

UNDERWRITING AGREEMENT

September 27, 2024

kneat.com, inc.  
77 King Street West  
Suite 3000  
TD Centre North Tower  
Toronto, Ontario M5K 1G8

Attention: Ian Ainsworth, Chairman  
Edmund Ryan, Chief Executive Officer

Dear Sirs:

Cormark Securities Inc. ("**Cormark**" or the "**Lead Underwriter**"), acting as sole bookrunner and lead underwriter, and Canaccord Genuity Corp. ("**Canaccord**") (together with Cormark, the "**Underwriters**" and each, individually, an "**Underwriter**"), hereby severally, and not jointly or jointly and severally, in the respective percentages set out in Section 18 offer to purchase from kneat.com, inc. (the "**Company**"), and the Company hereby agrees to issue and sell to the Underwriters, on the Closing Date (as defined below) 7,368,500 Common Shares (as defined below) (the "**Initial Shares**") at the purchase price of \$4.75 per share (the "**Purchase Price**"), for aggregate gross proceeds to the Company of \$35,000,375.

The Company agrees that each of the Underwriters will be permitted to appoint, at the sole cost and expense of the Underwriter so appointing, other registered dealers (or other dealers duly qualified in their respective jurisdictions) as their agents to assist in the Offering, and that the Underwriters may determine the remuneration payable to such other dealers appointed by them. Such remuneration shall be payable solely by the Underwriters. The Underwriters shall use their commercially reasonable efforts to ensure that such other dealers, if any, comply with the terms of this Agreement as applicable to the Underwriters.

Upon and subject to the terms and conditions herein set forth and in reliance upon the representations and warranties herein contained, the Underwriters, in the respective percentages set out in Section 18 of this Agreement, shall have a non-assignable option (the "**Over-Allotment Option**") to purchase from the Company, up to 1,052,600 additional Common Shares (the "**Additional Shares**"), at the Purchase Price, for the purpose of covering over-allotments and for market stabilization purposes. The Over-Allotment Option is exercisable on or before 5:00 p.m. (Toronto time) on the date that is thirty (30) days after the Closing Date. The Over-Allotment Option may be exercised in whole or in part at any time and from time to time prior to its expiry in accordance with the provisions of this Agreement. The Underwriters shall be under no obligation whatsoever to exercise the Over-Allotment Option in whole or in part.

Unless the context otherwise requires or unless otherwise specifically stated, the offering of the Initial Shares and any Additional Shares described in this Agreement is referred to as the "**Offering**" and all references in this Agreement to "**Offered Shares**" shall mean the Initial Shares and the Additional Shares.

Delivery of and payment for any Additional Shares will be made at the time and on the date (each an "**Option Closing Date**") as set out in a written notice from the Lead Underwriter, on behalf of the Underwriters, referred to below, which may occur on the Closing Date but will in no event occur earlier

than the Closing Date, nor earlier than two Business Days (as defined below) or later than seven Business Days after the date upon which the Company receives a written notice from the Lead Underwriter, on behalf of the Underwriters, setting out the number of Additional Shares to be purchased by the Underwriters. Any such notice must be received by the Company not later than 5:00 p.m. (Toronto time) on the date that is thirty (30) days after the Closing Date. Upon the furnishing of such a notice, the Underwriters will be committed to purchase, and the Company will be committed to sell and deliver to the Underwriters, in accordance with and subject to the provisions of this Agreement, the number of Additional Shares indicated in such notice.

In consideration of the Underwriters' services to be rendered in connection with the Offering, including the agreement of the Underwriters to purchase the Initial Shares, and if applicable, the Additional Shares (as defined below), and to offer them to the public pursuant to the Prospectus (as defined below), the Company agrees to pay to the Lead Underwriter, for and on behalf of all of the Underwriters, (a) at the Time of Closing (as defined below) on the Closing Date (as defined below) an aggregate cash fee equal to 5.0% of the aggregate Purchase Price for the Initial Shares (or \$0.2375 per Initial Share), and (b) on each Option Closing Date (as defined below), a fee equal to 5.0% of the aggregate Purchase Price of the Additional Shares purchased at that time (the fees referred to in (a) and (b) are collectively the "**Underwriters Cash Fees**").

Payment of the Underwriters Cash Fees shall be inclusive of the "**step-up fee**" payable to the Lead Underwriter. The Underwriters agree with the Company and each other Underwriter that the Underwriters Cash Fees shall be allocated as follows: (i) a "**step-up fee**" equal to 5.0% of the Underwriters Cash Fees shall be paid to Cormark and (ii) the remainder of the Underwriters Cash Fees shall be payable to the Underwriters in accordance with the respective percentages set out opposite their names in Section 18 hereof.

The Underwriters agree that any offers and sales of Offered Shares in the United States will be (i) made in accordance with Schedule A attached hereto, which forms part of this Agreement; (ii) conducted in such a manner so as not to require registration thereof or the filing of a registration statement with respect thereto under the U.S. Securities Act (as defined below); and (iii) conducted through one or more duly registered U.S. Affiliates (as defined below) of the Underwriters in compliance with Applicable Securities Laws of the United States. In addition, the Underwriters agree that all offers and sales of Offered Shares outside the United States have been made and will be made in accordance with the requirements of Schedule A applicable thereto. With respect to U.S. Accredited Investors (as defined below), although the offer to purchase the Offered Shares is being made by the Underwriters through their U.S. Affiliates, the Company will sell directly to the U.S. Accredited Investors as substituted purchasers (collectively, the "**U.S. Substituted Purchasers**") with the effect that such U.S. Substituted Purchasers will be the initial purchasers of the Offered Shares. To the extent that U.S. Substituted Purchasers purchase the Offered Shares, the Underwriters shall not be obligated to purchase the Offered Shares so purchased by such U.S. Substituted Purchasers.

The Offering is conditional upon and subject to the additional terms and conditions set forth below. The following are additional terms and conditions of the Agreement among the Company and the Underwriters:

## 1. **Interpretation**

*Definitions* – In addition to the terms previously defined and terms defined elsewhere in this Agreement (as defined below) (including the Schedules hereto), where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

**“Agreement”** means this underwriting agreement dated September 27, 2024 among the Company and the Underwriters, as the same may be supplemented, amended and/or restated from time to time;

**“Ancillary Documents”** means all agreements, indentures, certificates, officer’s certificates, notices and other documents executed and delivered, or to be executed and delivered by the Company in connection with the Offering, whether pursuant to Applicable Securities Laws or otherwise;

**“Anti-Money Laundering Laws”** has the meaning ascribed thereto in Section 8(b)(l)(A) of this Agreement;

**“Applicable Laws”** means, in relation to any person or persons, the Applicable Securities Laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling or award of any Governmental Authority that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority, having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

**“Applicable Securities Laws”** means, collectively, (i) the applicable securities laws of each of the Qualifying Jurisdictions and their respective regulations, rulings, rules, blanket orders, instruments thereunder, the applicable policy statements issued by the Securities Commissions and the rules and policies of the TSX, and (ii) all applicable securities laws in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, and any applicable state securities laws;

**“Business”** means the business of the Company and the Subsidiaries;

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

**“CDS”** means CDS Clearing and Depository Services Inc.;

**“Closing”** means the closing of the Offering or the closing of any Offered Shares purchased and sold pursuant to the exercise of the Over-Allotment Option, as applicable;

**“Closing Date”** means October 10, 2024 or such earlier or later date as may be agreed to in writing by the Company and the Lead Underwriter on behalf of the Underwriters, each acting reasonably;

**“Common Shares”** means the common shares in the capital of the Company;

**“Copyleft License”** means any license that requires, as a condition of use, modification and/or distribution of Software, that such Software, or other software or content incorporated into, derived from, used, or distributed with such Software: (i) in the case of software, be made available or distributed in a form other than binary (e.g., source code form), (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that allow the products or portions thereof or interfaces therefor to be reverse engineered, reverse assembled or disassembled (other than by operation of law), or (iv) be redistributable at no license fee. Copyleft licenses include the GNU General Public License, the GNU Lesser General Public

License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, and all Creative Commons “sharealike” licenses;

“**Copyleft Materials**” means any Software or content subject to a Copyleft License;

“**Defaulted Shares**” has the meanings ascribed thereto in Section 18 of this Agreement;

“**distribution**” means distribution or distribution to the public, as the case may be, for the purposes of the Applicable Securities Laws in Canada;

“**Documents Incorporated by Reference**” means the documents that are specified in the Preliminary Prospectus or Prospectus, as the case may be, as being incorporated by reference therein or that are deemed to be incorporated therein by reference pursuant to Applicable Securities Laws in Canada;

“**Due Diligence Responses**” means the responses provided by the Company together with all written materials provided to the Underwriters or Underwriters’ counsel in connection with a Due Diligence Session, as given by any director or senior officer of the Company in connection with a Due Diligence Session;

“**Due Diligence Session**” has the meaning ascribed thereto in Section 3(c) of this Agreement;

“**Environmental Laws**” has the meaning ascribed thereto in Section 8(b)(xxxv) of this Agreement;

“**Final Receipt**” means the Passport Receipt for the Prospectus;

“**Financial Statements**” means the audited consolidated financial statements of the Company included in the Offering Documents as at and for the year ended December 31, 2023 (which financial statements include comparative financial information for the 2021 financial year), together with the report of KPMG LLP thereon, and the unaudited condensed interim consolidated financial statements of the Company as at and for the six-month period ended June 30, 2024 (which financial statements include comparative financial information for the six-month period ended June 30, 2023), and including the notes with respect to those financial statements;

“**Governmental Authority**” means and includes, without limitation, any national, federal, provincial, state or municipal government or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

“**IFRS**” means International Financial Reporting Standards;

“**Indemnified Parties**” and “**Indemnified Party**” have the meanings ascribed thereto in Section 13(a) of this Agreement;

“**Intellectual Property**” means, without limitation, (i) trademarks, including brand names, business names, trade names, registered and unregistered trademarks, service marks, certification marks, distinguishing guises, trade dress, get-up, logos and other indications of origin, registered or unregistered throughout the world; (ii) patents, including patents, patent rights (including design patents and industrial designs) and related applications, respectively issued or filed throughout the world, as well as any re-examinations, extensions and reissues thereof and divisional, continuation, continuation-in-parts and any other applications or patents

that claim priority from such patents and applications; (iii) registered and unregistered copyrights, writings and other copyrightable works of authorship, including computer programs, data bases and related documentation, synchronization, maskworks and integrated circuit topographies, and all rights, claims and privileges pertaining thereto; (iv) trade secrets (proprietary and non-public business information) including know-how, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, research and development information, customer lists, and business plans and marketing plans; (vi) other intellectual and industrial property and other proprietary rights information; and (vii) domain names and URL;

“**Lien**” means any mortgage, charge, pledge, hypothec, claim, security interest, assignment, lien (statutory or otherwise), title retention agreement or arrangement, restrictive covenant, defect, restriction on transfer or other encumbrance of any nature, including any arrangement or condition that, in substance, secures payment or performance of an obligation;

“**Lock-up Period**” has the meaning ascribed thereto in Section 10(m) of this Agreement;

“**Locked-up Shareholders**” has the meaning ascribed thereto in Section 10(m) of this Agreement;

“**Losses**” has the meanings ascribed thereto in Section 13(a) of this Agreement;

“**Material Adverse Effect**” means any event, fact, circumstance, development, occurrence or state of affairs that is or could reasonably be expected to be (i) materially adverse to the business, assets (including intangible assets), affairs, operations, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations of the Company and any of the Subsidiaries, taken as a whole, or (ii) materially adverse to the completion of the transactions contemplated by this Agreement;

“**material change**” has the meaning ascribed thereto in the Applicable Securities Laws of the Province of Ontario;

“**material fact**” has the meaning ascribed thereto in the Applicable Securities Laws of the Province of Ontario;

“**misrepresentation**” has the meaning ascribed thereto in the Applicable Securities Laws of the Province of Ontario;

“**NI 44-101**” means National Instrument 44-101 – *Short Form Prospectus Distributions* of the Canadian Securities Administrators;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

“**Offering Documents**” means, collectively, the Preliminary Prospectus, the Prospectus and the Supplementary Material, and also includes any U.S. Placement Memorandum;

“**Omnibus Plan**” has the meaning ascribed thereto in Section 8(b)(viii) of this Agreement;

“**Open Source License**” means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, including any license

approved by the Open Source Initiative, or any Creative Commons License. For the avoidance of doubt, Open Source Licenses include Copyleft Licenses;

**“Open Source Materials”** means any Software or content subject to an Open Source License;

**“OSC”** means the Ontario Securities Commission, as principal regulator;

**“Passport Receipt”** means a receipt issued by the OSC as principal regulator pursuant to the Passport System and that evidences receipt, on behalf of itself and the Securities Commissions of the other Qualifying Jurisdictions, for the Preliminary Prospectus, the Prospectus or any Supplementary Materials, as the case may be;

**“Passport System”** means the passport system procedures provided for under Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* of the Canadian Securities Administrators;

**“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 Governmental Authority;

**“Preliminary Prospectus”** means the preliminary short form prospectus of the Company dated as of the date hereof relating to the qualification in all the Qualifying Jurisdictions of the distribution of the Offered Shares and the grant of the Over-Allotment Option under the Applicable Securities Laws of the Qualifying Jurisdictions, including all of the Documents Incorporated by Reference;

**“Preliminary Receipt”** means the Passport Receipt for the Preliminary Prospectus;

**“Premises”** has the meaning ascribed thereto in Section 8(b)(iv) of this Agreement;

**“Principal Securityholder”** means any securityholder of the Company that, as at the Closing Date or an Option Closing Date (as applicable), owns 10% or more of the outstanding Common Shares on such date prior to giving effect to the Closing, but taking into account the Common Shares issuable to such securityholder or conversion or exercise of securities convertible into exercisable for Common Shares;

