

AGENCY AGREEMENT

December 6, 2018

FireFox Gold Corp.
650-1021 West Hastings Street
Vancouver, BC V6E 0C3

Attention: Mr. Carl Löffberg
Chief Executive Officer

Dear Mr. Löffberg:

Re: Initial Public Offering

The undersigned, PI Financial Corp., as lead agent (“**PI**”), together with Canaccord Genuity Corp. and M Partners Inc. (collectively with PI, the “**Agents**” and each individually, an “**Agent**”) understand that FireFox Gold Corp. (the “**Company**”) proposes to complete its initial public offering by offering for sale a minimum of 5,000,000 and a maximum of 12,500,000 units of the Company (each, a “**Unit**”, and collectively, the “**Units**”) at a price of \$0.40 per Unit (the “**Offering Price**”) for gross proceeds of a minimum of \$2,000,000 and a maximum of \$5,000,000 (the “**Base Offering**”).

Each Unit consists of one common share of the Company (each, a “**Unit Share**”, and collectively, the “**Unit Shares**”) and one-half of one common share purchase warrant (each whole common share purchase warrant, a “**Warrant**”, and collectively, the “**Warrants**”). Each Warrant will entitle the holder thereof to acquire, subject to adjustment in accordance with the Warrant Indenture (as defined herein), one common share (each, a “**Warrant Share**”, and collectively, the “**Warrant Shares**”) of the Company at an exercise price of \$0.60 at any time prior to 5:00 p.m. (Vancouver time) on the date that is 24 months following the Closing Date (as defined herein). The Warrants will be governed by a warrant indenture (the “**Warrant Indenture**”) entered into between the Company and TSX Trust Company, as warrant agent (the “**Warrant Agent**”).

The Agents also understand that the Company: (i) has prepared and filed a Preliminary Prospectus (as defined herein); (ii) has addressed the comments made by the Canadian Securities Regulators (as defined herein) in respect of the Preliminary Prospectus; and (iii) has been cleared by all of the Canadian Securities Regulators to file the Final Prospectus (as defined herein). The Company has prepared and will file, concurrently with the execution of this Agreement, the Final Prospectus and all other necessary documents in order to qualify the Unit Shares and the Warrants for distribution to the public in each of the Qualifying Jurisdictions (as defined herein), the grant of the Over-Allotment Option (as defined herein), and the issue of the Broker Warrants (as defined herein) and the Units issuable as the Corporate Finance Fee (as defined herein), and will obtain the Final Receipt (as defined herein) for the Final Prospectus prior to 5:00 p.m. (Vancouver time) on the first business day following the date hereof (or such later date or time as reasonably agreed to by the Company and PI, on behalf of the Agents).

Subject to the terms and conditions contained in this Agreement, the Company hereby appoints the Agents to act as the sole and exclusive agents to the Company, and the Agents hereby agree to act as the agents of the Company, to effect the sale of the Units on behalf of the Company on a “best efforts” basis to purchasers resident in the Qualifying Jurisdictions and in those jurisdictions outside of Canada (including the United States) as may be agreed to by the Company and the Agents, acting reasonably, through private placements or other offerings on an exempt basis and provided that the Company shall not become obligated to file a registration statement or prospectus outside of Canada. The parties hereto

acknowledge that the Units have not been and will not be registered under the U.S. Securities Act (as defined herein) or the laws of any state of the United States.

In addition, the Company hereby grants to the Agents an option (the “**Over-Allotment Option**”), exercisable, in whole or in part, from time to time until the date which is 30 days following the Closing Date (the “**Over-Allotment Deadline**”), to offer additional Units (the “**Over-Allotment Units**”) for sale to the public in an amount equal to a further 15% of the Base Offering at a price per Over-Allotment Unit equal to the Offering Price, to cover over-allotments, if any, and for market stabilization purposes. The Over-Allotment Option may be exercised to acquire (i) up to an additional 750,000 to 1,875,000 Over-Allotment Units at the Offering Price; (ii) up to 750,000 to 1,875,000 additional Unit Shares (the “**Over-Allotment Shares**”) at a price of \$0.37 per Over-Allotment Share (the “**Over-Allotment Share Price**”); (iii) up to 375,000 to 937,500 additional Warrants (the “**Over-Allotment Warrants**”) at a price of \$0.03 per Over-Allotment Warrant (the “**Over-Allotment Warrant Price**”); or (iv) any combination of Over-Allotment Units, Over-Allotment Shares, and Over-Allotment Warrants, provided that the aggregate number of Over-Allotment Shares and Over-Allotment Warrants which may be issued under the Over-Allotment Option do not exceed 750,000 to 1,875,000 and 375,000 to 937,500, respectively. The Over-Allotment Option is exercisable by PI, on behalf of the Agents, giving notice to the Company prior to the Over-Allotment Deadline, which notice shall specify the number of Over-Allotment Units, Over-Allotment Shares and/or Over-Allotment Warrants to be offered for sale to the public and the closing date for such issuance (the “**Option Closing Date**”).

The Units and any Over-Allotment Units are hereinafter collectively referred to as the “**Offered Securities**”. The Unit Shares and the Over-Allotment Shares are hereinafter collectively referred to as the “**Shares**”. The Warrants and the Over-Allotment Warrants are hereinafter collectively referred to as the “**Warrants**”. The Warrant Shares, including those issuable upon exercise of the Over-Allotment Warrants, are hereinafter collectively referred to as the “**Warrant Shares**”. The offering of the Offered Securities by the Company is referred to as the “**Offering**”.

It is understood and agreed that the Agents are under no obligation to purchase any of the Offered Securities, although the Agents may subscribe for Offered Securities if they so desire. The Agents may offer the Offered Securities at a price less than the Offering Price as described in further detail in section 3.2 of this Agreement.

In consideration of the services to be rendered by the Agents in connection with the sale of the Offered Securities hereunder, the Company shall (i) pay to PI, for and on behalf of all of the Agents, the Agents’ Fee (as defined herein), (ii) issue and deliver to the Agents the Broker Warrants as set out in section 7.2 of this Agreement, and (iii) pay to PI the Corporate Finance Fee (as defined herein). The terms of compensation are more fully described in section 7 of this Agreement.

The additional terms and conditions of this agency agreement (the “**Agreement**”) are set forth below.

1. **DEFINITIONS**

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

- (a) “**Acts**” means the Securities Acts or equivalent securities regulatory legislation of the Qualifying Jurisdictions and “**Act**” means the Securities Act or equivalent securities regulatory legislation of a specified Qualifying Jurisdiction;
- (b) “**Agents**” has the meaning given to that term on page 1 of this Agreement;

- (c) “**Agents’ Fee**” means the fee payable by the Company to the Agents pursuant to section 7.1 of this Agreement;
- (d) “**Agreements and Instruments**” has the meaning given to that term in subsection 5.1(v) of this Agreement;
- (e) “**Ancillary Documents**” means all agreements, certificates (including any certificates representing the Unit Shares, the Over-Allotment Shares, the Warrants, the Over-Allotment Warrants, the Warrant Shares, the Over-Allotment Warrant Shares, the Broker Warrants and the Broker Warrant Shares), officer’s certificates, notices and other documents executed and delivered, or to be executed and delivered, by the Company in connection with the Offering and/or pursuant to this Agreement;
- (f) “**Annual Financial Statements**” has the meaning given to that term in subsection 5.1(ee) of this Agreement;
- (g) “**Applicable Securities Laws**” means, collectively, and, as the context may require, the securities laws of the United States and any state of the United States and the Acts and Regulations and the rules, policies, instruments, notices and orders issued by the applicable Regulatory Authorities;
- (h) “**Base Offering**” has the meaning given to that term on page 1 of this Agreement;
- (i) “**Broker Warrant Certificates**” means the certificates representing the Broker Warrants and containing the terms thereof;
- (j) “**Broker Warrant Shares**” has the meaning given to that term in subsection 7.2 of this Agreement;
- (k) “**Broker Warrants**” has the meaning given to that term in subsection 7.2 of this Agreement;
- (l) “**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Vancouver, British Columbia are not open for business;
- (m) “**Closing**” and “**Closing Date**” have the meanings given to those terms in section 9.1 of this Agreement;
- (n) “**Closing Materials**” has the meaning given to that term in subsection 6.1(k)(x) of this Agreement;
- (o) “**Closing Time**” means 5:00 a.m. (Vancouver time) or such other time as may be agreed to by the Company and the Agents on the Closing Date, or in the case of the Option Closing, 5:00 a.m. (Vancouver time) or such other time as many be agreed to by the Company and the Agents on the Option Closing Date;
- (p) “**Comfort Letter**” has the meaning given to that term in subsection 6.1(k)(i) of this Agreement;

- (q) “**Commissions**” means the securities regulatory authorities (other than stock exchanges) of the Qualifying Jurisdictions and “**Commission**” means the securities regulatory authority of a specified Qualifying Jurisdiction;
- (r) “**Common Shares**” means common shares in the capital of the Company;
- (s) “**Company**” means FireFox Gold Corp., a company incorporated under the laws of the Province of British Columbia;
- (t) “**Company Financial Statements**” means, together, the Annual Financial Statements and the Interim Financial Statements;
- (u) “**Continuous Disclosure Materials**” has the meaning given to that term in subsection 5.1(j) of this Agreement;
- (v) “**Corporate Finance Fee**” means the fee payable by the Company to the Agents pursuant to section 7.3 of this Agreement;
- (w) “**Distribution**” (or “**distribute**” as derived therefrom) has the meaning given to that term in the *Securities Act* (British Columbia);
- (x) “**Exchange**” means the TSX Venture Exchange;
- (y) “**Final Prospectus**” means the final long form prospectus of the Company filed with the Commissions for the purpose of qualifying the distribution in Canada of the Offered Securities and any Supplementary Material;
- (z) “**Final U.S. Placement Memorandum**” means the U.S. private placement memorandum, in a form satisfactory to the Agents and the Company, to which will be attached the Final Prospectus, to be delivered to any offerees and/or purchasers of Offered Securities who are, or are acting for the account or benefit of, persons in the United States or U.S. Persons, in accordance with Schedule “A” hereto;
- (aa) “**Indemnitor**” has the meaning given to that term in subsection 11.1 of this Agreement;
- (bb) “**Interim Financial Statements**” has the meaning given to that term in section 5.1(ff) of this Agreement;
- (cc) “**Jeesiö Property**” means the mineral property consisting of two reservations, a portion of a third reservation, an exploration permit and an exploration permit application which cover a total of 462.5 km² within the Kittilä and Sodankylä municipalities of northern Finland and centred at 67° 28’ N latitude and 25° 54’ E longitude (WGS84, Zone 35N: 454000E 7483000N) within the Lapland region;
- (dd) “**Legal Opinions**” has the meaning given to that term in subsection 6.1(k)(ii) of this Agreement;
- (ee) “**Lock-up Period**” has the meaning given to that term in section 6.1(m) of this Agreement;
- (ff) “**Marketing Materials**” means (a) the corporate presentation titled “Gold Discovery in Finland – Initial Public Offering – FireFox Gold” dated October 2018; and (b) the term

sheet for the Offering dated October 10, 2018, delivered by the Company and filed in accordance with NI 41-101 on SEDAR;

