foregoing indemnification is unavailable to the Agent or any other Indemnified Party or insufficient to hold the Agent or any other Indemnified Parties harmless, then the Corporation shall contribute to the amount paid or payable to the Agent or any Indemnified Party as a result of such fee, cost, expense, loss, claim, damage, or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agent on the other hand but also the relative fault of the Corporation and the Agent, as well as any equitable considerations; provided that the Corporation shall in any event contribute to the amount paid or payable to the Agent or any Indemnified Party as a result of such fee, costs, expense, claim, damage, or liability and any excess of such amount over the amount of the aggregate fees that the Agent received and retained pursuant to this Agreement.

(b) The indemnity and contribution obligations of the Corporation hereunder shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of an successors, assigns, heirs, and personal representatives of the Corporation, the Agents, and any Indemnified Parties. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement. The Corporation acknowledges that the Agent act as trustees for its Affiliates and the Corporation in respect of the covenants of the Corporation set out in this Agreement and shall be entitled to enforce such covenants for and on behalf of such Affiliates and Indemnified Parties.

(c) Any liability of the Agent or Indemnified Party under this Section 7 shall be limited to the amount payable in cash to the Agent pursuant to Section 9.

8. Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. Fees and Expenses

In consideration for its services rendered hereunder, the Corporation agrees to pay to the Agent:

- (a) The Agent's Commissions.
- (b) The Compensation Options.

(c) A work fee (the "**Work Fee**") of \$20,000 plus HST. The Agent acknowledges receipt of an initial payment of \$7,500 plus HST. The balance of the Work Fee shall be paid by the Corporation to the Agent at the Closing Time, from the proceeds of the Offering.

(d) Whether or not the Offering is completed, the Agent's expenses related to the Offering, including but not limited to, the reasonable offering costs, due diligence expenses, travel expenses, and other expenses including, but not limited to, the fees of the Agent's designated legal counsel plus disbursements and taxes (collectively the "**Expenses**"). The Agent acknowledges receipt of a retainer against the Expenses of \$10,000. The balance of the Expenses shall be paid on the Closing.

10. Survival of Representations and Warranties.

The representations, warranties, obligations and agreements of the Corporation contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Debentures shall survive the purchase of the Debentures, with such representations, warranties, obligations and agreements of the Corporation to survive and continue in full force and effect until the Survival Limitation Date (other than in respect of the indemnification obligations of the Corporation set forth in Section 6 or in respect of any Claim that may be pending at that time with respect to any representation, warranty, obligation or agreement of the Corporation contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Debentures which, in each case, shall survive indefinitely) and, in each case, shall continue in full force and effect unaffected by any subsequent disposition of the Debentures by the Agent or the termination of the Agent's obligations and shall not be limited or prejudiced by any investigation made by or on behalf of the Agent in connection with the Distribution of the Debentures.

11. Time.

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

12. Assignment.

The terms and provisions of this Agreement will be binding upon and inure to the benefit of the Corporation and the Agent and their respective successors and assigns; *provided that* except as otherwise provided in this Agreement, this Agreement will not be assignable by any party without the written consent of the others, which consent will not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

13. Governing Law.

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

14. No Fiduciary Duty.

The Corporation hereby acknowledges that:

(a) The purchase and sale of the Debentures pursuant to this Agreement is an arm's-length commercial transaction between the Corporation, on the one hand, and the Agent, on the other hand.

(b) The Agent is acting as principal and not as an agent or fiduciary of the Corporation.

(c) The Corporation's engagement of the Agent in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity.

(d) The Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Agent has advised or is currently advising the Corporation on related or other matters).

(e) The Corporation agrees that it will not claim that the Agent has rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Corporation in connection with such transaction or the process leading thereto.

15. Notice.

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

If to the Corporation:

Vitalhub Corp.
1 Valleybrook Dr #206
North York, ON M3B 2S7

Email: dan.matlow@vitalhub.com

Attention: Daniel Matlow

with a copy to (which shall not constitute notice):

Chitiz Pathak LLP
320 Bay Street, Suite 1600
Toronto, ON M5H 4A6

Email: jarbuckle@ChitizPathak.com

Attention: Josh Arbuckle

If to the Agent:

Industrial Alliance Securities Inc.
38 Auriga Drive, Suite 228
Ottawa, ON K2E 8A5

Email: Greg.Jackson@iagto.ca

Attention: Greg Jackson

or to such other address as any of the parties may designate by giving notice to the others in accordance with this Section 15.

(b) Each notice shall be personally delivered to the addressee or emailed to the addressee and:

(i) a notice that is personally delivered shall, if delivered 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; and

(ii) a notice that is sent by email shall be deemed to be given and received on the first Business Day following the day on which it is sent.

16. Counterparts.

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

17. Entire Agreement.

This Agreement and the other documents referred to in this Agreement constitute the entire agreement among the Agent and the Corporation relating to the subject matter of this Agreement and supersede all prior verbal or written agreements among any one or more of those parties with respect to their respective rights and obligations in respect of the transactions contemplated under this Agreement, including the Engagement Letter.

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

[SIGNATURE PAGE FOLLOWS]

VITALHUB CORP.

per: "Daniel Matlow"
Daniel Matlow
Chief Executive Officer

INDUSTRIAL ALLIANCE SECURITIES INC.

per: "Fred Westra"
Fred Westra
Executive VP, Managing Director & Head of
Capital Markets