**“Prospectus”** means the (final) short form prospectus of the Company to be prepared in connection with the qualification in all the Qualifying Jurisdictions of the distribution of the Offered Shares, the grant of the Over-Allotment Option under the Applicable Securities Laws of the Qualifying Jurisdictions, including all of the Documents Incorporated by Reference;

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

**“Securities Commission”** means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions and **“Securities Commissions”** means all of them;

**“Selling Firm”** has the meaning ascribed thereto in Section 4(a) of this Agreement;

**“Software”** shall mean computer programs, operating systems, applications, interfaces, applets, applications, software scripts, macros, firmware, middleware, development tools, and other codes, instructions or sets of instructions for computer hardware or software, (including mobile apps), whether in source code, executable (object) code, script, or otherwise;

**“Standard Listing Conditions”** has the meaning ascribed thereto in Section 5(a)(v) of this Agreement;

**“Subsequent Disclosure Documents”** means any annual and/or interim financial statements, management’s discussion and analysis of financial condition and results of operations, information circulars, annual information forms, material change reports or other documents issued by the Company after the date of this Agreement that are required to be incorporated by reference into the Prospectus;

**“Subsidiaries”** means Kneat Solutions Limited and Kneat Solutions Inc., and **“Subsidiary”** means any one of them;

**“Supplementary Material”** means, collectively, any amendment to or amendment and restatement of the Preliminary Prospectus and/or 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 the Applicable Securities Laws of the Qualifying Jurisdictions relating to the distribution of the Offered Shares thereunder;

**“Survival Limitation Date”** means the later of:

- (a) the second anniversary of the Closing Date; and
- (b) the latest date under the Applicable Securities Laws that any purchaser of the Offered Shares (including, without limitation, any Underwriter) may be entitled to commence an action or exercise a right of rescission, with respect to a misrepresentation contained or incorporated by reference in the Prospectus or, if applicable, any Supplementary Material;

**“Technology”** has the meaning ascribed thereto in Section 8(b)(liii) of this Agreement;

**“Time of Closing”** means 8:00 a.m. (Toronto time) on the Closing Date or Option Closing Date, as applicable, or such other time on the Closing Date or Option Closing Date, as applicable, as may be agreed to by the Company and the Lead Underwriter on behalf of the Underwriters;

**“TSX”** means the Toronto Stock Exchange;

**“United States”** has the meaning given to it in Schedule A to this Agreement;

**“U.S. Accredited Investor”** means an "accredited investor" meeting one or more of the criteria in Rule 501(a) of Regulation D under the U.S. Securities Act;

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

**“U.S. Exchange Act”** means the United States Securities Exchange Act of 1934, as amended;

**“U.S. Person”** means a U.S. person as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

**“U.S. Placement Memorandum”** means the U.S. private placement memorandum, if any, and any amendments thereto, to be attached to all copies of the Prospectus to be delivered in connection with the offer and sale of the Offered Shares in the United States and referred to in Schedule A to this Agreement; and

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

Other

- (a) Capitalized terms used but not defined herein have the meanings ascribed to them in the Preliminary Prospectus or, upon filing of the Prospectus, in the Prospectus, as the case may be.
- (b) Any reference in this Agreement to a Section shall refer to a section of this Agreement.
- (c) 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.
- (d) Any reference in this Agreement to “\$” or to “dollars” shall refer to the lawful currency of Canada, unless otherwise specified.
- (e) The following are the schedules to this Agreement, which schedules (including the representations, warranties and covenants set out therein) are deemed to be a part hereof and are hereby incorporated by reference herein:  
  
Schedule A - Compliance with U.S. Securities Laws.
- (f) Where any representation or warranty contained in this Agreement or any Ancillary Document is expressly qualified by reference to the “**knowledge**” of the Company, or where any other reference is made herein or in any Ancillary Document to the “**knowledge**” of the Company, it shall be deemed to refer to the actual knowledge of Edmund Ryan, Chief Executive Officer and Director of the Company, and Hugh Kavanagh, Chief Financial Officer of the Company, after having made due enquiry of appropriate and relevant persons and documentation.

**2. Nature of Transaction**

Each purchaser who is resident in a Qualifying Jurisdiction shall purchase the Offered Shares pursuant to the Prospectus. Each other purchaser not resident in a Qualifying Jurisdiction, or located outside of a Qualifying Jurisdiction, shall purchase Offered Shares, 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 (including Schedule A to this Agreement with respect to offers and sales of Offered Shares in the United States). The Company hereby agrees to comply with all Applicable Securities Laws on a timely basis in connection with the distribution of the Offered Shares 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 Applicable Securities Laws in the Qualifying Jurisdictions within the time required by Applicable Securities Laws in the Qualifying Jurisdictions. The Underwriters agree to assist the Company in all commercially reasonable respects to secure compliance with all regulatory requirements in connection with the Offering, and to offer the Offered Shares for sale only in the Qualifying Jurisdictions and the United States and, subject to the prior written consent of the Company, in such jurisdictions outside of the Qualifying Jurisdictions and the United States where permitted by and in accordance with Applicable Securities Laws, 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.

### 3. Filing of Prospectus

- (a) The Company shall:
- (i) not later than 4:30 p.m. (Toronto time) or such time on the date hereof as otherwise agreed to by the Lead Underwriter, on behalf of the Underwriters, have prepared and filed the Preliminary Prospectus in form and substance satisfactory to the Underwriters (acting reasonably), and other required documents with the Securities Commissions in each of the Qualifying Jurisdictions under the Applicable Securities Laws, and will use its commercially reasonable best efforts to obtain a Preliminary Receipt by no later than 12:00 p.m. (Toronto time) on the Business Day after the date hereof; and
  - (ii) use its commercially reasonable best efforts to promptly satisfy and resolve all comments of the Securities Commissions regarding the Preliminary Prospectus and will forthwith after any comments with respect to the Preliminary Prospectus have been received from the Securities Commissions but, in any event, not later than 5:00 p.m. (Toronto time) on October 7, 2024 (or such later date as may be agreed to in writing by the Company and the Lead Underwriter on behalf of the Underwriters), have prepared, filed and obtained a Final Receipt from the OSC and will have otherwise fulfilled all legal requirements to qualify the Initial Shares and Additional Shares for distribution to the public in the Qualifying Jurisdictions through the Underwriters or any other dealer registered to transact such business in the applicable Qualifying Jurisdictions.
- (b) During the period of distribution of the Offered Shares, 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 Applicable Securities Laws to continue to qualify the distribution of the Offered Shares or, in the event that the Offered Shares have, for any reason, ceased so to qualify, to so qualify again the Offered Shares, as applicable, for distribution.
- (c) Prior to the filings of Preliminary Prospectus and the Prospectus and thereafter, during the period of distribution of the Offered Shares, including prior to the filing of any Supplementary Material, the Company shall permit the Underwriters to review and participate fully in the preparation of such documents and shall permit the Underwriters to conduct all due diligence investigations (including through the conduct of oral due diligence sessions at which management of the Company, its auditors and its legal counsel shall participate (such sessions, collectively, the “**Due Diligence Sessions**”)) which they may reasonably require in order to fulfill their obligations as underwriters and in order to enable them to execute the certificate required to be executed by them at the end of the Offering Documents and to confirm as at any date that the Underwriters continue to have reasonable grounds for the belief that the Offering Documents do not contain a misrepresentation as at such date or as at the date of such Offering Document.

#### 4. Distribution and Certain Obligations of Underwriters

- (a) 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 Shares (each, a “**Selling Firm**”) to agree to, comply with the Applicable Securities Laws in connection with the distribution thereof and shall offer the Offered Shares for sale to the public in the Qualifying Jurisdictions and on a private placement basis in any other jurisdictions, 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 Shares only in those jurisdictions where they may be lawfully offered for sale or sold and shall seek the prior consent of the Company, such consent not to be unreasonably withheld, regarding the jurisdictions other than the Qualifying Jurisdictions and the United States where the Offered Shares are to be offered and sold. The Underwriters shall: (i) use all commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Shares as soon as reasonably practicable; and (ii) promptly, and in any event within 30 days after the Closing Date, notify the Company when, in their opinion, the Underwriters and the Selling Firms have ceased distribution of the Offered Shares, including a breakdown of the number of Offered Shares distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Commissions and the breakdown of the number of Offered Shares distributed in jurisdictions other than the Qualifying Jurisdictions.
- (b) The Underwriters shall, and shall require any Selling Firm to agree to, distribute the Offered Shares in a manner which complies with and observes all Applicable Laws in each jurisdiction into and from which they may offer to sell the Offered Shares or distribute the Preliminary Prospectus, the Prospectus or any Supplementary Material in connection with the distribution of the Offered Shares and will not, directly or indirectly, offer, sell or deliver any Offered Shares or deliver the Preliminary Prospectus, the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner that will not require the Company to comply with the registration and prospectus or other similar requirements under the Applicable Securities Laws of such other jurisdictions. Subject to the foregoing, the Underwriters and any Selling Firm shall be entitled to offer and sell the Offered Shares in the United States solely pursuant to an applicable exemption or exemptions from the registration requirements of the U.S. Securities Act and any applicable U.S. state securities laws, and, subject to the prior written consent of the Company, in other jurisdictions in accordance with any Applicable Securities Laws and other laws in the jurisdictions in which the Underwriters and/or Selling Firms offer the Offered Shares. Any offer or sale of the Offered Shares in the United States will be made in accordance with Schedule A hereto, and any offer or sale of the Offered Shares outside the United States will be made in accordance with the provisions of Schedule A hereto applicable to such offers and sales.
- (c) For the purposes of this Section 4, the Underwriters shall be entitled to assume that the Offered Shares are qualified for distribution in any Qualifying Jurisdiction where a Final Receipt for the Prospectus shall have been issued under the Passport System following the filing of the Prospectus unless otherwise notified in writing.
- (d) During the distribution of the Offered Shares, (i) other than the Offering Documents and the Term Sheet, in substantially the form attached as Schedule A to the letter

agreement between the Company and Lead Underwriter dated September 23, 2024, the Company and the Underwriters shall not provide any potential investor with any materials or information in relation to the distribution of the Offered Shares; and (ii) the Underwriters shall not provide any potential investor with any materials or information that could constitute “**marketing materials**” (as defined in National Instrument 41-101 — *General Prospectus Requirements* of the Canadian Securities Administrators) in relation to the distribution of the Offered Shares.

- (e) Notwithstanding the foregoing provisions of this Section 4, an Underwriter will not be liable to the Company under this Section 4 with respect to a default under this Section 4 or Schedule A by another Underwriter or another Underwriter’s U.S. Affiliate. However, each Underwriter shall be liable to the Company under this Section 4 or Schedule A with respect to any breach by it or its U.S. Affiliate of this Section 4 or of the selling restrictions set forth in Schedule A.

## 5. Deliveries on Filing and Related Matters

- (a) The Company shall deliver to the Underwriters:
  - (i) concurrently with the filing of each of the Preliminary Prospectus and the Prospectus, as the case may be, a copy of each of the Preliminary Prospectus and the Prospectus, signed by the Company as required by Applicable Securities Laws in the Qualifying Jurisdictions;
  - (ii) concurrently with the filing thereof, a copy of any Supplementary Material required to be filed by the Company in compliance with Applicable Securities Laws in the Qualifying Jurisdictions;
  - (iii) concurrently with the filing of the Prospectus with the Securities Commissions, one or more “long form” comfort letter dated the date of the Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Company from the auditors of the Company, KPMG LLP, with respect to the Financial Statements and other financial and accounting information relating to the Company contained or incorporated by reference in the Prospectus, which letter shall be based on a review by KPMG LLP within a cut-off date and based on a review of not more than two Business Days prior to the date of the letter, which letter shall be in addition to any comfort or consent letter of KPMG LLP addressed to the Securities Commissions in the Qualifying Jurisdictions;
  - (iv) a copy of the preliminary version of the U.S. Placement Memorandum and, as soon as possible after the Preliminary Prospectus, the Prospectus and any Supplementary Material are prepared, copies of the final U.S. Placement Memorandum incorporating by reference such documents;
  - (v) prior to the filing of the Prospectus with the Securities Commissions, copies of correspondence demonstrating that the listing and posting, or an application for listing and posting, for trading on the TSX of the Offered Shares has been approved or submitted for approval, as the case may be, subject only to the satisfaction by the Company of such customary and standard post-closing conditions imposed by the TSX in similar circumstances and set forth in a letter of the TSX addressed to the Company (the “**Standard Listing Conditions**”); and

- (vi) 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 Shares 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 Shares under Applicable Securities Laws and who comply with such Applicable Securities Laws.

(b) **Supplementary Material**

If applicable, the Company shall also prepare and deliver promptly to the Underwriters signed copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation or deemed incorporation by reference in the Prospectus of any Subsequent Disclosure Document other than a material change report, the Company shall deliver to the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, one or more comfort letters substantially similar to the letter referred to in Section 5(a)(iii).

(c) **Representations of the Company as to Prospectus and Supplementary Material**

Each delivery to any Underwriter of any Offering Document by the Company shall constitute the representation and warranty of the Company to the Underwriters that:

- (i) all information and statements (except information and statements relating solely to and provided in writing by the Underwriters for inclusion in the Preliminary Prospectus, the Prospectus or any Supplementary Material, and except for any information or statement in or incorporated by reference in an Offering Document that has been superseded by any subsequent information or statement in or incorporated by reference in such Offering Document) contained and incorporated by reference in such Offering Documents are, at the respective dates of delivery thereof, and, if applicable, the respective dates of filing, of such Offering Documents, true and correct in all material respects and contain no misrepresentation and, on the respective dates of such Offering Documents, constitute full, true and plain disclosure of all material facts relating to the Company and the Offered Shares as required by Applicable Securities Laws of the Qualifying Jurisdictions;
- (ii) no material fact (except information and statements relating solely to and provided in writing by the Underwriters for inclusion in the Preliminary Prospectus, the Prospectus or any Supplementary Material) has been omitted from any Offering Document that is required to be stated therein or is necessary to make the statements therein not misleading in the light of the circumstances in which they were made; and
- (iii) except with respect to any information relating solely to the Underwriters and provided by the Underwriters for inclusion in the Preliminary Prospectus, the Prospectus or any Supplementary Material, each of such Offering Documents complies in all material respects with the requirements of the Applicable Securities Laws of the Qualifying Jurisdictions.