- (gg) “**material adverse effect**” means (i) the effect resulting from any event or change which is materially adverse to the business, affairs, capital, operations, prospects, Property Rights or assets, liabilities (contingent or otherwise) of the Company or its Subsidiary, taken as a whole, or which event or change would reasonably be expected to have a significant negative effect on the market price or value of the Common Shares or (ii) any fact, or change that would result in any Offering Document containing a misrepresentation;
- (hh) “**material change**” has the meaning given to that term in the *Securities Act* (British Columbia);
- (ii) “**Material Contracts**” has the meaning given to that term in subsection 5.1(qq) of this Agreement;
- (jj) “**material fact**” has the meaning given to that term in the *Securities Act* (British Columbia);
- (kk) “**misrepresentation**” has the meaning given to that term in the *Securities Act* (British Columbia);
- (ll) “**Mustajärvi Property**” means the mineral property consisting of a single exploration permit and exploration reservations covering 1,518.53 hectares (15.19 km²) within the Kittilä municipality of northern Finland and centred at 67° 36’ N latitude and 25° 18’ E longitude (WGS84, Zone 35N: 427600E 750000N) within the Lapland region;
- (mm) “**NI 41-101**” means National Instrument 41-101 – *General prospectus Requirements*;
- (nn) “**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;
- (oo) “**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;
- (pp) “**NI 52-110**” means National Instrument 52-110 – *Audit Committees*;
- (qq) “**NP 11-202**” means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;
- (rr) “**Offered Securities**” has the meaning given to that term on page 2 of this Agreement;
- (ss) “**Offering**” means the offering and sale of the Offered Securities pursuant to the terms and conditions of this Agreement;
- (tt) “**Offering Documents**” means, collectively, the Prospectuses, any Supplementary Material and the U.S. Memorandum;
- (uu) “**Offering Price**” means \$0.40 per Unit or Over-Allotment Unit, as the case may be;
- (vv) “**Officers’ Certificate**” has the meaning given to that term in subsection 6.1(k)(iv) of this Agreement;

- (ww) “**Option Closing**” means the closing of the transactions contemplated upon the exercise of the Over-Allotment Option;
- (xx) “**Option Closing Date**” has the meaning given to that term on page 2 of this Agreement;
- (yy) “**Over-Allotment Deadline**” has the meaning given to that term on page 2 of this Agreement;
- (zz) “**Over-Allotment Option**” means the option granted to the Agents as set out on page 2 of this Agreement;
- (aaa) “**Over-Allotment Share Price**” has the meaning given to that term on page 2 of this Agreement;
- (bbb) “**Over-Allotment Shares**” has the meaning given to that term on page 2 of this Agreement;
- (ccc) “**Over-Allotment Units**” has the meaning given to that term on page 2 of this Agreement;
- (ddd) “**Over-Allotment Warrant Price**” has the meaning given to that term on page 2 of this Agreement;
- (eee) “**Over-Allotment Warrant Shares**” has the meaning given to that term on page 2 of this Agreement;
- (fff) “**Over-Allotment Warrants**” has the meaning given to that term on page 2 of this Agreement;
- (ggg) “**Personnel**” has the meaning given to that term in subsection 11.1 of this Agreement;
- (hhh) “**Preliminary Prospectus**” means the preliminary long form prospectus of the Company and filed with the Commissions for the purpose of allowing the Agents to solicit expressions of interest for the Offering, including any Supplementary Material;
- (iii) “**Preliminary U.S. Placement Memorandum**” means the U.S. private placement memorandum, in a form satisfactory to the Agents and the Company, to which will be attached a copy of the Preliminary Prospectus, to be delivered to offerees of the Offered Securities who are, or are acting for the account or benefit of, persons in the United States or U.S. Persons in accordance with Schedule “A” hereto;
- (jjj) “**President’s List**” means the Offered Securities subscribed for by insiders and management of the Company, including friends, family, business associates and other nominees of insiders and management, for aggregate gross proceeds of up to \$1,000,000;
- (kkk) “**Prospectuses**” means, collectively, the Preliminary Prospectus and the Final Prospectus;
- (lll) “**Projects**” means, collectively, the Riikonkoski Property, the Jeesiö Property, the Ylöjärvi Property, the Mustajärvi Property, and the Seuru Property;

- (mmm) “**Property Rights**” has the meaning given to such term in subsection 5.1(n) of this Agreement;
- (nnn) “**Purchasers**” means, collectively, the purchasers of the Offered Securities;
- (ooo) “**Qualifying Jurisdictions**” means all of the provinces of Canada, except the Province of Quebec, and such other jurisdictions to which the Agents and the Company may agree and “**Qualifying Jurisdiction**” means any one of them;
- (ppp) “**Regulation D**” means Regulation D under the U.S. Securities Act;
- (qqq) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (rrr) “**Regulations**” means the securities rules or regulations proclaimed under the Acts and “**Regulation**” means the securities rules or regulations proclaimed under a specified Act;
- (sss) “**Regulatory Authorities**” means collectively the Commissions and the Exchange;
- (ttt) “**Riikonkoski Property**” means the mineral property consisting of two reservations totaling 109.2 km² within the Kittilä municipality;
- (uuu) “**Seuru Property**” means the mineral property consisting of four reservations totaling 460 km² in the Central Lapland Greenstone Belt of Northern Finland;
- (vvv) “**Shares**” has the meaning given to that term on page 2 of this Agreement;
- (www) “**Standard Listing Conditions**” has the meaning given to that term in subsection 6.1(o) of this Agreement;
- (xxx) “**Subsidiary**” means FireFox Gold Oy, a corporation incorporated under the laws of the Republic of Finland;
- (yyy) “**Supplementary Material**” means any documents supplemental to the Prospectuses including any amending or supplementary prospectus or other supplemental documents or similar documents including, for greater certainty, the Marketing Materials;
- (zzz) “**trade**” has the meaning given to that term in the *Securities Act* (British Columbia);
- (aaaa) “**Title Opinions**” has the meaning given to that term in subsection 6.1(k)(v) of this Agreement;
- (bbbb) “**Unit Shares**” has the meaning given to that term on page 1 of this Agreement;
- (cccc) “**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (dddd) “**Units**” has the meaning given to that term on page 1 of this Agreement and includes, for greater certainty, the Units issuable in connection with the Corporate Finance Fee;
- (eeee) “**U.S. Accredited Investor**” means an “accredited investor” as described in Rule 501(a) of Regulation D;

- (ffff) “**U.S. Affiliates**” means the U.S. registered broker-dealer affiliates of the Agents;
- (gggg) “**U.S. Legal Opinion**” has the meaning given to that term in subsection 6.1(k)(iii) of this Agreement;
- (hhhh) “**U.S. Memorandum**” means, together, the Preliminary U.S. Placement Memorandum and the Final U.S. Placement Memorandum;
- (iiii) “**U.S. Person**” means a U.S. person as that term is defined in Regulation S;
- (jjjj) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations made thereunder;
- (kkkk) “**Warrant Indenture**” means the warrant indenture between the Company and TSX Trust Company to be dated as of the Closing Date governing the terms of the Warrants;
- (llll) “**Warrant Shares**” has the meaning given to that term on page 1 of this Agreement; and
- (mmmm) “**Warrants**” has the meaning given to that term on page 1 of this Agreement;
- (nnnn) “**Ylöjarvi Property**” means the mineral property consisting of either exploration permits or reservations totaling 106.65 km² located in the western branch of the Tempere Schist Belt.

1.2 All references to dollar figures in this Agreement are to Canadian dollars.

1.3 Certain terms applicable solely to Schedule “A” are defined in Schedule “A”.

1.4 Where any representation or warranty contained in this Agreement is expressly qualified by reference to the “**knowledge**” of the Company, or where any other reference is made herein to the “**knowledge**” of the Company, it shall be deemed to refer to the actual knowledge of the directors and executive officers of the Company, after having made due inquiry of appropriate and relevant persons and after reviewing relevant documentation.

2. APPOINTMENT OF AGENTS

2.1 The Company appoints the Agents as its exclusive agents to effect the Offering and each of the Agents accepts the appointment and agrees to act as agent for such purpose and to use its best efforts to effect the sale of Units on the Company’s behalf to Purchasers on the terms and conditions contained herein.