Such deliveries shall also constitute the Company's consent to the Underwriters' and any Selling Firm's use of the Offering Document in connection with the distribution of the Offered Shares in compliance with this Agreement and Applicable Securities Laws.

(d) **Delivery of Prospectus and Related Matters**

- (i) The Company will cause to be delivered to the Underwriters, at those delivery points as the Underwriters reasonably request, as soon as possible and in any event no later than 12:00 noon (Toronto time) on the day that is two Business Days following the day on which the Company has obtained (i) the Preliminary Receipt for the Preliminary Prospectus, (ii) the Final Receipt for the Prospectus, and thereafter from time to time during the distribution of the Offered Shares, as many commercial copies of the Preliminary Prospectus, the Prospectus and/or the U.S. Placement Memorandum, as applicable, as the Underwriters may reasonably request. Each delivery of any of the Offering Documents will have constituted or will constitute, as the case may be, consent of the Company to the use by the Underwriters, the U.S. Affiliates and any Selling Firms, as applicable, of those documents in connection with the distribution and sale of the Offered Shares in all of the Qualifying Jurisdictions and of the U.S. Placement Memorandum for the offer and sale of the Offered Shares in the United States, in compliance with the provisions of Schedule A.
- (ii) The Company shall cause to be provided to the Underwriters, without charge, such number of copies of any Documents Incorporated by Reference in the Preliminary Prospectus, the Prospectus or any Supplementary Material as the Underwriters may reasonably request for use in connection with the distribution of the Offered Shares.

(e) **Press Releases**

Subject to compliance with Applicable Securities Laws, during the period commencing on the date hereof and until completion of the distribution of the Offered Shares, the Company will promptly provide to the Underwriters drafts of any press releases of the Company for review by the Underwriters and their counsel prior to issuance, provided that any such review will be completed in a timely manner, and the Company agrees that it shall obtain prior approval of the Underwriters, acting reasonably, as to the content and form of any such press release.

**6. Material Change**

- (a) The Company shall promptly inform the Underwriters (and promptly confirm such notification in writing) during the period prior to the Underwriters notifying the Company of the completion of the distribution of the Offered Shares in accordance with Section 4(a) hereof of the full particulars of:
  - (i) any material change whether actual, anticipated, contemplated, threatened or proposed in the Company or in its business, assets (including intangible assets), affairs, operations, liabilities (contingent or otherwise), obligations (whether absolute, accrued, conditional or otherwise), capital, properties, condition (financial or otherwise), results of operations or prospects or in respect of the Offering;
  - (ii) any material fact that has arisen or has been discovered or any new material fact that would have been required to have been stated in the Offering Documents had that fact arisen or been discovered on, or prior to the date of any of the Offering Documents; or

- (iii) 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 any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, including as a result of any of the Offering Documents containing or incorporating by reference an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statement therein not false or not misleading in the light of the circumstances in which it was made, or which could result in any of the Offering Documents not complying with the Applicable Securities Laws of any Qualifying Jurisdiction.
- (b) Subject to Section 6(d), the Company will prepare and file promptly (and, in any event, within the time prescribed by Applicable Securities Laws in the Qualifying Jurisdictions) any Supplementary Material that may be necessary under the Applicable Securities Laws in the Qualifying Jurisdictions, and the Company will prepare and file promptly at the request of the Underwriters any Supplementary Material that, in the opinion of the Underwriters, acting reasonably, may be necessary or advisable, and will otherwise comply with all legal requirements necessary, to continue to qualify the Offered Shares for distribution in each of the Qualifying Jurisdictions.
- (c) During the period commencing on the date hereof until the Underwriters notify the Company of the completion of the distribution of the Offered Shares, the Company will promptly inform the Underwriters in writing of the full particulars of:

  - (i) 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;
  - (ii) the receipt by the Company of any material communication, whether written or oral, from any Securities Commission, the TSX or any other competent authority, relating to the Preliminary Prospectus, the Prospectus, any Supplementary Material or the distribution of the Offered Shares;
  - (iii) any notice or other correspondence received by the Company from any Governmental Authority requesting any information, a meeting or a hearing relating to the Company, the Offering, the issue and sale of the Offered Shares or any other event or state of affairs that would reasonably be expected to have a Material Adverse Effect; or
  - (iv) the issuance by any Securities Commission, the TSX 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, 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.
- (d) In addition to the provisions of Sections 6(a), 6(b) and 6(c) hereof, the Company shall in good faith discuss with the Underwriters any circumstance, change, event or fact contemplated in Sections 6(a), 6(b) or 6(c) that is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under

Sections 6(a), 6(b) or 6(c) hereof and shall 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 shall be filed with any Securities Commission prior to the review and approval thereof by the Underwriters and their counsel, acting reasonably.

## **7. Regulatory Approvals**

- (a) Prior to the filing of the Prospectus with the Securities Commissions, the Company shall file or cause to be filed with the TSX all necessary documents and shall take or cause to be taken all necessary steps to ensure that the Offered Shares have been approved for listing and posting for trading on the TSX subject only to the Standard Listing Conditions, as applicable.
- (b) The Company will make all necessary filings and will use all reasonable efforts to obtain all necessary regulatory consents and approvals (if any), and will pay all filing and other fees required to be paid in connection with the transactions contemplated in this Agreement.

## **8. Representations and Warranties of the Company**

- (a) Each delivery of the Preliminary Prospectus, the Prospectus, and any Supplementary Material pursuant to Section 5(a) or Section 5(b) above shall constitute a representation and warranty to the Underwriters by the Company (and the Company hereby acknowledges that each of the Underwriters is relying on such representations and warranties in entering into this Agreement) that:
  - (i) all of the information and statements (except information and statements furnished in writing by and relating solely to the Underwriters) contained or incorporated by reference in the Preliminary Prospectus, the Prospectus, or any Supplementary Material, as applicable, including, without limitation, the documents incorporated by reference therein, as the case may be:
    - (A) are at the respective dates of such documents, true and correct in all material respects;
    - (B) contain no misrepresentation; and
    - (C) constitute full, true and plain disclosure of all material facts relating to the Company, the Subsidiaries and the Offered Shares;
  - (ii) the Preliminary Prospectus, the Prospectus, or any Supplementary Material, as applicable, including, without limitation, the documents incorporated by reference, as the case may be, comply in all material respects with the Applicable Securities Laws, including without limitation NI 44-101; and
  - (iii) there has been no intervening material change (actual, proposed or prospective, whether financial or otherwise), from the date of the Preliminary Prospectus, the Prospectus, and any Supplementary Material to the time of delivery thereof, in the business, operations, revenues, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Company.

(b) In addition to the representations and warranties contained in Section 8(a) hereof, the Company represents and warrants to, and covenants with, the Underwriters, and acknowledges that each of the Underwriters is relying upon such representations, warranties and covenants in entering into this Agreement, that:

- (i) Authorized and Outstanding Capital: The Company is authorized to issue an unlimited number of Common Shares, which are described in the Preliminary Prospectus, of which, as of the date hereof, 86,005,001 Common Shares are issued and outstanding as fully paid and non-assessable common shares in the capital of the Company. In addition, there are, as of the date hereof options to purchase 1,329,267 Common Shares outstanding, 630,661 deferred share units outstanding, and 2,104,668 restricted shares units outstanding.
- (ii) Subsidiaries: The Company has no direct or indirect subsidiaries or any material investment or proposed investment in any person other than the Subsidiaries. The Company beneficially owns, directly or indirectly, the percentages indicated below of the issued and outstanding shares in the capital of each Subsidiary, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and validly issued and are outstanding and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Company or any Subsidiary of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of the Subsidiaries or any other security convertible into or exchangeable for any such shares:

| Name                    | Jurisdiction of Existence | Ownership Interest (Direct or Indirect) |
|-------------------------|---------------------------|---|
| Kneat Solutions Limited | Ireland                   | 100%                                    |
| Kneat Solutions Inc.    | Pennsylvania              | 100%                                    |

- (iii) Corporate Existence and Power: The Company and each Subsidiary is a valid and subsisting Company duly incorporated, established, continued or amalgamated, as the case may be, and in good standing under the laws of its jurisdiction of incorporation, establishment continuation or amalgamation and has all requisite corporate power, capacity and authority to carry on its Business as currently conducted (and as proposed to be conducted) and to own, lease and operate its property and assets in its jurisdiction;
- (iv) Registration to Do Business: The Company and each Subsidiary is duly registered to do business and are in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities make such registration necessary;
- (v) Listing: The Common Shares are listed and posted for trading on the TSX and the Company has made an application to the TSX so that at the time of issue of the Offered Shares will have been conditionally approved for listing on the TSX, subject only to the Standard Listing Conditions, and the Company shall use its commercially reasonable efforts to (i) maintain the listing of its Common Shares on the TSX or on or from any stock exchange, market or trading or

quotation facility on which its Common Shares are listed or quoted, and (ii) comply, in all material respects, with the rules and regulations thereof;

- (vi) Securities Law Matters: The Common Shares are listed only on the TSX and the Company is a reporting issuer or the equivalent only in the Qualifying Jurisdictions, and (i) is not in default of any material requirement of the Applicable Securities Laws of the Qualifying Jurisdictions, (ii) will use its best efforts to continue to be a reporting issuer in good standing in each such jurisdiction until the earlier of the termination of this Agreement and four months following Closing Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Company, and (iii) has no reasonable grounds to believe that it will not continue to be a reporting issuer in good standing in each such jurisdiction for at least four months from the Closing Date, subject to the obligations of the directors to comply with their fiduciary duties to the Company;
- (vii) No Shareholders Agreement: No shareholders agreement or similar agreement affecting the business, affairs or governance of the Company or the rights of shareholders of the Company (including, without limitation, the ability of such shareholders to transfer or vote their shares of the Company) exists;
- (viii) Other Rights: Other than pursuant to the 1,329,267 stock options, the 630,661 deferred share units, and the 2,104,668 restricted shares units issued under the Company's omnibus equity incentive plan ("**Omnibus Plan**") and outstanding as of the date hereof, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any of the Common Shares or any other security convertible into or exchangeable for any Common Shares or other security of the Company or to require the Company to purchase, redeem or otherwise acquire any of its issued and outstanding Common Shares or other securities;
- (ix) No Registration Rights: There are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a prospectus or registration statement with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the offering to which this Agreement relates;
- (x) No Pre-Emptive Rights: The issue of the Offered Shares will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Company or to which the Company is subject;
- (xi) Transfer Agent: Computershare Investor Services Inc. has been appointed by the Company as the registrar and transfer agent for the Common Shares;
- (xii) Authorization: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, and the delivery of the Offered Shares;
- (xiii) No Conflict: None of the offering and sale of the Securities, the execution and delivery of this Agreement or the Subscription Agreements, the compliance by the Company with the provisions of this Agreement or the consummation of

the transactions contemplated herein and therein including, without limitation, the issue of the Securities upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Underwriters with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under Applicable Securities Laws of any of the Qualifying Jurisdictions and the policies of the TSX and will be obtained on or after the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of the properties or assets thereof is bound, or the articles or any other constating document of the Company or any Subsidiary or any resolution passed by the directors (or any committee thereof) or shareholders of the Company, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Company, the Subsidiaries, or any of the properties or assets thereof;

- (xiv) Power and Capacity: The Company has full corporate capacity, power and authority to enter into this Agreement, to perform its obligations set out herein and therein, and this Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except in any case as enforcement of the Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable law. The Company has full corporate power and authority to issue the Offered Shares and to grant the Over- Allotment Option and, upon receipt of full payment therefor, at the Time of Closing (including, if applicable, any Time of Closing on any Option Closing Date), the Offered Shares will be duly and validly authorized, allotted and reserved for issuance and, at the time of their issuance, the Offered Shares will have been duly and validly issued as fully paid and non-assessable Common Shares;
- (xv) Approval of Certificates: the definitive forms of certificates, if any, for the Common Shares have been or will be prior to the Closing Date duly approved and adopted by the Company and will comply with all legal requirements relating thereto;
- (xvi) No Material Adverse Change: Since June 30, 2024, there has not been any Material Adverse Effect and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Effect;
- (xvii) No Undisclosed Material Change: No material change relating to the Company or any Subsidiary has occurred with respect to which a material change report has not been filed under any Securities Laws of the Qualifying Jurisdictions and no such disclosure has been made on a confidential basis;

- (xviii) Completeness and Accuracy of Due Diligence Materials: All documents and information delivered by the Company to the Underwriters and their counsel as a part of their due diligence in connection with the Offering were complete and accurate in all material respects;
- (xix) Public Disclosure: The Company is in compliance in all material respects with all its disclosure obligations under Applicable Securities Laws of the Qualifying Jurisdictions (including, without limitation, all of its disclosure obligations pursuant to NI 51-102 and pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices of the Canadian Securities Administrators*). Each of the Preliminary Prospectus and the Prospectus is, as of the date thereof (or will at the time of the filing thereof be), in compliance in all material respects with Applicable Securities Laws of the Qualifying Jurisdictions and did not contain any misrepresentation or 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 Company and do not contain any misrepresentation or 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 thereof. There is no fact known to the Company which the Company has not publicly disclosed which results in a Material Adverse Effect, or so far as the Company can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Company to perform its obligations under this Agreement;
- (xx) No Filings: There are no documents required to be filed with any Securities Commission in connection with the filing of the Preliminary Prospectus and the Prospectus that have not been filed as required by Applicable Securities Laws of the Qualifying Jurisdictions. There are no material contracts or material documents that are required to be described in the Offering Documents which have not been so described;
- (xxi) Timely Disclosure: The Company is in compliance in all material respects with all timely disclosure obligations under Applicable Securities Laws of the Qualifying Jurisdictions and, without limiting the generality of the foregoing, there has not occurred any material change which has not been publicly disclosed and none of the documents filed by or on behalf of the Company pursuant to Applicable Securities Laws of the Qualifying Jurisdictions contain a misrepresentation at the date of the filing thereof;
- (xxii) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Company or prohibiting the issue and sale of securities by the Company is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Company, are pending, contemplated or threatened;
- (xxiii) Accounting Controls: The Company maintains and will maintain a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of the Company; (ii) that transactions

are recorded as necessary to permit the preparation of the financial statements for the Company in conformity with IFRS and to maintain asset accountability; (iii) that access to assets of the Company is permitted only in accordance with the general or a specific authorization of management or directors of the Company; (iv) that the recorded accountability for assets of the Company is compared with the existing assets of the Company at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on its financial statements or interim financial statements;

- (xxiv) Financial Statements: The Financial Statements (i) comply as to form in all material respects with the requirements of the Applicable Securities Laws of the Qualifying Jurisdictions, (ii) present fairly, in all material respects, the financial position of the Company and its financial performance and its cash flows and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in accordance with IFRS, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Company, and there has been no change in accounting policies or practices of the Company since September 30, 2023. No material changes in such position have taken place since the date thereof, save in the ordinary course of the Company's business or as disclosed in the Offering Documents;
- (xxv) No-off Balance Sheet Transactions: There are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or any Subsidiary with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Company or any Subsidiary or that would reasonably be expected to be material to an investor in making a decision to purchase the Offered Shares;
- (xxvi) Liabilities: There are no contingent liabilities in excess of the liabilities that are either reflected or reserved against in the Financial Statements which would reasonably be expected to be material to the condition of the Company, and the Company has no liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements respectively, or referred to or disclosed in the Preliminary Prospectus and the Prospectus, other than liabilities, obligations, or indebtedness or commitments (i) incurred in the normal course of business; or (ii) which would not result in a Material Adverse Effect;
- (xxvii) Auditors: The auditors of the Company, KPMG LLP, were appointed in October 2020 and are independent public accountants as required under Applicable Securities Laws in the Qualifying Jurisdictions and there has not been a reportable event (within the meaning of NI 51-102) between the Company and

the current or former auditors of the Company or its Subsidiaries, and the Company has no current intention to change its auditors;

- (xxviii) Audit Committee: The audit committee of the Company operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators and the Company will use its commercially reasonable efforts to ensure that the audit committee is comprised in accordance with said instrument following Closing;
- (xxix) Changes in Financial Position: Since June 30, 2024, the Company has not:
  - (A) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;
  - (B) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and
  - (C) entered into any material transaction or made a significant acquisition save and except the Offering;
- (xxx) Insolvency: Neither the Company nor any Subsidiary has committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it;
- (xxxi) Applicable Laws: The Company has complied and will comply in all material respects with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, in all matters relating to the Offering and the issuance of the Company's securities thereunder;
- (xxxii) Privacy Laws: The Company and each Subsidiary is in compliance with all privacy laws applicable to it and it has not received written notice of any request, complaint, investigation, inquiry or claim relating to its handling of personal information, save and except for acts of non-compliance which would not result in a Material Adverse Effect;
- (xxxiii) No Contemplated Changes: The Company has not approved nor has it entered into any agreement in respect of, or has any knowledge of:
  - (A) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Company whether by asset sale, transfer of shares or otherwise;

- (B) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Company or otherwise) of the Company; or
  - (C) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the shares of the Company.
- (xxxiv) Interests in Material Transactions: None of the directors, officers or employees of the Company, or any person who owns, directly or indirectly, more than 10% of any class of securities of the Company, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any material transaction or any proposed material transaction with the Company which, as the case may be, materially affects, is material to or will materially affect the Company other than as set out in the Offering Documents;
- (xxxv) Environmental Matters: The Company and each of the Subsidiaries (A) is in compliance with any and all applicable laws and regulations relating to the protection of human health and safety, the environment or substances regulated by laws, including hazardous or toxic substances or wastes, pollutants or contaminants (“**Environmental Laws**”), (B) has received all material permits or other approvals required of them under applicable Environmental Laws to conduct its Business, and (C) is in compliance with all terms and conditions of any such permit or approval, except in all such cases where such non-compliance with Environmental Laws, failure to receive required permits or other approvals or failure to comply with the terms and conditions of such permits or approvals would not have a Material Adverse Effect;
- (xxxvi) Taxes and Tax Returns: The Company and each Subsidiary has filed in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof and all applicable tax instalments to the extent that such taxes (including any instalments) have become due or have been alleged to be due and the Company is not aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of the Company, pending against the Company or any Subsidiary which could result in a material liability in respect of taxes, charges or levies of any Governmental Authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any Governmental Authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Company or any Subsidiary has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper

tax or other receiving authority within the time required under applicable tax legislation;

- (xxxvii) Compliance with Laws, Licenses and Permits: To the best of its knowledge, the Company and each Subsidiary has conducted and is conducting its Business in compliance with all applicable laws, by-laws, rules, regulations, standards, tariffs, orders and directives of each jurisdiction in which its Business is carried on and, except as disclosed in the Offering Documents, holds all licences, registrations, permits, consents or qualifications (whether governmental, regulatory or otherwise, required in order to enable its Business to be carried on as now conducted or as proposed to be conducted, and, except as disclosed in the Offering Documents, all such licences, registrations, permits, consents and qualifications are valid and subsisting and in good standing and none of the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any such license, registration, permit, consent or qualification which, if the subject of an unfavourable decision, ruling or finding, would materially adversely affect the conduct of the business, operations, condition (financial or otherwise) or income of the Company on a consolidated basis and the Company knows of no facts which would reasonably be expected to be a basis for any of the foregoing;
- (xxxviii) Agreements and Actions: The Company and each Subsidiary is not in violation of any term of any constating document thereof. The Company and each Subsidiary is not in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect, the Company is not in default in the payment of any material obligation owed which is now due, if any, and there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Company or any Subsidiary after due inquiry, pending which, either in any case or in the aggregate, might result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Company or any Subsidiary pursuant hereto;
- (xxxix) Limitations on Business: None of the Company or any of the Subsidiaries are bound by any agreement, contract or undertaking, whether written or oral, limiting in any way the operation of the Business of the Company as presently conducted or as it is to be conducted as disclosed in the Offering Documents, including, without limitation, any non-compete, non-solicitation or non-disclosure undertakings, any agreement granting a right of first- refusal to any third party with regards to the products or services of the Company or any Subsidiary and any agreement requiring that the Company or any Subsidiary share its revenues or profits with any third party, the whole except as already disclosed in the Offering Documents;
- (xl) Restrictions on Dividends: Except as provided under the Applicable Laws:(i) the Company and the Subsidiaries are not currently prohibited, directly or indirectly, from paying any dividends or from making any other distributions on its share capital or repaying any loans, advances or other indebtedness, and (ii) no Subsidiary is prohibited, directly or indirectly, from paying any dividends

to the Company, from making any other distribution on its share capital or from repaying to the Company any loans or advances made to it;

- (xli) Legislation: The Company is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it anticipates will result in a Material Adverse Effect;
- (xlii) No Defaults: Neither the Company nor any Subsidiary is in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Company or any Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect;
- (xliii) Compliance with Employment Laws: The Company and each Subsidiary has not and is not engaged in any unfair labour practice, there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of the Company, threatened against the Company or any Subsidiary, no union representation question exists respecting the employees of the Company and no collective bargaining agreement is in place or currently being negotiated by the Company or any Subsidiary, the Company and each Subsidiary has not received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Company or a Subsidiary carries on business or has employees, no employee has any agreement as to the length of notice required to terminate his or her employment with the Company in excess of 24 months or equivalent compensation and all benefit and pension plans of the Company are funded in accordance with applicable laws and no past service funding liability exist thereunder;
- (xliv) Employee Plans: Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drugs, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by the Company or any Subsidiary for the benefit of any current or former officer, director, employee or consultant of the Company and each Subsidiary has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan;
- (xlv) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Company and each Subsidiary have been accurately reflected in the books and records of the Company;

- (xlvi) Offered Shares: The attributes and characteristics of the Offered Shares conform in all material respects to the attributes and characteristics thereof described in the Offering Documents;
- (xlvii) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Company, threatened against any of the property or assets of the Company or any Subsidiary, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and neither the Company nor any of its Subsidiaries is subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority which, either separately or in the aggregate, may result in a Material Adverse Effect or materially adversely affects the ability of the Company or any of the Subsidiaries to perform its obligations under this Agreement and there are no events or circumstances that the Company would reasonably expect to form the basis of any such action, suit, proceeding or investigation;
- (xlviii) No Significant Acquisition: The Company has not made any “significant acquisition” as such term is defined in Part 8 of NI 51-102 in the 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 Preliminary Prospectus or the Prospectus and for which a business acquisition report has not been filed under NI 51-102. The Company has not entered into any agreement or arrangement in respect of a transaction that would be a significant acquisition for the purposes of Part 8 of NI 51-102 and 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 such 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 Preliminary Prospectus or the Prospectus;
- (xlix) Unlawful Payments: The Company and each of the Subsidiaries has not nor, to the best knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of the Subsidiaries, (A) has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (B) has made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (C) has violated or is in violation of any provision of the Corruption of Foreign Officials Act (Canada) or the Foreign Corrupt Practices Act (United States), or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or (D) has made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;
- (l) Anti-Money Laundering and Unlawful Payments:
  - (A) The operations of the Company and the Subsidiaries are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Company

and its Subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened;

- (B) the Company and each Subsidiary has not, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder, or any applicable law or regulation implementing the *OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions*, or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Company, each of its Subsidiaries and its operations, and will not use any portion of the proceeds of the Offering, in contravention of such legislation; and
  - (C) the Company and its Subsidiaries and, to the best knowledge of the Company, the directors, officers, agents, employees, affiliates and persons acting on behalf of the Company or any Subsidiary have not been and are not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Company will not directly or indirectly use any proceeds of the distribution of the Offered Shares or lend, contribute or otherwise make available such proceeds to the Company or its Subsidiaries or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States;
- (ii) Insurance: The Company maintains insurance policies with reputable insurers against risks of loss of or damage to its properties, assets and business of such types as are customary in the case of entities engaged in the same or similar businesses as the Business to the full insurable value of their properties and assets and the Company is 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 fashion;
  - (iii) Intellectual Property: The Company and each Subsidiary, as the case may be, owns or maintains valid and enforceable licenses or other rights to use all patents, patents-pending, patents applications, copyrights, trade secrets, trademarks and any other intellectual property right (the **Intellectual Property**)

that is material to the Business as presently conducted or as it is to be conducted as disclosed in the Offering Documents. The Company has the exclusive right to use all Intellectual Property in connection with the operation of the Business and with the operation of the Business to be conducted as presented in the Offering Documents, free and clear of any Lien or other adverse claim or interest of any kind or nature affecting the assets of the Company. All licenses or other agreements under which the Company has been granted material rights in Intellectual Property that is used by the Company in the conduct of the Business, or that is to be used by the Company in the future conduct of its business as disclosed in the Offering Documents, are in full force and effect and the Company is not in default thereunder and there is no default thereunder by any other party thereto. The Company has no knowledge of any infringement by others of any of its Intellectual Property rights. The conduct of the Business of the Company and the proposed conduct of the business of the Company, as disclosed in the Offering Documents, does not infringe upon the intellectual property rights of any other person. The Company is not aware of any claim of any infringement or breach of any intellectual property rights of any other person by the Company, nor has the Company received any notice that the conduct of its Business, now or as proposed in the Offering Documents, including the use of the Intellectual Property, infringes upon or breaches any intellectual property rights of any other person, and the Company has no knowledge of any infringement or violation of any of the rights of the Company in the Intellectual Property. The Company has required all professional and technical employees, and other employees having access to valuable non-public information of the Company, to execute agreements under which such employees are required to convey to the Company ownership of all inventions and developments conceived or created during the course of their employment and to maintain the confidentiality of all such information of the Company. The Company has also required all professional and technical employees, and other employees having access to valuable non-public information of the Company, to execute standard non-compete, non-solicitation and confidentiality agreements, to the benefit of the Company, the terms of which offer protection to the Company that is reasonable under its operating circumstances, market and business. To the knowledge of the Company, all trade secrets and other confidential proprietary information forming part of or in relation to the Intellectual Property owned or licensed by the Company or any of its Subsidiaries is and remains confidential to the Company or such Subsidiary, as the case may be;

(iii) Technology:

- (A) All computer hardware and associated firmware and operating systems, Software, database engines and processed data, technology infrastructure and other computer systems used in connection with the conduct of the Business (collectively, the “**Technology**”) are sufficient in all material respects for conducting the Business and the Company and the Subsidiaries own or have validly licensed or leased such Technology, and are not in breach of such licences or leases;
- (B) the Technology functions, operates, processes and computes in accordance with all Applicable Laws, industry standards and trade practices. The Technology operates and performs in all material respects in accordance with its documentation and functional

specifications. The Technology has not materially malfunctioned or failed;

- (C) other than as disclosed to the Underwriters, neither the Company nor any Subsidiary has entered into any source code escrow agreements pursuant to which any Software that is Intellectual Property of the Company or any Subsidiary has been deposited by the Company or any Subsidiary in favour of a third party. With respect to any source code escrow agreements that have been entered into by the Company or a Subsidiary, there has been no disclosure or release of any such Software to any third party, and neither the Company nor any Subsidiary has any knowledge of any fact or circumstance that may result in or permit any third party to request any such disclosure or release under any such source code escrow agreement;
  - (D) the Company and the Subsidiaries have measures in place, at least as good as current industry standards and practices, to ensure that the Technology contains appropriate virus protection and security measures to safeguard against the unauthorized use, copying, disclosure, modification, theft or destruction of and access to, system programs, and data comprised by the Technology. The Technology is materially free from viruses and disabling codes and devices;
  - (E) no Person has obtained unauthorized access to any Technology or any data comprised thereby; and
  - (F) all use, licensing and distribution of Open Source Materials (including Copyleft Materials) by the Company and the Subsidiaries is in full compliance with all Open Source Licenses applicable thereto, including all copyright notice and attribution requirements. The Company and the Subsidiaries have not: (i) incorporated Open Source Materials into, or combined Open Source Materials with, any of the Company's or the Subsidiaries' Software; (ii) licensed or distributed Open Source Materials in conjunction with or for use with any of the Company's or the Subsidiaries' Software; or (iii) used Copyleft Materials in a manner that requires the Company's or the Subsidiaries' Software, any portion thereof, or any other proprietary rights of the Company or the Subsidiaries to be subject to Copyleft Licenses (or any of the obligations or attributes thereof as specified in items (i) through (iv) of the definition thereof).
- (liv) Personal Property: The Company and the Subsidiaries have good and marketable title to all personal (moveable) property owned by them, in each case free and clear of any Lien other than (A) as described in the Offering Documents or (B) those that do not, individually or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries;
- (lv) Real Property: Neither the Company nor any Subsidiary own any real property, and, with respect to each premises of the Company or any Subsidiary that is material to the Company or such Subsidiary and which the Company or such Subsidiary occupies as a tenant (the "**Premises**"), the Company or such Subsidiary occupies the Premises and has the exclusive right to occupy and

use the Premises and each of the leases pursuant to which the Company and/or the Subsidiary occupies the Premises is in good standing and in full force and effect.