3. DISTRIBUTION AND CERTAIN OBLIGATIONS OF THE AGENTS AND THE COMPANY

3.1 The distribution of the Offered Securities, the Shares, the Warrants, the Warrant Shares and the Broker Warrant Shares shall be qualified by the Prospectuses under Applicable Securities Laws in each of the Qualifying Jurisdictions. The Agents will use their best efforts to arrange for Purchasers of the Units in the Qualifying Jurisdictions. The Agents may also use their best efforts to arrange for Purchasers of Units:

- (a) who are, or who are acting for the account or benefit of, persons in the United States or U.S. Persons on a private placement basis, pursuant to exemptions available to U.S. Accredited Investors under Regulation D or qualified institutional buyers under Rule 144A and in accordance with the terms, conditions, representations, warranties and covenants of the parties contained in Schedule "A" hereto, the provisions of which are agreed to by the Company, the Agents and the U.S. Affiliates, and which Schedule "A" forms part of this Agreement; and
- (b) in such other jurisdictions as the Company and the Agents may agree, provided the distribution of Offering Securities in such other jurisdictions are completed in accordance with the applicable laws of such other jurisdictions and no prospectus, registration statement or similar document is required to be filed in such other jurisdiction;

provided, however, it is understood and agreed that the Agents shall have no obligation to purchase the Offered Securities.

- 3.2 After the Agents have made reasonable effort to sell the Units at the Offering Price, the Offering Price may be decreased by the Agents and further changed from time to time to an amount not greater than the Offering Price. The Agents' Fee realized by the Agents pursuant to section 7.1 will be decreased by the amount that the aggregate price paid by the purchasers for the Offered Securities is less than the gross proceeds of the Offering assuming all Units had been offered at the initially stated Offering Price. Reduced price sales will not affect the net proceeds to be received by the Company under the Offering.
- 3.3 The obligations of the Agents hereunder are several and not joint, nor joint and several. No Agent shall be liable hereunder with respect to any act, omission or conduct of any other Agent.
- 3.4 The Company agrees that the Agents will be permitted to appoint other registered dealers (or other dealers duly licensed in their respective jurisdictions) as their sub-agents (the "**Selling Firms**") to assist in the Offering and that the Agents may determine the remuneration payable to such other dealers appointed by them. Such remuneration shall be payable by the Agents. The Company grants all of the rights and benefits of this Agency Agreement attributable to the Agents to any Selling Firm so appointed by the Agents and appoints the Agents as trustee of such rights and benefits for such Selling Firms, and the Agents hereby accept such trust and agree to hold such rights and benefits for and on behalf of such Selling Firms.
- 3.5 The Agents shall, and shall require any Selling Firm to agree to, comply with the Applicable Securities Laws in the Qualifying Jurisdictions in connection with the distribution of the Offered Securities and shall offer the Offered Securities for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Prospectuses and this Agency Agreement.
- 3.6 The Agents shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Securities only in those jurisdictions where they may be lawfully offered for sale or sold. The Agents shall: (i) use commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Securities as soon as reasonably practicable; and (ii) promptly notify the Company when, in their opinion, the Agents and the Selling Firms have ceased distribution of the Offered Securities and provide a breakdown of such number of Offered Securities distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Commissions.

- 3.7 Each of the Company and the Agents agree that the representations, warranties and covenants contained in Schedule "A" to this Agreement entitled "Compliance with United States Securities Laws" are incorporated by reference in and shall form part of this Agreement with respect to the offer and sale of the Offered Securities under this Agreement. The Agents agree, for the benefit of the Company, to comply with the selling restrictions imposed by the laws of the United States and contained in Schedule "A" to this Agreement. Notwithstanding the foregoing, an Agent will not be liable to the Company under this section or Schedule "A" with respect to a violation by another Agent or its U.S. Affiliate(s) of the provisions of this section or Schedule "A" if the former Agent or its U.S. Affiliate, as applicable, is not itself also in violation.

4. DUE DILIGENCE REVIEW

- 4.1 Prior to the Closing Time and during the period from the date hereof until the Closing Date, the Company shall allow the Agents the opportunity to conduct required due diligence and to obtain, acting reasonably, satisfactory results therefrom and, in particular, the Company shall allow the Agents and Agents' counsel to conduct all due diligence which the Agents may reasonably require in order to confirm the Offering Documents are accurate, complete and current in all material respects and to fulfill the Agents' obligations as registrants and, in this regard, without limiting the scope of the due diligence inquiries the Agents may conduct, the Company shall cause its senior management, auditors, legal counsel, technical advisors and such other persons as the Agents may require, to answer any questions which the Agents may reasonably have and to participate in one or more due diligence sessions to be held prior to the Closing Date.
- 4.2 In carrying out their responsibilities under this Agency Agreement, the Agents will necessarily rely on information prepared or supplied by the Company and other sources believed by the Agents to be reliable. The Agents will apply reasonable standards of diligence to their due diligence inquiries. However, the Agents will be entitled to rely on and assume no obligation to verify the accuracy or completeness of such information and under no circumstances will the Agents be liable to the Company or any securityholder for any damages arising out of the inaccuracy or incompleteness of such information. The Company maintains sole responsibility for the accuracy and completeness of the Prospectuses, and any Supplementary Material and any other disclosure document to be prepared in connection with the Offering, except any portions thereof that are provided by the Agents (the only such portion of which shall be the names of the Agents and the section of the Prospectuses titled "Plan of Distribution").

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Agents, and acknowledges that the Agents are relying upon such representations and warranties in entering into this Agreement, that:
- (a) the Company is a duly incorporated company and validly existing and in good standing under the corporate laws of its jurisdiction of incorporation and no proceedings have been instituted or are pending for the dissolution, liquidation or winding-up of the Company;
 - (b) all of the shares of the Subsidiary are legally and beneficially owned by the Company, free and clear of all liens, charges and encumbrances of any kind whatsoever;
 - (c) the Subsidiary is the only subsidiary of the Company and is duly incorporated and validly existing and in good standing under the laws of its jurisdiction of incorporation

and no proceedings have been instituted or are pending for its dissolution, liquidation or winding-up;

- (d) the form and terms of the certificates representing the Shares, the Warrants and the Broker Warrants have been, or will by the Closing Time be, approved and adopted by the directors of the Company and do not conflict with any applicable laws or the rules of the Exchange or the constating documents of the Company;
- (e) the Company:
 - (i) will be, at the Closing Time, a reporting issuer (within the meaning of Applicable Securities Laws) or the equivalent in each of the provinces of Canada, other than Quebec; and
 - (ii) is not in default of any of the requirements of the Applicable Securities Laws of the Qualifying Jurisdictions;
- (f) the Exchange has, or will by the Closing Time have, conditionally accepted the listing of the Shares, the Warrants, the Warrant Shares and the Broker Warrant Shares, subject only to the Company fulfilling the standard post-closing conditions of the Exchange;
- (g) the descriptions of the securities of the Company in the Prospectuses are true, complete and accurate descriptions of the rights, privileges, restrictions, terms and conditions attaching to such securities;
- (h) the authorized capital of the Company consists of an unlimited number of Common Shares without par value of which 24,062,498 Common Shares were issued and outstanding as of December 3, 2018. All of the issued and outstanding Common Shares are fully paid and non-assessable and have been duly and validly authorized and issued, in compliance with applicable laws;
- (i) except as disclosed in the Final Prospectus, no person, firm or corporation has any agreement, option, right or privilege, whether pre-emptive, contractual or otherwise, capable of becoming an agreement for the purchase, acquisition, subscription for or issuance of any of the unissued shares of the Company or the Subsidiary, or other securities convertible, exchangeable or exercisable for shares of the Company or the Subsidiary;
- (j) all documents previously published or filed by the Company with the Regulatory Authorities (the “**Continuous Disclosure Materials**”) contain no misrepresentation as of the Closing Time and were prepared in accordance with and comply in all material respects with Applicable Securities Laws of the Qualifying Jurisdictions and the Company is not in default of its filings under, nor has it failed to file or publish any document required to be filed or published under Applicable Securities Laws of the Qualifying Jurisdictions;
- (k) all of the transactions of each of the Company and the Subsidiary have been promptly and properly recorded or filed in or with its books or records and its minute book contains, in all material respects, all of its transactions, all records of the meetings and proceedings of its directors, shareholders and other committees, if any, since incorporation;

- (l) each of the Company and the Subsidiary has the corporate power and capacity to own the assets owned by it and to carry on the business carried on and proposed to be carried on by it, and each of the Company and the Subsidiary holds all licenses and permits that are required for carrying on its business in the manner in which such business has been carried on and is duly qualified to carry on business in all jurisdictions in which it carries on business;
- (m) each of the Company and the Subsidiary has good title to its respective assets as disclosed in the Prospectuses, free and clear of all liens, charges and encumbrances of any kind whatsoever;
- (n) all property, options, leases, concessions, claims or other, direct or indirect, interests in natural resource properties and surface rights for exploration and exploitation, extraction and other mineral property rights in which the Company or the Subsidiary holds an interest or right (collectively, the “**Property Rights**”) are completely and accurately described in the Prospectuses and except as set out in the Prospectuses, the Company is the legal and beneficial owner of such Property Rights and the Property Rights are in good standing and are valid and enforceable and free and clear of any liens, charges or encumbrances;
- (o) no property rights, easements, rights of way, access rights other than the Property Rights are necessary for the conduct of the business of the Company and the Subsidiary as currently being conducted, or proposed to be conducted as described in the Prospectuses, and there are no restrictions on the ability of the Company or the Subsidiary to use or otherwise exploit any such Property Rights, and there is no claim or, to the knowledge of the Company, basis for a claim that may adversely affect such rights in any respect;
- (p) there are no claims with respect to indigenous person rights currently pending or, to the knowledge of the Company, threatened with respect to any of the Projects;
- (q) the Company and the Subsidiary have all licences, registrations, qualifications, permits, consents and authorizations necessary for the conduct of the business of the Company and the Subsidiary as currently conducted and as proposed to be conducted and all such licences, registrations, qualifications, permits, consents and authorizations are valid and subsisting and in good standing;
- (r) all assessments or other work required to be performed in relation to the mining claims and/or concessions and the mining rights with respect to the Projects in order to maintain the Company’s interest therein have been performed to date and the Company and the Subsidiary have complied with all applicable governmental laws, regulations and policies as well as with regard to all legal and contractual obligations to third parties, except where such non-performance or non-compliance would not result in a material adverse effect;
- (s) other than as disclosed in the Prospectuses, the Company and the Subsidiary do not have any responsibility or obligation to pay or have paid on its behalf any commission, royalty or similar payment to any person with respect to its Property Rights;
- (t) all of the technical information set forth in the Prospectuses has been reviewed by a “qualified person” as required by NI 43-101. All such information has been prepared, in all material respects, in accordance with Canadian industry standards and NI 43-101

and there have been no material changes to such information since the date of delivery or preparation thereof;

- (u) the Company has complied with, and is in compliance with, NI 43-101, in all material respects, and the information in the technical reports filed by the Company with the Regulatory Authorities have been prepared in accordance with Canadian industry standards and NI 43-101, in all material respects;
- (v) each of the Company and the Subsidiary have conducted and is conducting its business in material compliance with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on, is in material compliance with all terms and provisions of any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease, license or other agreement or instrument to which the Company or the Subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or the Subsidiary is subject that are material to the conduct of its business (collectively, the “**Agreements and Instruments**”) and all such Agreements and Instruments are valid and binding in accordance with their terms and in full force and effect, and no material breach or default by the Company or the Subsidiary or event which, with notice or lapse or both, could constitute a material breach or default by the Company or the Subsidiary, exists with respect to any obligation, agreement, covenant or condition contained therein;
- (w) the Company has all requisite corporate power and authority to enter into this Agreement and the Warrant Indenture and to perform the transactions contemplated hereby and thereby, the granting of the Over-Allotment Option and the sale by the Company of the Offered Securities and the issuance of the Shares, Warrants, Warrant Shares, Broker Warrants and Broker Warrant Shares have been duly authorized by all necessary corporate action of the Company, and this Agreement has been, and the Warrant Indenture will be, duly executed and delivered by the Company and this Agreement is, and the Warrant Indenture will upon execution and delivery in accordance with the terms hereof be, a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, moratorium or similar laws affecting creditors’ rights generally and except as limited by the application of equitable remedies which may be granted in the discretion of a court of competent jurisdiction and that enforcement of the rights to indemnity and contribution set out in this Agreement and the Warrant Indenture;
- (x) neither the Company nor the Subsidiary is in violation of its constating documents;
- (y) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and in the Offering Documents (including the authorization, issuance, sale and delivery of the Offered Securities, Broker Warrants and Broker Warrant Shares and the use of the proceeds from the sale of the Offered Securities as described in the Offering Documents under the caption “Use of Proceeds”) and compliance by the Company with its obligations hereunder, do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien upon any property or assets of the Company or the Subsidiary pursuant to the Agreements and Instruments, nor will such action result in any violation or conflict with the provisions of the constating documents of the Company or the Subsidiary or any existing applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government

instrumentality or court, domestic or foreign, having jurisdiction over the Company or the Subsidiary or their assets, properties or operations. As used herein, a “**Repayment Event**” means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or the Subsidiary;

- (z) upon their issuance, the Shares, and upon their issuance in accordance with the terms of the Warrant Indenture or the Broker Warrant Certificates, as applicable, and full payment of the exercise price therefor, the Warrant Shares and the Broker Warrant Shares, will be validly allotted, issued and outstanding, fully paid and non-assessable, free and clear of all resale or trade restrictions (except control person restrictions and restrictions under applicable U.S. securities laws) and liens, charges or encumbrances of any kind whatsoever;
- (aa) when issued and sold by the Company in accordance with the terms hereof or the terms of the Warrant Indenture or the Broker Warrant Certificates, as applicable, the Warrant Shares and the Broker Warrant Shares shall have the rights, privileges, restrictions and conditions that conform in all material respects to the rights, privileges, restrictions and conditions attaching to common shares in the capital of the Company set forth in the Prospectuses;
- (bb) provided they are listed on the Exchange at the relevant time, the Shares, the Warrants, the Warrant Shares and the Broker Warrant Shares will be qualified investments under the *Income Tax Act* (Canada) for a trust governed by a registered retirement savings plan, a registered retirement income fund, a deferred profit sharing plan, a registered education savings plan, a registered disability savings plan and for a tax-free savings account;
- (cc) TSX Trust Company at its principal office in the City of Vancouver, British Columbia has been duly appointed as registrar and transfer agent for the Common Shares and has been duly appointed as the Warrant Agent for the Warrants;
- (dd) the minute books and records of the Company and the Subsidiary made available to counsel for the Agents in connection with its due diligence investigation of the Company for the period from the date of incorporation, as the case may be, to the date of this Agreement are all of the minute books and records of the Company and the Subsidiary from incorporation to present and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Company and the Subsidiary to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Company or the Subsidiary to the date of this Agreement not reflected in such minute books and other records;
- (ee) the audited consolidated annual financial statements of the Company for the period from incorporation on June 16, 2017 to December 31, 2017 and the notes thereto (the “**Annual Financial Statements**”), a copy of which is attached to the Prospectuses, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Company for the period then ended and such financial statements have been prepared in accordance with International Financial Reporting Standards (“**IFRS**”) applied on a consistent basis;

- (ff) the unaudited interim consolidated financial statements of the Company, for the nine month period ended September 30, 2018 and the notes thereto (the “**Interim Financial Statements**”), a copy of which is attached to the Prospectuses, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Company for the period then ended and such financial statements have been prepared in accordance with IFRS applied on a consistent basis;
- (gg) the Company maintains, and will maintain, at all times prior to the Closing Date a system of internal accounting controls sufficient to provide reasonable assurance that:
 - (i) transactions are executed in accordance with management’s general or specific authorizations;
 - (ii) transactions are recorded as necessary to permit the preparation of financial statements in conformity with IFRS, and to maintain asset accountability;
 - (iii) material information relating to the Company and the Subsidiary is made known to those responsible for the preparation of the financial statements during the period in which the financial statements have been prepared and that such material information is disclosed to the public within the time periods required by applicable laws; and
 - (iv) all significant deficiencies and material weaknesses in the design or operation of such internal controls that could adversely affect any of the Company’s or the Subsidiary’s ability to disclose to the public information required to be disclosed by them in accordance with applicable law and all fraud, whether or not material, that involves management or employees that have a significant role in the Company’s or the Subsidiary’s internal controls have been disclosed to the audit committee of the Company;
- (hh) there has been no change in accounting policies or practices of the Company or the Subsidiary since December 31, 2017, except as has been disclosed in the Interim Financial Statements;
- (ii) the audit committee of the Company is comprised and operates in accordance with the requirements of NI 52-110 that are applicable to the Company;
- (jj) neither the Company nor the Subsidiary is indebted or under any obligation to any of its respective directors, officers or shareholders, on any account whatsoever, other than for:
 - (i) payment of salary, bonus and other employment or consulting compensation;
 - (ii) reimbursement for expenses duly incurred in connection with the business of the Company; and
 - (iii) for other standard employee benefits made generally available to all employees;
- (kk) the Company and the Subsidiary have not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation whatsoever;

- (ll) none of the directors, officers or shareholders of the Company or the Subsidiary is indebted to, or under any obligation to, the Company or the Subsidiary, on any account whatsoever;
- (mm) there are no material liabilities of the Company, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Company Financial Statements;
- (nn) other than as disclosed in the Prospectuses, since December 31, 2017, there has not been any adverse material change of any kind whatsoever in the financial position or condition of the Company or the Subsidiary or any damage, loss or other change of any kind whatsoever in circumstances materially affecting its business, affairs, capital, prospects or assets, or the right or capacity of the Company or the Subsidiary to carry on its business, such business having been carried on in the ordinary course;
- (oo) the directors, officers and key employees of the Company are as disclosed in the Prospectuses and the compensation arrangements with respect to the Company's directors and executive officers are as disclosed in the Prospectuses and there are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Company;
- (pp) there are no "significant acquisitions", "significant dispositions" or "significant probable acquisitions" for which the Company is required, pursuant to Applicable Securities Laws of the Qualifying Jurisdictions to include additional financial disclosure in the Prospectuses;
- (qq) all contracts and agreements material to the Company and the Subsidiary (collectively, the "**Material Contracts**") have been disclosed in the Prospectuses and neither the Company nor the Subsidiary has approved, entered into any binding agreement in respect of, nor has any knowledge of, 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 or the Subsidiary, whether by asset sale, transfer of shares or otherwise;
- (rr) there are no amendments to the Material Contracts that have been, are required to be, or to the knowledge of the Company or the Subsidiary, are proposed to be made, other than as have been disclosed in the Prospectuses;
- (ss) all tax returns, reports, elections, remittances, filings, withholdings and payments of the Company and the Subsidiary required by applicable laws to have been filed or made, have been filed or made (as the case may be) and are substantially true, complete and correct and all taxes owing of the Company as at December 31, 2017 have been paid or accrued in the Annual Financial Statements;
- (tt) the Company and the Subsidiary have been assessed for all applicable taxes to and including the year ended December 31, 2017 and have received all appropriate refunds, made adequate provision for taxes payable for all subsequent periods and the Company is not aware of any contingent tax liability of the Company or the Subsidiary not adequately reflected in the Company Financial Statements;
- (uu) to the best of its knowledge, no examination of any tax return of the Company or the Subsidiary is currently in progress and there are no issues or disputes outstanding with

any governmental authority respecting any taxes that have been paid, or may be payable by the Company or the Subsidiary. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Company or the Subsidiary;