- (lvi) Non-Arm's Length Transactions: Other than as disclosed in the Documents Incorporated by Reference, neither the Company nor any of its Subsidiaries owes any amount to, nor has the Company or any of its Subsidiaries any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at "arm's length" (as such term is defined in the Income Tax Act (Canada)) with any of them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the Business of the Company. Except employee or consulting arrangements made in the ordinary and normal course of business, neither the Company nor any of its Subsidiaries is a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm's length with the Company or any of its Subsidiaries. No officer, director, employee or securityholder of the Company has any cause of action or other claim whatsoever against, or owes any amount to, the Company or any of the Subsidiaries except for claims in the ordinary and normal course of the business of the Company or its Subsidiaries, as the case may be, such as for accrued vacation pay or other amounts or matters which would not be material to the Company. Neither the Company nor any Subsidiary is a guarantor or indemnitor of any indebtedness of any officer, director or securityholder of the Company, a Subsidiary, or any member of any such persons immediate families;
- (lvii) Minute Books: The minute books of the Company are true and correct and contain the minutes of all meetings and all resolutions of directors and shareholders of the Company. There have been no other material meetings, resolutions or proceedings of the shareholders or board of directors of the Company not reflected in such minute books and other records provided to the Underwriters and its counsel;
- (lviii) Commission: Except as provided for in this Agreement, there is no person, firm or Company acting or purporting to act for the Company entitled to any brokerage, agency or finder's fees in connection with this Agreement or any of the transactions contemplated herein and in the event that any person, firm or Company acting or purporting to act for the Company establishes a claim for any fee from the Underwriters (otherwise than as a result of any actions of the Underwriters), the Company covenants to indemnify and hold harmless the Underwriters with respect thereto and with respect to all costs reasonably incurred in the defence thereof;
- (lix) Due Diligence Responses: The Due Diligence Responses are true and correct in all material respects where they relate to matters of fact (which, for greater certainty, excludes forward looking information), and the Company and its directors and officers have responded in as thorough and complete a fashion as possible; provided that, where the responses reflect the opinion or view of the Company or its directors or officers, such opinions or views were honestly held at the time they were given.

- (lx) Forward Looking Information: With respect to any forward-looking information and statements of the Company contained or incorporated by reference in the Preliminary Prospectus, the Prospectus and any Supplementary Material:
  - (A) the Company had a reasonable basis for the forward-looking information;
  - (B) all forward-looking information is identified as such, and the document in which the forward-looking information is contained cautions users that actual results may vary from the forward-looking information, identifies material risk factors that could cause actual results to differ materially from the forward- looking information, and states the material factors or assumptions used to develop the forward-looking information;
  - (C) all future-oriented financial information or financial outlook information contained is limited to a period for which the information can be reasonably estimated; and
  - (D) the Company has updated such forward-looking information as required by and in compliance with NI 52-102;
- (lxi) No Withholding of Material Facts: The Company has not withheld from the Underwriters any material fact relating to the Company, the Subsidiaries, the Offering or the Offered Shares.

## 9. Covenants of the Company

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

- (a) will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Prospectus and any Supplementary Material has been filed and Passport Receipts have been obtained and will provide evidence satisfactory to the Underwriters of each such filing and copies of such Passport Receipts;
- (b) 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 the Offering Documents or suspending or seeking to suspend the trading of the Offered Shares;
  - (ii) the suspension of the qualification of the Offered Shares for offering or sale 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 the Offering Documents or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof as promptly as possible;
- (c) will use its commercially reasonable efforts to maintain its status as a “**reporting issuer**” (or the equivalent thereof) not in default of the requirements of the Applicable Securities Laws of each of the Qualifying Jurisdictions which have such a concept, provided that the foregoing requirement is subject to the obligations of the directors of the Company to comply with their fiduciary duties to the Company;

- (d) will use its commercially reasonable efforts to maintain the listing of the Common Shares on the TSX, provided that the foregoing requirement is subject to the obligations of the directors of the Company to comply with their fiduciary duties to the Company;
- (e) will apply the net proceeds from the issue and sale of the Initial Shares and, if applicable, the Additional Shares in accordance with the disclosure set out under the heading “**Use of Proceeds**” in the Preliminary Prospectus and the Prospectus;
- (f) will deliver to the Underwriters, as soon as practicable after the Preliminary Prospectus, the Prospectus and any Supplementary Material are prepared, the U.S. Placement Memorandum, in the form approved by the Underwriters, acting reasonably, incorporating the Preliminary Prospectus, the Prospectus or Supplementary Material, as the case may be, prepared for use in connection with the offer and sale of the Offered Shares in the United States in compliance with the provisions of Schedule A;
- (g) 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 request from time to time for the purpose of giving effect to this Agreement 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;
- (h) will forthwith notify the Underwriters of any breach of any covenant of this Agreement or any Ancillary Documents by any party thereto, or upon it becoming aware that any representation or warranty of the Company contained in this Agreement or any Ancillary Document is or has become untrue or inaccurate in any material respect;
- (i) will not, at any time prior to the closing of the Offering, halt the trading of the Common Shares on the TSX without the prior consent of the Lead Underwriter;
- (j) will not take or permit any action within its control which would cause the Common Shares to cease to be qualified, during the period of distribution of the Offered Shares, as qualified investments to the extent so described in the Prospectus;
- (k) will deliver and use commercially reasonable efforts to cause the senior officers, directors and Principal Securityholders of the Company to deliver at the Time of Closing on the Closing Date the agreements contemplated by Section 10(m);
- (l) will make available management of the Company for meetings with investors as scheduled by the Lead Underwriter at the discretion of the Lead Underwriter, acting reasonably; and
- (m) will ensure that the Offered Shares will be duly issued as fully paid and non-assessable Common Shares.

## 10. **Conditions of Closing**

The obligation of the Underwriters to purchase the Initial Shares at the Time of Closing on the Closing Date and to purchase any Additional Shares at the Time of Closing on an Option Closing Date shall be subject to the following:

- (a) The Underwriters shall have received at the Time of Closing a legal opinion addressed to the Underwriters and their counsel dated and delivered the Closing Date or the Option Closing Date, as applicable from the Company's counsel, Fogler, Rubinoff LLP, and from local counsel (only in respect of matters governed by laws of the Qualifying Jurisdictions where the Company's Canadian counsel is not qualified to practice), in each case in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, with respect to the following matters, subject to such reasonable assumptions and qualifications customary with respect to transactions of this nature as may be accepted by Underwriters' counsel:
- (i) the Company is a "**reporting issuer**", or its equivalent, in each of the Qualifying Jurisdictions and it is not included on the list of defaulting reporting issuers maintained by any Securities Commission;
  - (ii) the Company is a corporation incorporated under federal laws of Canada and has not been dissolved and has the requisite corporate power and capacity (a) to carry on its Business as now conducted, (b) and to own, lease and operate its property and assets as described in the Prospectus, (c) to enter into and perform its obligations under this Agreement, and (d) to issue and sell the Offered Shares;
  - (iii) as to the authorized and issued capital of the Company;
  - (iv) the rights, privileges, restrictions and conditions attaching to the Common Shares are accurately summarized in all material respects in the Prospectus;
  - (v) the Initial Shares have been duly authorized and, when issued and delivered against payment therefor, will be outstanding as fully paid and non-assessable shares in the capital of the Company;
  - (vi) the Over-Allotment Option in respect of the Additional Shares has been duly authorized by the Company and, upon the exercise of the Over- Allotment Option in accordance with its terms and the Company receiving the Purchase Price therefor, the Additional Shares will be validly issued and outstanding as fully-paid and non-assessable shares in the capital of the Company;
  - (vii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Offering Documents and the filing thereof with the Securities Commissions;
  - (viii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and this Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its terms;
  - (ix) the execution, delivery and performance of this Agreement do not constitute or result in a violation or a breach of (whether after notice or lapse of time or both) or constitute a default under (i) any of the terms, conditions or provisions of the articles of amendment or by-laws, or (ii) any law or regulation applicable in the Province of Ontario binding on or applicable to the Company;

- (x) Computershare Investor Services Inc. is the duly appointed registrar and transfer agent for the Common Shares;
- (xi) the statements concerning tax matters under the heading “**Eligibility for Investment**” in the Prospectus are accurate, subject to the assumptions, qualifications, limitations and restrictions set out therein;
- (xii) all necessary documents have been filed, all requisite proceedings have been taken, all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction have been obtained in order to qualify the distribution of the Offered Shares in each of the Qualifying Jurisdictions through dealers who are registered under Applicable Securities Laws in Canada and who have complied with the relevant provisions of such Applicable Securities Laws;
- (xiii) the form of the certificate representing the Common Shares has been approved by the board of directors of the Company and comply with the requirements of the *Canada Business Corporations Act* or TSX, as applicable;
- (xiv) subject only to the Standard Listing Conditions, the Offered Shares have been conditionally accepted for listing on the TSX; and
- (xv) the Offered Shares are “**qualified investments**” under the Income Tax Act (Canada) and the regulations thereunder for trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings plans, deferred profit sharing plans, registered education savings plans, first home savings accounts, and tax-free savings accounts, all within the meaning of the Income Tax Act (Canada).

In connection with such opinion, counsel to the Company may rely on the opinions of local counsel in the Qualifying Jurisdictions acceptable to counsel to the Underwriters, acting reasonably, as to the qualification for distribution of the Offered Shares or opinions may be given directly by local counsel of the Company with respect to those items and as to other matters governed by the laws of Qualifying Jurisdictions other than the province or provinces in which the Company’s counsel are qualified to practice and may rely, to the extent appropriate in the circumstances but only as to matters of fact, on certificates of officers of the Company and others;

- (b) the Underwriters shall have received, at the Time of Closing, a favourable legal opinion from local counsel to the Company dated the Closing Date or the Option Closing Date, as applicable, as to: (a) the incorporation and existence of each of the Subsidiaries in its jurisdiction; (b) the corporate power and capacity of each of the Subsidiaries to carry on its business in its jurisdiction as presently carried on and to own, lease and operate its properties and assets; (c) the authorized capital and issued and outstanding share capital of each of the Subsidiaries; and (d) the ownership of the issued and outstanding securities of each of the Subsidiaries, in form and substance acceptable to counsel the Underwriters, acting reasonably;
- (c) if any Offered Shares are sold in the United States, the Underwriters shall have received, at the Time of Closing, a favourable legal opinion dated the Closing Date or the Option Closing Date, as applicable, from Cozen O’Connor P.C., United States counsel to the Company, to the effect that it is not necessary in connection with the offer and sale by the Company of the Offered Shares in the United States or to the

Underwriters under this Agreement or in connection with the initial resale of the Offered Shares by the Underwriters in the manner contemplated by and pursuant to this Agreement (including Schedule A) and the U.S. Placement Memorandum, to register the Offered Shares under the U.S. Securities Act, such opinion to be in form and substance, acceptable in all reasonable respects to the Underwriters and their legal counsel, it being understood that such counsel need not express its opinion with respect to any subsequent re-sale of such Offered Shares;

- (d) the Underwriters shall have received a certificate dated the Closing Date or the Option Closing Date, as applicable, signed by the Chief Executive Officer and Chief Financial Officer of the Company or any other senior officer(s) of the Company as may be acceptable to the Underwriters, in form and content satisfactory to the Underwriters and the Underwriters' counsel, acting reasonably, with respect to:
  - (i) the articles and by laws of the Company;
  - (ii) the resolutions of the Company's board of directors relevant to the issue and sale of the Offered Shares to be issued and sold by the Company and the authorization of this Agreement and the other agreements and transactions contemplated herein; and
  - (iii) the incumbency and signatures of signing officers of the Company;
- (e) the Underwriters shall have received a certificate of compliance or the equivalent dated within one Business Day of the Closing Date or the Option Closing Date, as applicable, in respect of the Company and each Subsidiary;
- (f) the Company shall cause its auditors, KPMG LLP, to deliver to the Underwriters one or more "bring down" comfort letters, addressed to the Underwriters and the board of directors of the Company, dated the Closing Date or the Option Closing Date, as applicable, in form and substance satisfactory to the Underwriters, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date or the Option Closing Date, as applicable, the information contained in the comfort letter(s) referred to in Section 5(a)(iii) hereof;
- (g) the Underwriters shall have received a certificate dated the Closing Date or the Option Closing Date, as applicable, addressed to the Underwriters and signed by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, or such other senior officer(s) of the Company as may be acceptable to the Underwriters, certifying for and on behalf of the Company and without personal liability, to the effect that:
  - (i) the Company has complied with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Time of Closing;
  - (ii) the representations and warranties of the Company contained herein are true and correct in all material respects (except representations and warranties that are subject to a materiality qualification, which shall be true and correct in all respects) as at the Time of Closing with the same force and effect as if made on and as at the Time of Closing after giving effect to the transactions contemplated hereby (except for representations and warranties that by their express terms are made as of a specific date);