- (vv) there are no actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the Company's knowledge, pending, threatened against or affecting the Company or the Subsidiary or, to the Company's knowledge, its directors or officers at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever and, to the Company's knowledge, there is no basis therefor;
- (ww) neither the Company nor the Subsidiary has any knowledge of a violation of, in connection with the ownership, use, maintenance or operation of its property and assets, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licences, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "**environmental laws**"). Without limiting the generality of the foregoing:
 - (i) each of the Company and the Subsidiary has occupied its properties and has received, handled, used, stored, treated, shipped and disposed of all pollutants, contaminants, hazardous or toxic materials, controlled or dangerous substances or wastes in compliance with all applicable environmental laws and has received all permits, licenses or other approvals required of them under applicable environmental laws to conduct their respective businesses; and
 - (ii) there are no orders, rulings or directives issued against the Company or the Subsidiary and, to the knowledge of the Company, there are no orders, rulings or directives pending or threatened against the Company or the Subsidiary under or pursuant to any environmental laws requiring any work, repairs, construction or capital expenditures with respect to any property or assets of the Company;
- (xx) no notice with respect to any of the matters referred to in the immediately preceding paragraph, including any alleged violations by the Company or the Subsidiary with respect thereto has been received by the Company or the Subsidiary and no writ, injunction, order or judgement is outstanding, and no legal proceeding under or pursuant to any environmental laws or relating to the ownership, use, maintenance or operation of the property and assets of the Company or the Subsidiary is in progress, or, to the best of the Company's knowledge, threatened or pending and, to the best of the Company's knowledge, there are no grounds or conditions which exist, on or under any property now or previously owned, operated or leased by the Company or the Subsidiary, on which any such legal proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the giving of notice or both, would give rise;
- (yy) none of the Company, the Subsidiary, or any of their directors or officers are in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever where non-compliance could have a material adverse effect on the Company or the Subsidiary;

- (zz) the auditors who audited the Annual Financial Statements are and have been independent public accountants as required under Applicable Securities Laws and there has never been a reportable event (within the meaning of NI 51-102) between the Company and such auditors nor has there been any event which has led the Company's current auditors to threaten to resign as auditors;
- (aaa) the Prospectuses will be prepared and filed in compliance with the Applicable Securities Laws of the Qualifying Jurisdictions, and, at the time of delivery of the Offered Securities to the Agents, the Final Prospectus will comply with the Applicable Securities Laws of the Qualifying Jurisdictions and the Company shall fulfill and comply with the necessary requirements of the Applicable Securities Laws of the Qualifying Jurisdictions in order to enable the Offered Securities to be lawfully distributed in the Qualifying Jurisdictions (through the Agents or any other investment dealers or brokers registered as such in the Qualifying Jurisdictions and acting in accordance with the terms of their registrations and the Applicable Securities Laws of the Qualifying Jurisdictions);
- (bbb) the Prospectuses, including any and all amendments thereto, contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the securities to be issued pursuant to the Offering and comply with Applicable Securities Laws of the Qualifying Jurisdictions;
- (ccc) the proceeds of the Offering will be used for the purposes and in the manner specified in the Offering Documents;
- (ddd) except as provided herein, there is no person, firm or corporation which has been engaged by the Company to act for the Company and which is entitled to any brokerage or finder's fee in connection with this Agreement or the transactions contemplated hereunder;
- (eee) none of the Company, the Subsidiary or any of their employees or agents have made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, United States, Finnish or provincial or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws, in a manner that would reasonably be expected to have a material adverse effect;
- (fff) the operations of the Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court of governmental authority or any arbitrator non-governmental authority involving the Company with respect to the Money Laundering Laws is to the best knowledge of the Company pending or threatened;
- (ggg) no material labour dispute with the employees of the Company or the Subsidiary currently exists or, to the knowledge of the Company or the Subsidiary, is imminent. Neither the Company nor the Subsidiary is a party to any collective bargaining

agreement and, to the knowledge of the Company, no action has been taken or is contemplated to organize any employees of the Company or the Subsidiary;

- (hhh) the form of the certificates representing the Shares, the Warrants, the Warrant Shares, the Broker Warrants and the Broker Warrant Shares have been duly approved by the Company and comply with the provisions of the *Business Corporations Act* (British Columbia);
- (iii) no filing with, or authorization, approval, consent, license, order, registration, qualification or decree of any court or governmental authority or agency in Canada is necessary or required for the performance by the Company of its obligations hereunder, in connection with the Offering in the Qualifying Jurisdictions, or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained, or as may be required, under Applicable Securities Laws;
- (jjj) all information and documentation concerning the Company and the Subsidiary (including but not limited to the Property Rights and the Material Contracts), the Offered Securities and the Offering, that has been provided to the Agents on their request by the Company in connection with this Agreement is accurate and complete in all material respects and not misleading and will not omit to state any fact or information which would be material to the Agents performing the services contemplated herein;
- (kkk) neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department (“OFAC”); and the Company will not knowingly, directly or indirectly, use the proceeds of the Offering, or knowingly lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any United States sanctions administered by OFAC; and
- (lll) the Company makes the representations, warranties and covenants applicable to it in Schedule “A” hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule “A” form part of this Agreement.

5.2 The representations and warranties of the Company contained in this Agreement shall be true at the Closing Time as though they were made at the Closing Time and they shall survive the completion of the transactions contemplated under this Agreement in accordance with section 13.6.

6. ADDITIONAL COVENANTS

6.1 The Company covenants and agrees with the Agents that it shall:

- (a) file with the Exchange all required documents and pay all required filing fees, and do all things required by the rules and policies of the Exchange, in order to obtain prior to the Closing Date the requisite acceptance or approval of the Exchange for:
 - (i) the Offering;

- (ii) the conditional listing of the Shares and the Warrants on the Exchange, subject only to Standard Listing Conditions, which the Company agrees to fully satisfy in a timely manner forthwith after the Closing; and
 - (iii) the conditional listing of, upon their issuance in accordance with the terms of the Warrant Indenture or the Broker Warrant Certificates, as applicable, the Warrant Shares and the Broker Warrant Shares subject only to Standard Listing Conditions, which the Company agrees to fully satisfy in a timely manner forthwith after the Closing;
- (b) with respect to the filing of the Prospectuses as contemplated herein, fulfill all legal requirements required to be fulfilled by the Company in connection therewith, in each case in form and substance satisfactory to the Agents as evidenced by the Agents' execution of the certificates attached thereto;
- (c) prior to the completion of the Offering, allow the Agents to review the Offering Documents and conduct all due diligence which the Agents may reasonably require in order to fulfill their statutory obligations as Agents and in order to enable them to execute, acting prudently and responsibly, the certificates required to be executed by the Agents in such documents, including, without limitation, all corporate and operating records, documentation with respect to Property Rights, technical information, financial information (including budgets), copies of the financial statements to be included in the Prospectuses and access to key officers of the Company;
- (d) during the period prior to the completion of the Offering, promptly notify the Agents in writing of:
 - (i) any material change (actual, contemplated or threatened) in the business, affairs, operations, assets or liabilities (contingent or otherwise) prospects, financial position or capital or ownership of the Company or proposed ownership of the Company (other than a change disclosed in the Prospectuses); and
 - (ii) any change which is of such a nature as to result in a misrepresentation in either of the Prospectuses or any amendment thereto; and any material fact that has arisen or been discovered and that would be required to have been disclosed in the Prospectuses or in Supplementary Material had that fact arisen or been discovered on or prior to the date of the Prospectuses or any Supplementary Material,

which change or fact is, or may be, of such a nature as to render the Prospectuses or any Supplementary Material misleading or untrue in any material respect or would result in any of such documents containing a misrepresentation, as defined under Applicable Securities Laws of the Qualifying Jurisdictions, or which would result in any of such documents not complying with any of the Applicable Securities Laws of the Qualifying Jurisdictions or which change would reasonably be expected to have a significant effect on the market price or value of the Offered Securities. The Company shall in good faith discuss with the Agents any change in circumstances (actual or proposed within the knowledge of the Company) which is of such a nature that there is reasonable doubt whether notice needs to be given to the Agents pursuant to this subsection and, in any event, prior to making any filing;

- (e) deliver to the Agents duly executed copies of any Supplementary Material required to be filed by the Company in accordance with subsection (d) above and, if any financial or accounting information is contained in any of the Supplementary Material, an additional Comfort Letter to that required by subsection (k)(i) below;
- (f) cause commercial copies of the Prospectuses, the U.S. Memorandum and Supplementary Material to be delivered to the Agents without charge, in such quantities as the Agents may reasonably request in Vancouver, Calgary or Toronto, as soon as possible after the filing of the Preliminary Prospectus, Final Prospectus or Supplementary Material, as the case may be, but in any event on or before noon (Vancouver time) on the second Business Day after obtaining the receipt therefor (provided the Agents have provided notice of the quantity and delivery instructions of the Preliminary Prospectus, Final Prospectus, or Supplementary Material to be printed prior to filing of such document), as applicable, and such delivery will constitute the Company's consent to the Agents' use of such documents in connection with the Offering;
- (g) by the act of having delivered each of the Prospectuses and any Supplementary Material to the Agents, have represented and warranted to the Agents that all material information and statements (except information and statements relating solely to the Agents and provided by the Agents to the Company in writing expressly for inclusion in the Prospectuses) contained in such documents, at the respective dates of initial delivery thereof, comply with the Applicable Securities Laws of the Qualifying Jurisdictions and are true and correct in all material respects, and that such documents, at such dates, contain no misrepresentation and together constitute full, true and plain disclosure of all material facts relating to the Company, the Offered Securities, the Over-Allotment Option, the Shares, the Warrants, the Warrant Shares, the Broker Warrants and the Broker Warrant Shares as required by the Applicable Securities Laws of the Qualifying Jurisdictions;
- (h) prior to the Closing Time, fulfill to the satisfaction of the Agents, acting reasonably, all legal requirements (including, without limitation, compliance with Applicable Securities Laws) to be fulfilled by the Company to enable the Offered Securities to be distributed free of trade restrictions in the Qualifying Jurisdictions;
- (i) maintain its status as a "reporting issuer" or the equivalent in each of the provinces of Canada, other than Quebec, for a period of two years from the Closing Date, other than in connection with a merger, amalgamation, arrangement, take-over bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Common Shares;
- (j) use its commercially reasonable efforts to maintain its listing of the Common Shares on the Exchange, the Toronto Stock Exchange, or other stock exchange acceptable to the Agents for a period of two years from the Closing Date, other than in connection with a merger, amalgamation, arrangement, take-over bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Common Shares;
- (k) deliver to the Agents and their legal counsel, as applicable:
 - (i) at the time of execution of the Final Prospectus by the Agents, a long form comfort letter (the "**Comfort Letter**") from the Company's auditors addressed

to the Agents and dated as of the date of the Final Prospectus and based on procedures performed within two Business Days of the Final Prospectus, in form and content acceptable to the Agents, acting reasonably, relating to the verification of the financial information and accounting data contained in the Final Prospectus and to such other matters as the Agents may reasonably require;

- (ii) at the Closing Time, such legal opinions (the “**Legal Opinions**”) of the Company’s legal counsel (excluding U.S. legal counsel), addressed to the Agents and their legal counsel and dated as of the Closing Date (or date of the Option Closing, as applicable), in form and content to be agreed upon the Agents and the Company, acting reasonably, relating to matters as the Agents may reasonably require;
- (iii) at the Closing Time, if any Units and/or Over-Allotment Units are being sold in the United States or to or for the benefit or account of U.S. Persons in accordance with Schedule “A” hereto, a legal opinion of U.S. counsel to the Company, addressed to the Agents and dated as of the Closing Date (or date of the Option Closing, as applicable), in form and content acceptable to the Agents, acting reasonably, to the effect that such offer and sale of the Units and/or Over-Allotment Units is not required to be registered under the U.S. Securities Act (the “**U.S. Legal Opinion**”);
- (iv) at the Closing Time, a certificate (the “**Officers’ Certificate**”) of the Company signed by its Chief Executive Officer and Chief Financial Officer, addressed to the Agents and their legal counsel and dated as of the Closing Date (or date of the Option Closing, as applicable), in form and content acceptable to the Agents, acting reasonably, certifying for and on behalf of the Company and not in their personal capacities that, to the actual knowledge of the persons signing such certificate, after having made due and relevant inquiry:
 - (A) the Company has complied with all covenants and satisfied all terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;
 - (B) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Company or prohibiting the sale of the Offered Securities or any of the Company’s issued securities has been issued and no proceeding for such purpose is pending or, to the knowledge of such officers, threatened;
 - (C) the Company is a “reporting issuer” or its equivalent under the securities laws of each the provinces of Canada, other than Quebec, and no material change relating to the Company has occurred since the date of this Agreement with respect to which the requisite material change report has not been filed and no such disclosure has been made on a confidential basis that remains subject to confidentiality; and
 - (D) all of the representations and warranties made by the Company in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby;

- (v) at the Closing Time, such legal opinions (the “**Title Opinions**”) of the Company’s local legal counsel, addressed to the Agents and their legal counsel, dated as of the Closing Date (or date of the Option Closing, as applicable), in the form and content acceptable to the Agents acting reasonably, with respect to the Jeesiö Property and the Mustajärvi Property;
- (vi) the Agents having received certificates dated the Closing Date (or date of the Option Closing, as applicable) signed by the Chief Executive Officer of the Company or another officer acceptable to the Agents, acting reasonably, in form and content satisfactory to the Agents, acting reasonably, with respect to the constating documents of the Company; the resolutions of the directors of the Company relevant to the Offering, including the allotment, issue (or reservation for issue) and sale of the Offered Securities, the grant of the Over-Allotment Option, the issuance of the Broker Warrants, the authorization of this Agreement, the listing of the Shares, Warrants, Warrant Shares and Broker Warrant Shares on the Exchange and transactions contemplated by this Agreement and the incumbency and signatures of signing officers of the Company;
- (vii) at the Closing Time, a certificate of status (or equivalent) for the Company and the Subsidiary dated within one Business Day (or such earlier or later date as the Agents may accept) of the Closing Date (or date of the Option Closing, as applicable);
- (viii) at the Closing Time, a certificate of the registrar and transfer agent of the Common Shares, which certifies the number of Common Shares issued and outstanding on the date prior to the Closing Date (or date of the Option Closing, as applicable);
- (ix) at the Closing Time, a Comfort Letter, dated the Closing Date (or date of the Option Closing, as applicable), in form and substance satisfactory to the Agents, acting reasonably, bringing forward to the date which is two Business Days prior to the Closing Date (or date of the Option Closing, as applicable), the information contained in the Comfort Letter; and
- (x) at the Closing Time, such other materials (the “**Closing Materials**”) as the Agents may reasonably require and as are customary in a transaction of this nature, and the Closing Materials will be addressed to the Agents and to such parties as may be reasonably directed by the Agents and will be dated as of the Closing Date or such other date as the Agents may reasonably require;
- (l) from and including the date of this Agreement through to and including the Closing Time, do all such acts and things necessary to ensure that all of the representations and warranties of the Company contained in this Agreement or any certificates or documents delivered by it pursuant to this Agreement remain materially true and correct and not do any such act or thing that would render any representation or warranty of the Company contained in this Agreement or any certificates or documents delivered by it pursuant to this Agreement materially untrue or incorrect and use its commercially reasonable efforts to cause all conditions in this Agreement to be satisfied;
- (m) during the period commencing on the date hereof and ending on the date which is 90 days after the Closing Date (the “**Lock-up Period**”), not to, without the prior written

consent of PI, which consent will not be unreasonably withheld or delayed, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any Common Shares or any securities convertible or exchangeable into Common Shares, other than pursuant to (i) the Offering; (ii) the exercise of the Over-Allotment Option; (iii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date; (iv) the issuance of Common Shares or securities convertible or exchangeable into Common Shares as part of the consideration payable to a vendor in connection with an acquisition by the Company of assets or an equity interest in a third party; or (v) the issuance of Common Shares upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date;

- (n) use its commercially reasonable efforts to cause each of its directors, officers and securityholders holding in excess of 10% of the outstanding Common Shares following completion of the Offering (in respect of any securities of the Company held directly or indirectly) to enter into lock-up agreements, in form and substance satisfactory to PI and executed and delivered prior to the Closing, providing that during the Lock-up Period, each such person will not offer or sell, agree to offer or sell, enter into an arrangement to offer or sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of any Common Shares or other securities of the Company, or securities convertible into, exchangeable for, or otherwise exercisable to acquire any securities of the Company in connection with financing transactions at any time unless: (i) they first obtain the written consent of PI, on behalf of the Agents, such consent not to be unreasonably withheld or delayed; or (ii) there occurs a take-over bid, change of control or similar transaction;
- (o) prior to the filing of the Final Prospectus, provide evidence satisfactory to the Agents of the conditional acceptance of the Exchange of the listing of the Common Shares on the Exchange and the listing and posting for trading on the Exchange of the Shares, the Warrants and any Warrant Shares or Broker Warrant Shares, subject only to satisfaction by the Company of customary post-closing conditions imposed by the Exchange and set out in the Exchange's conditional acceptance letter to the Company (the "**Standard Listing Conditions**");
- (p) advise the Agents, promptly after receiving notice, or obtaining knowledge thereof, of:
 - (i) the issuance by any Commission of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;
 - (ii) the suspension of the qualification for distribution of the Offered Securities or the Over-Allotment Option 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 Commission for amending or supplementing the Preliminary Prospectus or the Final Prospectus or any Supplementary Material 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;

- (q) not reproduce, disseminate, quote from or refer to the Offering or any written or oral opinions, advice, analysis and materials provided by the Agents to the Company in connection with the Offering in whole or in part at any time, in any manner or for any purpose, without PI's prior written consent in each specific instance, and the Company shall and shall cause its affiliates, officers, directors, shareholders, agents and advisors (including those shareholders who have an advisory relationship with the Company and the directors, officers, and employees of such shareholders) to keep confidential the opinions, advice, analysis and materials furnished to the Company by the Agents and their counsel in connection with the Offering;
- (r) promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Agents may reasonably require from time to time for the purpose of giving effect to this Agreement;
- (s) forthwith notify the Agents upon becoming aware of any breach of any covenant of this Agreement, the Warrant Indenture 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, the Warrant Indenture or any Ancillary Document is or has become untrue or inaccurate in any material respect;
- (t) ensure that any news release relating to the Offering and naming the Agents will include substantially the following legend: "NOT FOR DISTRIBUTION TO THE UNITED STATES NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES." All news releases relating to the Offering will include the following statement: *This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities. The securities described herein have not been and will not be registered under the United States Securities Act of 1933, as amended, or the securities laws of any state and may not be offered or sold within the United States or to or for the benefit or account of U.S. persons, absent such registration or an applicable exemption from such registration requirements.*"; and
- (u) use the net proceeds of the Offering substantially in the manner set out in the Final Prospectus under the heading "Use of Proceeds".

7. AGENTS' FEES AND EXPENSES

- 7.1 In consideration of the services to be rendered by the Agents to the Company under this Agreement, the Company agrees to pay to the Agents, at the time and in the manner specified in this Agreement, the Agents' Fee in an amount equal to 7.0% of the gross proceeds received by the Company from the issue and sale of the Offered Securities, except for any Offered Securities issued pursuant to the President's List, for which the Agents shall receive an amount equal to 2.0% of the gross proceeds so received by the Company.