- (iii) to the knowledge of such persons, no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Common Shares or other securities of the Company, or the Offered Shares to be issued and sold by the Company has been issued and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened;
  - (iv) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained or incorporated by reference in the Prospectus which fact or change is, or may be, of such a nature as to render any statement in the Prospectus misleading or untrue in any material respect or which would result in a misrepresentation in the Prospectus or which would result in the Prospectus not complying with Applicable Securities Laws in the Qualifying Jurisdictions; and
  - (v) such other matters as the Underwriters may reasonably request.
- (h) the representations and warranties of the Company contained in this Agreement will be true and correct in all material respects (except representations and warranties that are subject to a materiality qualification, which shall be true and correct in all respects) at and as of the Time of Closing on the Closing Date, or the Option Closing Date, as applicable, as if such representations and warranties were made at and as of such time (except for representations and warranties that by their express terms are made as of a specific date) and the Company shall have complied with all of the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Time of Closing on the Closing Date or the Option Closing Date, as applicable;
- (i) the Company shall have received a Preliminary Receipt and a Final Receipt qualifying the Offered Shares for distribution in the Qualifying Jurisdictions, and neither the Preliminary Receipt nor the Final Receipt shall be invalid or have been revoked or rescinded by any Securities Commission;
- (j) the Underwriters shall have received a certificate from Computershare Investor Services Inc. as to the number of Common Shares issued and outstanding as at the date immediately prior to the Closing Date;
- (k) the Underwriters shall have received evidence satisfactory to the Underwriters that the Company has obtained all necessary third party approvals and all necessary approvals of the TSX for the issuance of the Offered Shares, subject only to the filing of the Preliminary Prospectus, the Prospectus and ancillary documentation in respect of the Offered Shares and required documents which are in the possession of the Company on the Closing Date and payment of applicable fees;
- (l) the Underwriters shall have received copies of correspondence indicating that the Company has obtained all necessary approvals for the Offered Shares to be conditionally listed on the TSX;
- (m) each of the executive officers and directors of the Company and each Principal Securityholder (the “**Locked-up Shareholders**”) shall have entered into an agreement with the Lead Underwriter, on behalf of the Underwriters, and in form and substance satisfactory to the Lead Underwriter, acting reasonably, at the Time of Closing on the Closing Date pursuant to which, for a period beginning on the Closing Date and ending 90 days after the Closing Date (the “**Lock-up Period**”), that each Locked-up

Shareholder will not, directly or indirectly, offer, 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 the Lead Underwriter, subject to the following exceptions: (i) if the Company receives an offer, which has not been withdrawn, to enter into a transaction or arrangement, or proposed transaction or arrangement, pursuant to which, if entered into or completed substantially in accordance with its terms, a party could, directly or indirectly, acquire an interest (including an economic interest) in, or become the holder of, 100% of the total number of Common Shares, whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction, share buyback, securities issue, reverse takeover, dual-listed company structure or other synthetic merger, transaction or arrangement; (ii) in respect of sales to affiliates of such Locked-up Shareholder; (iii) if such Locked-up Shareholder is an individual, as a result of the death of such Locked-up Shareholder; and, (iv) in respect of the exercise of stock options which expire during the Lock-up Period, and certain other stock options, and the settlement of restricted share units which have vested, and the subsequent sale of Common Shares in respect of such exercises and settlements;

- (n) the Underwriters shall not have exercised any rights of termination set forth in Section 17; and
- (o) the Underwriters shall have received such other certificates, opinions, agreements or closing documents, in form and substance reasonably satisfactory to the Underwriters, as the Underwriters may reasonably request.

## 11. Closing

The closing of the purchase and sale of the Offered Shares shall be completed at the Time of Closing at the offices of legal counsel to the Company, Fogler, Rubinoff LLP, 77 King Street West, Suite 3000, TD Centre North Tower, Toronto, Ontario M5K 1G8, or at such other place as the Lead Underwriter, on behalf of the Underwriters, and the Company shall agree upon. At the Time of Closing:

- (a) the Company will deliver to Cormark, or as Cormark may direct, (i) the Initial Shares and, if applicable, Additional Shares, in electronic or certificated form, in each case registered in the name of "**CDS & Co.**" or in such other name or names as the Lead Agent may notify the Company in writing not less than 48 hours prior to the Time of Closing for deposit into the electronic book based system for clearing, depository and entitlement services operated by CDS, and (ii) all further documentation as may be contemplated in this Agreement; against payment by Cormark, on behalf of the Underwriters, to the Company of the applicable Purchase Price for the Offered Shares being issued and sold under this Agreement, net of the Underwriters Cash Fees and the Underwriters' expenses contemplated in Section 15 of this Agreement, by wire transfer payable to or as directed by the Company in accordance with written instructions provided by the Company not less than 48 hours prior to the Time of Closing; and
- (b) the obligation of the Underwriters to complete the purchase of the Additional Shares under this Agreement, upon the exercise of the Over-Allotment Option, is subject to

the receipt by the Underwriters of those documents contemplated, and the satisfaction of those conditions set forth, in Section 10 as the Underwriters may reasonably request. In the event that the Company shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the exercise price and to the number of Additional Shares issuable on exercise thereof such that the Underwriters are entitled to arrange for the sale of the same number and type of securities that the Underwriters would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

## 12. Standstill

During the period commencing on the date hereof and ending 90 days following the Closing Date, the Company will not, directly or indirectly, without the prior written consent of the Lead Underwriter (such consent not to be unreasonably withheld), directly or indirectly, offer, issue, pledge, sell, contract to sell, announce an intention to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise lend, transfer or dispose of, directly or indirectly, any Common Shares or securities convertible into or exchangeable for Common Shares, other than: (i) the issuance of Common Shares in connection with the exercise of any currently outstanding options of the Company, (ii) the issuance of options to acquire Common Shares pursuant to the Company's Omnibus Plan, and the issuance of Common Shares in connection with the exercise of any such options, (iii) the issuance of restricted share units and deferred share units pursuant to the Company's Omnibus Plan, and the issuance of common shares in connection with the vesting and settlement of such restricted share units and deferred share units, (iv) the issuance of Common Shares pursuant to any dividend reinvestment plan of the Company, and (v) to satisfy any other currently outstanding instruments or other contractual commitments in relation to any transaction that has been disclosed to the Underwriters.

## 13. Indemnification of the Underwriters

- (a) The Company hereby agrees to indemnify and hold the Underwriters, each of their respective subsidiaries and affiliates, and each of their respective directors, officers, employees, unitholders and agents (hereinafter referred to as the "**Personnel**" and collectively with the Underwriters, the "**Indemnified Parties**") harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel ("**Losses**"), that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Company by the Indemnified Parties hereunder, or otherwise in connection with the matters referred to in this Agreement (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against any Indemnified Party, provided that the Company has agreed to such settlement).
- (b) Without limiting the generality of the foregoing, the indemnity provided by this Section 13 shall apply to all expenses (including reasonable legal expenses), losses, claims

and liabilities that an Indemnified Party may incur as a result of any action or litigation that may be threatened or brought against it.

- (c) The indemnity provided by this Section 13 shall not apply to an Underwriter or, as applicable, its Personnel to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:
  - (i) the Underwriter or, as applicable, its Personnel has been grossly negligent or has committed a fraudulent act in the course of such performance;
  - (ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence or fraud referred to in (a) above.
- (d) If for any reason the foregoing indemnification is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless as a result of such expense, loss, claim, damage or liability, the Company shall contribute to such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Indemnified Party on the other hand but also the relative fault of the Company and the Indemnified Party, as well as any relevant equitable considerations; provided that the Company shall in any event contribute to the amount paid or payable by the Indemnified Party as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Underwriters hereunder.
- (e) The Company agrees that in case any legal proceeding shall be brought against the Company and/or any Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or in case any such entity shall investigate the Company and/or any Indemnified Parties or in case any Indemnified Party shall be 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 performance of professional services rendered to the Company, the Underwriters shall have the right to employ their own counsel in connection therewith provided they act reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Underwriters for time spent by their Personnel in connection therewith) and out-of-pocket expenses incurred by their respective Personnel in connection therewith shall be paid by the Company as they occur.
- (f) Promptly after receipt of notice of the commencement of any legal proceeding against any Indemnified Party or after receipt of notice of the commencement or any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Company, the Indemnified Party will notify the Company in writing of the commencement thereof, and throughout the course thereof, will provide copies of all relevant documentation to the Company, will keep the Company advised of the progress thereof and will discuss with the Company all significant actions proposed. However, the failure by an Indemnified Party to notify the Company will not relieve the Company of its obligations to indemnify the Indemnified Party. The Company shall on behalf of itself and the Indemnified Party be entitled (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Indemnified Party, acting reasonably, that no settlement of

any such legal proceeding may be made by the Company without the prior written consent of the Indemnified Party, and none of the Indemnified Parties shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. An Indemnified Party shall have the right to appoint its own separate counsel provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party, unless:

- (i) the Indemnified Party has been advised in writing by counsel that there may be a reasonable legal defence available to the Indemnified Party that is different from or in addition to those available to the Company or that a conflict of interest exists which makes representation by counsel chosen by the Company not advisable; or
- (ii) the applicable Company has not assumed the defence of the proceeding and employed counsel therefor satisfactory to the Indemnified Party, acting reasonably, within ten (10) days after receiving notice thereof;

in which event the reasonable fees and disbursements of such counsel shall be paid by the Company; provided, however, that the Company shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate law firm in each jurisdiction of all such Indemnified Parties.

- (g) The Company hereby appoints the Lead Underwriter as trustee for each of the other Indemnified Parties of the covenants of the Company under this indemnity with respect to such persons, and the Lead Underwriter agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.
- (h) The rights to indemnification provided in this Section 13 shall be in addition to and not in derogation of any other rights which the Underwriters may have by statute or otherwise at law.

#### **14. Contribution**

- (a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 13 hereof would otherwise be available in accordance with its terms but is, for any reason held to be unavailable to or unenforceable by the Indemnified Parties, or enforceable otherwise than in accordance with its terms, the Indemnifying Party and the Underwriters shall contribute to the aggregate of all Losses of the nature contemplated in Section 13 hereof and suffered or incurred by the Indemnified Parties (i) in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party, on the one hand, and the Underwriters, on the other hand, from the distribution of the Offered Shares, or (ii) if the allocation provided by (i) is not permitted by Applicable Law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Indemnifying Party, on the one hand, and the Underwriters, on the other hand, in respect of such Losses; provided that the Indemnifying Party shall in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any excess of such amount over the amount actually received by the Underwriters or any other Indemnified Party under this Agreement and further provided that the Underwriters shall not in any event be liable to contribute, in the aggregate, any amount in excess of such total Underwriters Cash Fees or any portion thereof

actually received by the Underwriters. However, no party who has engaged in any fraud, fraudulent misrepresentation or wilful misconduct shall be entitled to claim contribution from any person who has not engaged in such fraud, fraudulent misrepresentation or wilful misconduct.

- (b) The relative benefits received by the Indemnifying Party, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the same ratio as the total proceeds from the Offering of the Offered Shares (net of the Underwriters Cash Fees payable to the Underwriters but before deducting expenses) received by the Indemnifying Party is to the Underwriters Cash Fees actually received by the Underwriters. The relative fault of the Indemnifying Party, on the one hand, and of the Underwriters, on the other hand, shall be determined by reference to, among other things, whether the matters or things referred to in Section 13 which resulted in such Claims and/or Losses relate to information supplied by or steps or actions taken or done or not taken or done by or on behalf of the Indemnifying Party or to information supplied by or steps or actions taken or done or not taken or done by or on behalf of the Underwriters and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission or misrepresentation, or other matter or thing referred to in Section 13. The amount paid or payable by an Indemnified Party as a result of the Claims and/or Losses referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such Claims and/or Losses, whether or not resulting in an action, suit, proceeding or claim. The parties to this Agreement agree that it would not be just and equitable if contribution pursuant to this Section 14 were determined by any method of allocation which does not take into account the equitable considerations referred to in this Section 14.
- (c) If the Indemnifying Party may be held to be entitled to contribution from the Underwriters under the provisions of any statute or at law, the Indemnifying Party shall be limited to contribution in an aggregate amount not exceeding the lesser of:
  - (i) the portion of the full amount of the Losses giving rise to such contribution for which the Underwriters are responsible, as determined in Section 13(a); and
  - (ii) the amount of the aggregate Underwriters Cash Fees actually received by the Underwriters from the Indemnifying Party under this Agreement.
- (d) The rights to contribution provided in this Section 14 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.
- (e) If an Indemnified Party has reason to believe that a claim for contribution may arise, the Indemnified Party shall give the Indemnifying Party notice thereof in writing, but failure to so notify shall not relieve the Indemnifying Party of any obligation which it may have to the Indemnified Party under this Section 14 provided that the Indemnifying Party is not actually prejudiced by such failure, and the right of the Indemnifying Party to assume the defence of such Indemnified Party shall apply as set out in Section 13 hereof, mutatis mutandis.