- 7.2 As additional compensation, the Agents shall also be issued broker warrants (the “**Broker Warrants**”) in an amount equal to 7.0% of the aggregate number of Units issued under the Offering, except for any Units issued pursuant to the President’s List, for which the Agents shall receive an amount of Broker Warrants equal to 2.0% of the aggregate number of such Units. Each Broker Warrant will entitle the holder thereof to acquire one Common Share (each, a “**Broker Warrant Share**”, and collectively, the “**Broker Warrant Shares**”) at an exercise price of \$0.40, until 5:00 p.m. (Vancouver time) on the date that is 24 months following the closing of the Offering.
- 7.3 The Company shall also pay PI a corporate finance fee (the “**Corporate Finance Fee**”) consisting of:
- (a) in the event that the Offering is completed for aggregate gross proceeds between \$2,000,000 and \$2,999,999, \$25,000 in cash and 50,000 Units, plus any applicable taxes;
 - (b) in the event that the Offering is completed for aggregate gross proceeds between \$3,000,000 and \$3,999,999, \$40,000 in cash and 80,000 Units, plus any applicable taxes;
 - (c) in the event that the Offering is completed for aggregate gross proceeds between \$4,000,000 and \$4,999,999, \$50,000 in cash and 100,000 Units, plus any applicable taxes; and
 - (d) in the event that the Offering is completed for aggregate gross proceeds equal to or in excess of \$5,000,000, \$75,000 in cash and 150,000 Units, plus any applicable taxes;
- provided that the Corporate Finance Fee will be paid upon the closing of the Offering and any applicable taxes shall be paid in cash.
- 7.4 Whether or not the transactions herein contemplated shall be completed, the Company will pay all of its expenses and fees in connection with the Offering, including, without limitation:
- (a) all expenses of or incidental to the creation, issue, sale and distribution of the Units;
 - (b) the fees and expenses of the Company’s legal counsel; and
 - (c) all costs incurred in connection with the preparation of documentation relating to the Offering.
- 7.5 The Company agrees to reimburse PI for reasonable fees and disbursements of PI’s legal counsel up to a maximum of \$75,000 (exclusive of taxes and disbursements), and all reasonable “out-of-pocket” expenses of PI estimated at less than \$15,000. PI hereby agrees that the aggregate of all of its fees and expenses (including, without limitation, the fees and disbursement of legal counsel) shall not exceed \$90,000 without the prior written consent of the Company. In the event that such prior written approval is not obtained, the Company shall not be required to reimburse PI for any amount over \$90,000. PI, on behalf of the Agents, also covenants and agrees to keep the Company up to date in regards to the amount of any “out-of-pocket” expenses, and in any event to provide written updates of such expenses for each \$15,000 incurred by PI. All fees and expenses payable by the Company in accordance with this Agreement shall be payable whether or not the Offering is completed. At the option of PI, any

fees and expenses of PI shall be deducted from the gross proceeds otherwise payable to the Company at the closing of the Offering.

- 7.6 All fees, expenses and other payments under this Agreement shall be paid without giving effect to any withholding or deduction of any tax or similar governmental assessment. If the Company is required by law to deduct or withhold any amounts with respect to any such tax or assessment or if any such tax or assessment is required to be paid by the Agents or any of their affiliates as a result or arising out of this Agreement, the Company shall pay the Agents such additional amounts as shall be required so that the net amount received by the Agents from the Company after such deduction, withholding or payment shall equal the amounts otherwise payable to the Agents under this Agreement. If any Goods and Services Tax, Harmonized Sales Tax, and/or provincial sales taxes or other similar tax is payable with respect to the fees paid or payable to the Agents under this engagement, the Agents will add the amount of such tax to its invoice and the Company shall pay the Agents such tax.

8. CONDITIONS PRECEDENT

- 8.1 The following are conditions to the obligations of the Agents to complete the transactions contemplated in this Agreement, which conditions may be waived in writing in whole or in part by the Agents in their sole discretion:
- (a) all actions required to be taken by or on behalf of the Company, including without limitation the passing of all requisite resolutions of directors of the Company approving the transaction contemplated hereunder, will have been taken so as to approve the Prospectuses, to obtain the requisite approval of the Exchange to the listing of the Shares, Warrants, Warrant Shares and Broker Warrant Shares on the Exchange, the Offering and to validly offer, sell and distribute the Offered Securities;
 - (b) there shall be no requirement under applicable law and no requirement imposed on the Company by the Regulatory Authorities to obtain, nor shall the Company voluntarily seek, shareholder approval of the Offering or of the issuance of the Offered Securities;
 - (c) the Company will have made all necessary filings with and obtained all necessary approvals, consents and acceptances of the Regulatory Authorities for the Offering and the Prospectuses, including without limitation a receipt from the Commissions pursuant to NP 11-202 in respect of the Prospectuses, to permit the Company to complete its obligations hereunder;
 - (d) the Company will have, within the required time set out hereunder, delivered or caused the delivery of the required Comfort Letter, Legal Opinions, U.S. Legal Opinion, Officer's Certificate, the Title Opinion and the Closing Materials, in form and substance satisfactory to the Agents and their counsel, acting reasonably;
 - (e) no order ceasing or suspending trading in any securities of the Company, or ceasing or suspending trading by the directors, officers or promoters of the Company, or any one of them, or prohibiting the trade or distribution of any of the securities referred to herein will have been issued and no proceedings for such purpose, to the knowledge of the Company, will be pending or threatened;
 - (f) the Company will have received conditional listing acceptance from the Exchange with respect to the listing of the Shares and the Warrants and the listing of the Warrant Shares

and Broker Warrant Shares issuable upon exercise of any Warrants or Brokers Warrants (as the case may be) by the holders thereof;

- (g) as of the Closing Time, there shall be no reports or information that in accordance with the requirements of Regulatory Authorities must be made publicly available in connection with the sale of the Offered Securities that have not been made publicly available as required; no contracts, documents or other materials required to be filed with Regulatory Authorities in connection with the Prospectuses that have not been filed as required and delivered to the Agents; and no contracts, documents or other materials required to be described or referred to in the Prospectuses or the U.S. Memorandum that are not described or referred to as required and delivered to the Agents;
- (h) the Agents shall have received at the Closing Time a letter from the transfer agent of the Company dated the date of Closing and signed by an authorized officer of such transfer agent confirming the issued and outstanding capital of the Company;
- (i) the Agents not having exercised any rights of termination set forth in this Agreement;
- (j) the Agents having received at the Closing Time such further certificates, opinions of counsel and other documentation from the Company as the Agents or their counsel may reasonably require and as are customary in a transaction of this nature;
- (k) there shall not have occurred since December 31, 2017 and until the Closing Time, any adverse material change (actual, anticipated, contemplated or, to the knowledge of the Company, threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), prospects, financial position or capital of the Company;
- (l) the due diligence conducted by the Agents shall not have revealed any adverse material change or adverse material fact in respect of the Company not generally known to the public which should have been previously disclosed pursuant to Applicable Securities Laws, and the Agents being satisfied, acting reasonably, with the results of their due diligence investigation of the Company prior to the Closing Time;
- (m) the Company will have, as of the Closing Time, complied with all of its covenants and agreements contained in this Agreement and the Warrant Indenture; and
- (n) the representations and warranties of the Company contained in this Agreement will be materially true and correct as of the Closing Time as if such representations and warranties had been made as of the Closing Time.

9. CLOSING

- 9.1 The Company and the Agents shall cause the Closing to occur on or about December 12, 2018, but in any event will be no later than December 21, 2018, or such other date as may be agreed to in writing by the Company and the Agents (the “**Closing Date**”). The closing of the transactions contemplated under this Agreement (the “**Closing**”) shall be completed at the offices of Borden Ladner Gervais LLP, legal counsel to the Company.
- 9.2 Upon payment by the Agents to the Company in accordance with section 9.3, the Company shall issue and deliver to the Agents:

- (a) one or more global certificates (in physical or electronic form as PI may advise) representing the Unit Shares and the Warrants to be issued at Closing to Purchasers in the Qualifying Jurisdictions in the names and denominations reasonably requested by the Agents; provided that separate certificates representing the Shares and the Warrants shall be issued to or in respect of each Purchaser of Offered Securities in (i) the United States, or (ii) other jurisdictions or with respect to Offered Securities purchased for the benefit or account of a U.S. Person, if any, registered in the name of such person or its nominee or as otherwise directed by PI;
 - (b) one or more Broker Warrant Certificates registered as directed by PI; and
 - (c) such documents set forth in subsection 6.1(k).
- 9.3 If the Company has satisfied all of its obligations under this Agreement that are required to be satisfied before or at the Closing Time, or has had the satisfaction of such obligations waived by PI, with the exception of the Company's obligations under Section 9.2, on the Closing Date, the Agents shall pay to the Company by wire transfer the aggregate gross proceeds from the sale of the Offered Securities, less (i) the Agents' Fee, and (ii) if so desired by PI, any costs and expenses owing to the Agents pursuant to sections 7.3 and 7.5, and such payment shall evidence the satisfaction or waiver of all of the Company's obligations under this Agreement that are required to be satisfied or waived on or before the Closing Time.

10. OPTION CLOSING

- 10.1 In the event the Over-Allotment Option is exercised, at the Option Closing, subject to the terms and conditions contained in this Agreement and upon payment by the Agents to the Company in accordance with section 10.4, the Company shall issue and deliver to the Agents in such locations that PI advises the Company the Over-Allotment Shares and the Over-Allotment Warrants (in physical or electronic form as PI may advise in the notice) as well as any additional Broker Warrant Certificates to be issued in connection with the exercise of the Over-Allotment Option, all to be issued at the Option Closing in the names and denominations reasonably requested by the Agents.
- 10.2 The Option Closing shall occur not more than two Business Days after the date that the notice of exercise of the Over-Allotment Option has been given in accordance with the terms of the Over-Allotment Option.
- 10.3 At the Option Closing, the Company shall deliver to the Agents such documents set forth in subsection 6.1(k), as the Agents may request, other than Title Opinions pursuant to subsection 6.1(k)(v).
- 10.4 If the Company has satisfied all of its obligations under this Agreement, or has had the satisfaction of the same waived by PI, with the exception of the Company's obligations under Section 10.1, on the Option Closing Date, the Agents shall pay to the Company by wire transfer the gross proceeds of the sale of the Over-Allotment Units, less (i) the Agents' Fee, and (ii) if so desired by PI, any costs and expenses owing to the Agents pursuant to sections 7.3 and 7.5.
- 10.5 The Company and Agents agree that the Over-Allotment Option Closing Date may occur on the same date as the Closing Date, subject to the Company's prior receipt of the notice in accordance with the Over-Allotment Option.