## 15. Fees and Expenses

Whether or not the purchase and sale of the Offered Shares shall be completed, all fees and expenses (including HST/GST, if applicable) of or incidental to the creation, issuance and

delivery of the Offered Shares and of or incidental to all matters in connection with the transactions herein set out shall be borne by the Company including, without limitation:

- (a) all reasonable expenses of or incidental to the creation, issue, sale or distribution of the Offered Shares and the filing of the Offering Documents;
- (b) the fees and expenses of the auditors, counsel to the Company and all local counsel (including HST/GST, where applicable, on all of the foregoing);
- (c) all reasonable costs incurred in connection with the preparation and printing of any documentation relating to the Offering, including the Preliminary Prospectus, the Prospectus and any Supplementary Material contemplated hereunder; and
- (d) the reasonable out-of-pocket expenses of the Underwriters (subject to the requirement that the Company approve any such out-of-pocket expenses in excess of \$1,000), including but not limited to fees and disbursements of accountants and auditors, technical consultants and other applicable experts; all costs and expenses related to roadshows and marketing activities, printing, filing, distribution, stock exchange approval and other regulatory compliance; other out-of-pocket expenses of the Underwriters (including, but not limited to, travel expenses in connection with due diligence and marketing activities) and the reasonable fees of the Underwriters' counsel, with such expenses to be paid by the Company at the Time of Closing or at any other time reasonably requested by the Underwriters, provided that the fees and expenses of the Underwriters' Canadian legal counsel pursuant to the Offering and the Over-Allotment Option shall not exceed \$125,000 in the aggregate, exclusive of taxes and disbursements (or such greater amount as may be approved in writing by the Company, such approval not to be unreasonably withheld), and shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriters.

**16. All Terms to be Conditions**

The Company agrees that the conditions contained in Section 10 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with or satisfy any of the conditions set out in Section 10 shall entitle the Underwriters to terminate their obligation to purchase the Offered Shares, by written notice to that effect given to the Company at or prior to the Time of Closing. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance until no later than 42 days from the date of the Final Receipt with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing.

**17. Termination by Underwriters in Certain Events**

- (a) Each Underwriter shall also be entitled to terminate its obligation to purchase the Offered Shares by written notice to that effect given to the Company at or prior to the Time of Closing if:
  - (i) there shall be any material change or change in a material fact, or there should be discovered any previously undisclosed material fact required to be disclosed in the Preliminary Prospectus, the Prospectus or any amendment thereto, in each case which, in the reasonable opinion of the Underwriters (or

any of them), has or would be expected to have a significant adverse effect on the market price or value of the Common Shares or any other securities of the Company;

- (ii) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence or catastrophe, war or plague of national or international consequence, including by way of COVID-19 only to the extent that there are material adverse developments related thereto after September 23, 2024, or a new or change in any law or regulation which in the sole opinion of the Underwriters, or any one of them, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Company and its Subsidiaries taken as a whole or the market price or value of the Common Shares or any other securities of the Company;
  - (iii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Company or any of its Subsidiaries or any one of their officers or directors or any of Principal Securityholders or any of the Subsidiaries where wrongdoing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the TSX or Securities Commissions that involves a finding of wrongdoing and that in the reasonable opinion of the Underwriters (or any of them) seriously adversely affects or may seriously adversely affect, the business, operations or affairs of the Company and its Subsidiaries taken as a whole or the market price or value of the Common Shares or any other securities of the Company;
  - (iv) any order, action or proceeding which cease-trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Company or of its Subsidiaries is made or threatened by a securities regulatory authority; or
  - (v) the Company is in breach of any material term, condition or covenant of this Agreement, or any material representation or warranty given by the Company in this Agreement becomes or is false.
- (b) If this Agreement is terminated by any of the Underwriters pursuant to Section 17(a), there shall be no further liability on the part of such Underwriter or on the part of the Company to such Underwriter except in respect of any liability which may have arisen or may thereafter arise under Sections 13, 14 and 15.
- (c) The right of the Underwriters or any of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Company in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under this Section 17 shall not be binding upon the other Underwriter.

## **18. Obligations of the Underwriters**

The obligations of the Underwriters under this Agreement shall be several in all respects and not joint or joint and several. For greater certainty, the obligations of the Underwriters to

purchase the Offered Shares shall be several and not joint or joint and several, and shall be limited to the percentages of the aggregate number of Offered Shares to be purchased set out opposite the names of the Underwriters respectively below:

|                         |              |
|-------------------------|--------------|
| Cormark Securities Inc. | 60.0%        |
| Canaccord Genuity Corp. | 40.0%        |
| <hr/> Total             | <hr/> 100.0% |

If an Underwriter does not complete the purchase and sale of the Initial Shares which that Underwriter has agreed to purchase under this Agreement at the Time of Closing (or Additional Shares which that Underwriter elects to purchase upon exercise of the Over- Allotment Option on the Option Closing Date), in each case, other than in accordance with Section 17 of this Agreement (the “**Defaulted Shares**”), the other Underwriters shall have the right, but shall not be obliged, to purchase all of the Initial Shares or Additional Shares, as the case may be, that would otherwise have been purchased by the defaulting Underwriter. In the event that such right is not exercised, then the Company shall have the right to terminate its obligations under this Agreement without liability except as set out below and the other Underwriters which were not in default shall be relieved of all obligations to the Company in respect of the Defaulted Shares. Nothing in this Section 18 shall oblige the Company to sell to the Underwriters less than all of the Initial Shares or the Additional Shares that the Underwriters have elected to purchase pursuant to the exercise of the Over-Allotment Option, as the case may be, or relieve from liability to the Company or any Underwriter that is so in default. In the event of a termination by the Company of its obligations under this Agreement pursuant to this Section 18, there shall be no further liability on the part of the Company to the Underwriters except in respect of any liability which may have arisen or may arise under Sections 13, 14 or 15.

**19. Over-Allotment**

In connection with the distribution of the Offered Shares, the Underwriters and members of their selling group (if any) may over-allot or effect transactions which stabilize or maintain the market price of the Common Shares at levels above those which might otherwise prevail in the open market, in compliance with Applicable Securities Laws. Those stabilizing transactions, if any, may be discontinued at any time.

**20. Notices**

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered to, in the case of the Company, to:

kneat.com, inc.  
77 King Street West  
Suite 3000  
TD Centre North Tower  
Toronto, Ontario M5K 1G8

Attention: Hugh Kavanagh, Chief Financial Officer  
Email hugh.kavanagh@kneat.com

with a copy of any such notice (which shall not constitute notice to the Company) to:

Fogler, Rubinoff LLP  
77 King Street West  
Suite 3000, P.O. Box 95

TD Centre North Tower  
Toronto, Ontario M5K 1G8

Attention: Rick Moscone  
Email: moscone@foglers.com

In the case of Cormark:

Cormark Securities Inc.  
Royal Bank Plaza, North Tower  
200 Bay Street, Suite 1800  
Toronto, Ontario M5J 2J2

Attention: Peter Charton, Vice Chairman & Managing Director  
Email: pcharton@cormark.com

in the case of Canaccord:

Canaccord Genuity Corp.  
Scotiabank North Tower at Bay Adelaide Centre  
40 Temperance Street, Suite 2100  
Toronto, Ontario M5H 0B4

Attention: Mike Lauzon, Managing Director & Head of Investment Banking,  
Canada  
Email: mlauzon@cgf.com

with a copy of any such notice (which shall not constitute notice to the Underwriters) to:

Stikeman Elliott LLP  
199 Bay Street  
Suite 5300  
Toronto, Ontario M5L 1B9

Attention: Ivan Grbešić  
Email: igrbesic@stikeman.com

The Company and the Underwriters may change their respective addresses for notice by notice given in the manner aforesaid. Any such notice or other communication shall be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, shall be given by fax and shall be deemed to have been given when (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered and (ii) in the case of a notice given by email on day on which it is sent, provided that, if the notice is delivered or the email is sent on a day that is not a Business Day or after 5 p.m. (Toronto time), the notice shall be deemed to be given on the first Business Day following it being delivered or sent.

## 21. Miscellaneous

- (a) Except with respect to Sections 13, 14, 17 and 18, all transactions and notices on behalf of the Underwriters hereunder or contemplated hereby may be carried out or given on behalf of the Underwriters by Cormark and Cormark shall in good faith discuss

with the other Underwriters the nature of any such transactions and notices prior to giving effect thereto or the delivery thereof, as the case may be.

- (b) This Agreement shall enure to the benefit of, and shall be binding upon, the Underwriters and the Company and their respective successors and legal representatives, provided that no party may assign this Agreement or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of every other party.
- (c) Each party to this Agreement is entering into this Agreement as an independent contractor. Nothing in this Agreement is intended to: (a) create any partnership, joint venture or fiduciary relationship of any kind whatsoever; or (b) benefit any third parties or create any obligations to any third parties, except for the indemnity provided in Section 13, which is intended to benefit all Indemnified Parties. This Agreement, including all schedules to this Agreement, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such subject matter. This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by all of the parties.
- (d) 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.
- (e) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.
- (f) To the extent any amounts payable by a party under this Agreement are subject to Harmonized Sales Tax, Goods and Services Tax or Provincial Sales Tax, the party obligated to make such payment will pay an additional amount equal to the amount of any applicable tax.
- (g) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.
- (h) Time shall be of the essence hereof and, following any waiver or indulgence by any party, time shall again be of the essence hereof.
- (i) The words, "**hereunder**", "**hereof**" and similar phrases mean and refer to the Agreement formed as a result of the acceptance by the Company of this offer by the Underwriters to purchase the Offered Shares.
- (j) All warranties, representations, covenants and agreements of the Company herein contained or contained in any Ancillary Document shall survive the purchase by the Underwriters of the Offered Shares and shall continue in full force and effect for the benefit of the Underwriters regardless of the Closing of the sale of the Offered Shares, any subsequent disposition of the Offered Shares by the Underwriters or the

termination of the Underwriters' obligations under this Agreement for a period ending on the Survival Limitation Date and shall not be limited or prejudiced by 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 Shares or otherwise, and 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 Ancillary Document or in connection with the purchase and sale of the Offered Shares as a result of any investigation made by or on behalf of the Underwriters in accordance with the preparation of Offering Documents or the distribution of the Offered Shares or otherwise. Notwithstanding the foregoing, the provisions contained in this Agreement in any way related to indemnification or contribution obligations shall survive and continue in full force and effect indefinitely.

- (k) Each of the parties hereto shall be entitled to rely on delivery of a facsimile or portable document format copy of this Agreement and acceptance by each such party of any such facsimile or portable document format copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.
- (l) 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.

**[Remainder of page intentionally left blank]**

If this letter accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing the enclosed copies of this letter where indicated and returning them to us.

**CORMARK SECURITIES INC.**

Per: /s/ "Peter Charton"  
Name: Peter Charton  
Title: Vice Chairman & Managing  
Director

**CANACCORD GENUITY CORP.**

Per: /s/ "Mike Lauzon"  
Name: Mike Lauzon  
Title: Managing Director & Head  
of Investment Banking,  
Canada

*[Signature page to Underwriting Agreement]*

Accepted and agreed to by the undersigned as of the date of this letter first written above.

**KNEAT.COM, INC.**

Per: /s/ "Eddie Ryan"  
Name: Eddie Ryan  
Title: Chief Executive Officer

*[Signature page to Underwriting Agreement]*

**SCHEDULE A**  
**COMPLIANCE WITH U.S. SECURITIES LAWS**

1. As used in this Schedule A the following terms have the following meanings:
- (a) **"affiliate"** has the meaning assigned to such term under Rule 501(b) under the U.S. Securities Act;
  - (b) **"Directed Selling Efforts"** means **"directed selling efforts"** as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Offered Shares, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Shares;
  - (c) **"Disqualification Event"** means any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D;
  - (d) **"FINRA"** means the Financial Industry Regulatory Authority, Inc.;
  - (e) **"Foreign Issuer"** means a **"foreign issuer"** as that term is defined in Rule 902(e) of Regulation S;
  - (f) **"General Solicitation"** and **"General Advertising"** means "general solicitation" and "general advertising", respectively, as used in Rule 502(c) under the U.S. Securities Act, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet or broadcast over radio or television, and any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;
  - (g) **"Qualified Institutional Buyer"** means a "qualified institutional buyer" as that term is defined in Rule 144A;
  - (h) **"Regulation D"** means Regulation D adopted by the SEC under the U.S. Securities Act;
  - (i) **"Regulation S"** means Regulation S adopted by the SEC under the U.S. Securities Act;
  - (j) **"Rule 144A"** means Rule 144A adopted by the SEC under the U.S. Securities Act;
  - (k) **"SEC"** means the United States Securities and Exchange Commission;
  - (l) **"Substantial U.S. Market Interest"** means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;
  - (m) **"Transfer Agent"** means Computershare Investor Services Inc.;
  - (n) **"U.S. Accredited Investor"** means an "accredited investor" within the meaning of Rule 501(a) of Regulation D;

- (o) **“U.S. Affiliate”** means a U.S. registered broker-dealer affiliated with an Underwriter;
- (p) **“U.S. Purchaser Letter”** means the U.S. Purchaser Letter, a form of which is attached to the U.S. Placement Memorandum as Exhibit II; and
- (q) **“U.S. QIB Letter”** means the Qualified Institutional Buyer Letter, a form of which is attached to the U.S. Placement Memorandum as Exhibit I.

All other capitalized terms used but not otherwise defined in this Schedule A shall have the meanings assigned to them in the Agreement to which this Schedule A is attached.

## 2. Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees to and with the Underwriters, as at the date hereof and as at the Closing Date and the Option Closing Date, that:

- (a) The Company is, and at the Time of Closing will be, a Foreign Issuer and reasonably believes that, at the commencement time of the Offering there was, and at the Time of Closing there will be, no Substantial U.S. Market Interest with respect to the Common Shares.
- (b) None of the Company or any of its affiliates, or any person acting on any of their behalf (i) has engaged or will engage in any Directed Selling Efforts, (ii) has engaged or will engage in any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with the offer or sale of the Offered Shares in the United States, (iii) has taken or will take any action in violation of Regulation M under the U.S. Exchange Act with respect to the Offered Shares, or (iv) has taken or will take any action that would cause the applicable exemption or exclusion from the registration requirement of the U.S. Securities Act afforded by Rule 144A, Rule 506(b) of Regulation D or Rule 903 of Regulation S not to be available in connection with the offer or sale of the Offered Shares, provided, however, that no representation, warranty, covenant or agreement is made with respect to the Underwriters, their affiliates (including the U.S. Affiliates) or any Selling Firm or any person acting on any of their behalf.
- (c) The Offered Shares are not, and as of the Time of Closing will not be, and no securities of the same class as the Offered Shares are or will be (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act, (ii) quoted in an “automated inter-dealer quotation system”, as such term is used in paragraph d(3) of Rule 144A, or (iii) convertible or exchangeable at an effective conversion premium or effective exercise premium (calculated as specified in paragraph (a)(6) or (a)(7) of Rule 144A) of less than ten percent for securities so listed or quoted.
- (d) Except with respect to offers and sales in accordance with this Agreement (including this Schedule A) to, or for the account or benefit of, persons in the United States or U.S. Persons that are Qualified Institutional Buyers or U.S. Accredited Investors in reliance upon the exemption from registration afforded by Rule 144A or as set forth in Rule 506(b) of Regulation D, the Company has not offered or sold the Offered Shares to any person other than the Underwriters and their U.S. Affiliates and will not sell any Offered Shares to any person other than the Underwriters and their U.S. Affiliates.

- (e) For so long as any of the Offered Shares are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and may not be resold pursuant to Rule 144(b)(1) thereunder, if the Company is not subject to and in compliance with the reporting requirements of Section 13 or Section 15(d) of the U.S. Exchange Act or exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Company will provide to any holder of such Offered Shares, or to any prospective purchaser of such Offered Shares designated by such holder, upon the request of such holder or prospective purchaser, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act (so long as that requirement is necessary in order to permit holders of the restricted securities to effect resales under Rule 144A).
- (f) The Company is not, and upon the application of the proceeds from the sale of the Offered Shares as herein contemplated will not be, an “investment company” that is or is required to be registered under the United States Investment Company Act of 1940, as amended.
- (g) None of the Company or any of its affiliates has, in the six months prior to the date of this Agreement, directly or indirectly, solicited any offer to buy, sold or offered to sell, or will solicit any offer to buy, sell or offer to sell any security which is or would be integrated with the sale of the Offered Shares in a manner that would cause the exemption from the registration requirement of the U.S. Securities Act provided by Rule 144A or Rule 506(b) of Regulation D or the exclusion from registration provided by Rule 903 of Regulation S to become unavailable for the offer and sale of the Offered Shares pursuant to this Schedule A.
- (h) The Company shall cooperate with the Underwriters and counsel for the Underwriters to qualify or register the Offered Shares for sale under (or identify or obtain exemptions from the application of) the ‘Blue Sky’ or state securities laws of those jurisdictions designated by the Underwriters, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the offer and sale of the Offered Shares.
- (i) None of the Company or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
- (j) None of the Company or any of its predecessors or affiliates has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
- (k) With respect to the Offered Shares offered and sold in reliance on Rule 506(b) of Regulation D, none of the Company, any of its predecessors, any affiliated issuer that is issuing Offered Shares in the Offering, any director, executive officer, or other officer of the Company participating in the Offering, any beneficial owner of 20% or more of the Company’s outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale of the Offered Shares (but excluding the Regulation D Underwriters (as defined below), as to whom no representation, warranty or covenant is made) (each, a “**Company Covered Person**” and, collectively, the “**Company Covered Persons**”) is subject to a

Disqualification Event. The Company will notify the Underwriters in writing, prior to any Closing Date of (i) any Disqualification Event relating to a Company Covered Person not previously disclosed to the Underwriters in accordance with this section, and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Company Covered Person. As of any Closing Date, the Company is not aware of any person (other than any Regulation D Underwriter Covered Person (as defined below)) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the offer and sale of any Offered Shares pursuant to Rule 506(b) of Regulation D.

- (l) The Company will, within the prescribed time periods after the first sale of the Offered Shares in the United States, prepare and file any forms or notices required under the U.S. Securities Act or any state securities laws in connection with the sale of the Offered Shares with the SEC and with all applicable state securities regulators.

### **3. Representations, Warranties and Covenants of the Underwriters**

Each Underwriter, on its own behalf and on behalf of its U.S. Affiliate, represents, warrants, covenants and agrees severally (and not jointly or jointly and severally) to and with the Company, as at the date hereof and as at the Closing Date and the Option Closing Date, that:

- (a) It acknowledges that the Offered Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold within the United States except pursuant to the exemptions from the registration requirement of the U.S. Securities Act provided by Rule 144A and Rule 506(b) of Regulation D and similar exemptions under applicable state securities (“**Blue Sky**”) laws or outside the United States in accordance with Rule 903 of Regulation S. It has not offered or sold, and will not offer or sell, any of the Offered Shares constituting part of its allotment except (i) in the United States to Qualified Institutional Buyers in transactions exempt from the registration requirement of the U.S. Securities Act pursuant to Rule 144A, (ii) in the United States to U.S. Substituted Purchasers that are U.S. Accredited Investors in transactions exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 506(b) of Regulation D, or (iii) in an "offshore transaction" (as such term is defined in Regulation S) outside the United States in accordance with Rule 903 of Regulation S, in either case as provided in clauses (b) through (o) below. None of it, its affiliates (including its U.S. Affiliate), nor any persons acting on any of their behalf have engaged or will engage in: (i) any offer to sell or any solicitation of an offer to buy, any Offered Shares to any person in the United States, (ii) any sale of Offered Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such Underwriter, affiliate (including its U.S. Affiliate) or person acting on behalf of any of them reasonably believed that such purchaser was outside the United States, or (iii) any Directed Selling Efforts with respect to the Offered Shares, in each case, except as permitted in this Schedule A.
- (b) It has not entered and will not enter into any contractual arrangement with respect to the offer and of the Offered Shares, except with its U.S. Affiliate, any Selling Firm or with the prior written consent of the Company. It shall require its U.S. Affiliate and each Selling Firm to agree for the benefit of the Company to comply with and shall ensure that its U.S. Affiliate and each Selling Firm complies with the same provisions of this Schedule A as apply to such Underwriter as if such provisions applied to such U.S. Affiliate or Selling Firm.

- (c) All offers to sell and solicitations of offers to buy and any sales of any Offered Shares to be made by the Underwriter in the United States shall be made through its U.S. Affiliate in compliance with all applicable United States state and federal broker-dealer requirements. Such U.S. Affiliate is and will be a Qualified Institutional Buyer, a duly registered broker-dealer with the SEC under Section 15(b) of the U.S. Exchange Act and applicable state securities and broker-dealer laws and a member in good standing of FINRA on the date hereof and at the date of any offer or sale of the Offered Shares in the United States.
- (d) It has not and will not, either directly or through its affiliates (including its U.S. Affiliate), or through any person acting on any of their behalf use any written material other than the U.S. Placement Memorandum (including the U.S. QIB Letter and U.S. Purchaser Letter) relating to the offering of Offered Shares in the United States.
- (e) Offers to sell and solicitations of offers to buy the Offered Shares in the United States by it or its U.S. Affiliate shall be made only pursuant to Rule 144A or Rule 506(b) of Regulation D to persons reasonably believed to be Qualified Institutional Buyers or U.S. Accredited Investors who are acquiring the Offered Shares (i) for their own account or (ii) for the account of a Qualified Institutional Buyer or U.S. Accredited Investors with respect to which it exercises sole investment discretion in a transaction that is exempt from registration under the U.S. Securities Act pursuant to Rule 144A or Rule 506(b) of Regulation D and in compliance with, or pursuant to an exemption from, the registration or qualification requirements of all applicable Blue Sky laws.
- (f) Each offeree in the United States to which it or its U.S. Affiliate offered Offered Shares has been or will be provided with a copy of the preliminary U.S. Placement Memorandum, including the Preliminary Prospectus and/or the Prospectus, as applicable, and each purchaser in the United States that purchases Offered Shares from it or its U.S. Affiliate will have received at or prior to the time of purchase of any Offered Shares the final U.S. Placement Memorandum including the Prospectus.
- (g) It will not, either directly or through its affiliates (including its U.S. Affiliate), or through any person acting on any of their behalf, solicit offers for, or offer to sell, the Offered Shares in the United States by means of any form of General Solicitation or General Advertising or by any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with its offers or sales of the Offered Shares in the United States.
- (h) It will inform, and cause its affiliates (including its U.S. Affiliate) to inform, all purchasers of the Offered Shares in the United States that the Offered Shares have not been and will not be registered under the U.S. Securities Act and are being sold to them without registration under the U.S. Securities Act in reliance on Rule 144A or Rule 506(b) of Regulation D, as applicable, and similar exemptions under applicable state securities laws.
- (i) Immediately prior to soliciting offerees in the United States purchasing Offered Shares pursuant to Rule 144A or Rule 506(b) of Regulation D, as applicable, and at the time of completion of each sale to a person in the United States, the Underwriter has reasonable grounds to believe and did believe that each offeree and purchaser was a Qualified Institutional Buyer or U.S. Accredited Investor, as applicable.

- (j) It or its U.S. Affiliate will cause each Qualified Institutional Buyer purchasing Offered Shares from such Underwriter or U.S. Affiliate pursuant to the terms of this Agreement, to execute and deliver a U.S. QIB Letter for the benefit of the Company.
- (k) It or its U.S. Affiliate will cause each U.S. Accredited Investor purchasing Offered Shares from the Company pursuant to the terms of this Agreement, to execute and deliver a U.S. Purchaser Letter for the benefit of the Company.
- (l) At least one Business Day prior to each Time of Closing, it will provide the Company and its Transfer Agent with a list of all purchasers of the Offered Shares in the United States or that were offered Offered Shares in the United States.
- (m) None of it, its affiliates (including its U.S. Affiliate) or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Shares.
- (n) With respect to Offered Shares offered in reliance on Rule 506(b) of Regulation D, neither the Underwriter nor its affiliates (including its U.S. Affiliate) (collectively, the “**Regulation D Underwriters**”), any general partner or managing member of the Regulation D Underwriters, any director, executive officer or other officer of the Regulation D Underwriters participating in the offering of the Offered Shares or general partner or managing member of the Regulation D Underwriters or any officer, employee or agent of the Regulation D Underwriters or general partner or managing member of the Regulation D Underwriters that have been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the offer and sale of any Offered Shares (each, a “**Regulation D Underwriter Covered Person**” and collectively, the “**Regulation D Underwriter Covered Persons**”) is subject to any Disqualification Event, except for a Disqualification Event contemplated by Rule 506(d)(2) of the U.S. Securities Act and a description of which has been furnished in writing to the Company prior to the date hereof. Each Regulation D Underwriter will notify the Company in writing, prior to any Closing Date of (i) any Disqualification Event relating to any Regulation D Underwriter Covered Person not previously disclosed to the Company in accordance with this section, and (ii) any event that would, with the passage of time, become a Disqualified Event relating to any Regulation D Underwriter Covered Person. As of the Closing Date, the Underwriter is not aware of any person (other than any Regulation D Underwriter Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the offer and sale of any Offered Shares pursuant to Rule 506(b) of Regulation D.
- (o) If it or its U.S. Affiliate have offered or sold the Offered Shares in the United States, at each Time of Closing, it, together with such U.S. Affiliate, will provide a certificate, substantially in the form of Exhibit 1 to this Schedule A, or will be deemed to have represented that neither it nor its U.S. Affiliate offered or sold Offered Shares in the United States.

**EXHIBIT A  
TO SCHEDULE A**

**UNDERWRITER'S CERTIFICATE**

In connection with the private placement of the common shares of kneat.com, inc. (the "**Company**") in the United States pursuant to available exemptions from the registration requirements of the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") and to the underwriting agreement dated September 27, 2024 (the "**Underwriting Agreement**") among the Company and the underwriters named therein (each an "**Underwriter**"), the undersigned Underwriter, together with its United States broker-dealer affiliate (the "**U.S. Affiliate**"), hereby certify that:

- (a) the undersigned U.S. Affiliate of the undersigned Underwriter who offered or sold Offered Shares in the United States is duly registered as a broker or dealer under the U.S. Exchange Act, with the SEC, and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker dealer registration requirements) and a member of and in good standing with FINRA on the date hereof and on the date of each offer and sale of Offered Shares made in the United States;
- (b) all offers and sales of Offered Shares in the United States were made only through the U.S. Affiliate and have been effected in accordance with all applicable U.S. federal and state, including broker-dealer, laws and requirements;
- (c) each offeree in the United States was provided with a copy of the preliminary U.S. Placement Memorandum, including the Preliminary Prospectus and/or the Prospectus, as applicable, and each purchaser of Offered Shares in the United States was provided with a copy of the final U.S. Placement Memorandum, including the Prospectus, and no other written material was used in connection with the offer and sale of the Offered Shares in the United States;
- (d) immediately prior to transmitting the preliminary U.S. Placement Memorandum, and the final U.S. Placement Memorandum to offerees in the United States, we had reasonable grounds to believe and did believe that each offeree and purchaser was a Qualified Institutional Buyer or U.S. Accredited Investor and, on the date hereof, we continue to believe that each such person that is purchasing Offered Shares in the United States from us is a Qualified Institutional Buyer or U.S. Accredited Investor;
- (e) no form of Directed Selling Efforts and no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Offered Shares in the United States;
- (f) all purchasers in the United States have been informed that the Offered Shares have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws;
- (g) we have not taken and will not take any action that would constitute a violation of Regulation M under the U.S. Exchange Act in connection with offers and sales of the Offered Shares; and

- (h) the offering of the Offered Shares has been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule A thereto.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule A attached thereto) unless defined herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**[Name of Underwriter]**

Per: \_\_\_\_\_  
Authorized Signing Officer

**[Name of U.S. Affiliate]**

Per: \_\_\_\_\_  
Authorized Signing Officer