11. INDEMNITY

- 11.1 The Company (the “**Indemnitor**”) hereby agrees to indemnify and hold each of the Agents, each of their subsidiaries and affiliates, and each of their directors, officers, employees and agents (hereinafter referred to as the “**Personnel**”) 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, 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 Agents and/or their Personnel may become subject or otherwise involved in any capacity under my 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 Indemnitor by the Agents and their Personnel 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 the Agents and/or their Personnel, provided that the Indemnitor has agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that:
- (a) the Agents and/or their Personnel have been grossly negligent or have committed wilful misconduct or any fraudulent act in the course of such performance or have materially breached this Agreement; and
 - (b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the actions referred to in (a).
- 11.2 Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Agents may incur as a result of any action or litigation that may be threatened or brought against the Agents.
- 11.3 If for any reason (other than the occurrence of any of the events itemized in (a) and (b) above), the foregoing indemnification is unavailable to the Agents or any Personnel or insufficient to hold the Agents or any Personnel harmless, then the Indemnitor shall contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agents or any Personnel on the other hand but also the relative fault of the Indemnitor and the Agents or any Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Agents or any Personnel 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 Agents hereunder.
- 11.4 The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Agents by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or shall investigate the Indemnitor and/or the Agents, and/or any Personnel of the Agents 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 Indemnitor by the Agents, the Agents shall have the right to employ its own counsel in connection therewith provided the Agents act reasonably in selecting such counsel (and provided that only one counsel shall be appointed to represent the Agents collectively), and the reasonable fees and expenses of such counsel as well as the

reasonable costs (including an amount to reimburse the Agents for time spent by the Agents' Personnel in connection therewith) and out-of-pocket expenses incurred by their Personnel in connection therewith shall be paid by the Indemnitor as they occur.

- 11.5 Promptly after receipt of notice of the commencement of any legal proceeding against the Agents or any Personnel of the Agents' 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 Indemnitor, the Agents will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by the Agents to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Agents and/or any Personnel, except and only to the extent that such failure or delay materially prejudices the defence of any legal proceeding or materially increases the liability of the Indemnitor thereunder. The Indemnitor shall on behalf of itself and the Agents and/or any Personnel, as applicable, be entitled to (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 Agents and/or any Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Agents and/or any Personnel, as applicable, and none of the Agents and/or any Personnel, as applicable, 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. The Agents and their Personnel shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided the Agents act reasonably in selecting such counsel, and provided that only one counsel shall be appointed to represent the Agents and their Personnel, collectively.
- 11.6 The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agents and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agents and any of the Personnel of the Agents. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement.

12. TERMINATION OF AGREEMENT

- 12.1 Except as otherwise provided herein, all terms and conditions set out herein shall be construed as conditions and any breach or failure by the Company to comply with any such conditions in favour of the Agents shall entitle any of the Agents to terminate in accordance with section 12.2 its obligations under this Agreement by written notice to that effect given to the Company prior to the Closing Time on the Closing Date or Option Closing (as applicable). It is understood each Agent may waive in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to its rights in respect of any subsequent breach or non-compliance, provided that to be binding on an Agent, any such waiver or extension must be in writing and signed by the Agent.
- 12.2 In addition to any other remedies which may be available to the Agents, each of the Agents shall have the right to terminate its obligations under this Agreement upon delivery of written notice to the Company at any time up to the Closing of the Offering:

- (a) if the Agents are not satisfied, in their sole discretion, with the results of the due diligence review and investigation of the Company, the Subsidiary and the directors, officers and employees thereof conducted by the Agents; or
 - (b) if, in the opinion of the Agents, a material change or a change in any material fact or a new material fact has arisen or there should be discovered any previously undisclosed material fact in respect of the Company which would be expected to have a significant adverse change or effect on the business, affairs, prospects or financial condition of the Company or on the market price or the value of the securities of the Company; or
 - (c) if any enquiry, action, suit, investigation or other proceeding, whether formal or informal, is commenced, announced or threatened or any order is made in relation to the Company or any one of its officers or directors or any of its principal shareholders by any regulatory authority, stock exchange or any other federal, provincial or other governmental body having jurisdiction or authority over the Company, any of its material assets or operations, officers or directors, or any of the Company's principal shareholders, which, in the opinion of the Agents, acting reasonably, operates or could operate to prevent or restrict materially the distribution or trading of the Shares; or
 - (d) if the state of the financial markets, whether national or international, is such that in the sole opinion of the Agents, acting reasonably, it would be impractical or unprofitable to offer or continue to offer for sale the Offered Securities; or
 - (e) if there should develop, occur or come into effect or existence any event, action, state, condition, or major occurrence of national or international consequence (including, without limitation, any accident, natural catastrophe, act of war, terrorism, public protest or similar event) or any governmental action, or change of any applicable law or regulation (or any judicial interpretation thereof) which, in the sole opinion of any Agent, seriously adversely affects or may seriously adversely affect the financial markets (including the commodity markets) or the business, affairs, prospects or financial condition of the Company or the market price or marketability of the securities of the Company; or
 - (f) any order to cease or suspend trading in any securities of the Company is made, threatened or announced by the Exchange or any other securities regulatory authority; or
 - (g) if the Company is in breach of any material term, condition or covenant of this Agreement or any representation or warranty given by the Company in this Agreement is or becomes false.
- 12.3 Neither the giving nor the failure to give notice under section 12.2 shall in any way affect the entitlement of the Agents to exercise their rights under section 12.2 at any time prior to or at the Closing Time on the Closing Date or the Option Closing Date (as the case may be).
- 12.4 The rights of termination contained in this section 12 are in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise.
- 12.5 If the obligations of an Agent are terminated under this Agreement pursuant to these termination rights, the Company's liabilities to the Agent shall be limited to the Company's obligations under subsection 6.1(p), section 7, section 11 and section 13.

13. GENERAL

- 13.1 Any notice to be given hereunder shall be in writing and may be given by facsimile or by hand delivery and shall, in the case of notice to the Company, be addressed and faxed or delivered to:

FireFox Gold Corp.
650-1021 West Hastings Street
Vancouver, BC V6E 0C3

Attention: Carl Löfberg
Email: **[email redacted]**

with a copy to:

Borden Ladner Gervais LLP
1900, 520 – 3rd Ave S W
Calgary, AB T2P 0R3

Attention: Melissa Smith
Email: **[email redacted]**

and in the case of the Agents, be addressed and faxed or delivered to each of:

PI Financial Corp.
1900 – 666 Burrard Street
Vancouver, BC V6C 3N1

Attention: Tim Graham
Email: **[email redacted]**

Canaccord Genuity Corp.
2200 – 609 Granville Street
Vancouver, BC V7Y 1H2

Attention: Trevor D'Sa
Email: **[email redacted]**

M Partners Inc.
1500 – 70 York Street, Box 3
Toronto, ON M5J 1S9

Attention: Steven Isenberg
Email: **[email redacted]**

with a copy to:

Cassels Brock & Blackwell LLP
2200-885 West Georgia Street
Vancouver, BC V6C 3E8

Attention: Jennifer Traub
Email: **[email redacted]**

The Company and the Agents may change their respective addresses for notice by notice given in the manner referred to above.

- 13.2 The forbearance or failure of one of the parties hereto to insist upon strict compliance by the other with any provision of this Agreement, whether continuing or not, shall not be construed as a waiver of any rights or privileges hereunder. No waiver of any right or privilege of a party arising from any default or failure hereunder of performance by the other shall affect such party's rights or privileges in the event of a further default or failure of performance.
- 13.3 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement.
- 13.4 This Agreement constitutes the entire agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein and this Agreement supersedes any previous agreements, arrangements or understandings among the parties.
- 13.5 The headings in this Agreement are for reference only and do not constitute terms of the Agreement.
- 13.6 Except as expressly provided for in this Agreement, all warranties, representations, covenants and agreements of the Company herein contained, or contained in, documents submitted or required to be submitted pursuant to this Agreement, shall survive the Closing of the Offering and shall continue in full force and effect, regardless of the closing of the sale of the Units and any Over-Allotment Units and regardless of any investigation which may be carried on by the Agents, or on their behalf, until the latest date under applicable Acts and Regulations that a holder of the Offered Securities may be entitled to commence an action or exercise a right of rescission with respect to a misrepresentation contained in the Prospectuses. For greater certainty, the provisions contained in this Agreement in any way related to the indemnification or the contribution obligations, including those provided for in section 11, shall survive and continue in full force and effect, subject only to the applicable limitation period prescribed by law.
- 13.7 PI is hereby authorized by each of the other Agents to act on its behalf and the Company shall be entitled to and shall act on any notice given hereunder by PI or agreement entered into by or on behalf of the Agents by PI, which represents and warrants that it has irrevocable authority to bind the Agents, except in respect of any consent to a settlement pursuant to section 11, which consent shall be given by the Indemnified Party, a notice of termination pursuant to section 12, which notice may be given by any of the Agents exercising such right, or any waiver pursuant to section 12.1, which waiver must be signed by all the Agents. PI shall, where practicable, consult with the other Agents concerning any matter in respect of which they act as representative of the Agents.
- 13.8 The Company hereby acknowledges that the Agents are acting solely as Agents in connection with the sale of the Offered Securities contemplated hereby. The Company further acknowledges that the Agents are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Agents act or be responsible as a fiduciary to the Company, its management, shareholders or creditors or any other person in connection with any activity that the Agents may undertake or have undertaken in furtherance of such sale of the Offered Securities, either before or after the date hereof. The Agents hereby expressly disclaim any fiduciary or similar obligations to

the Company, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Company hereby confirms its understanding and agreement to that effect. The Company and the Agents agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Agents to the Company regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Common Shares, do not constitute advice or recommendations to the Company. The Company and the Agents agree that the Agents are acting as principal and not the agent or fiduciary of the Company and no Agent has assumed, and no Agent will assume, any advisory responsibility in favour of the Company with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Agent has advised or is currently advising the Company on other matters). The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Agents with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Company in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

- 13.9 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by the parties directly affected by such alteration, amendment, modification or interpretation.
- 13.10 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing Date, reasonably require in order to carry out the full intent and meaning of this Agreement.
- 13.11 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.
- 13.12 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the Canadian federal laws applicable therein.
- 13.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.
- 13.14 The parties may sign this Agreement as many counterparts as may be deemed necessary and may be delivered by facsimile, all of which so signed and delivered shall be deemed to be an original and together shall constitute one and the same instrument.
- 13.15 The Agents hereby acknowledge that they have consented that this Agreement and all documents evidencing or relating in any way to the sale be drawn up in the English language only. Nous reconnaissons par les présentes avoir consenti que tous les documents faisant foi ou se rapportant de quelque manière à notre achat soient rédigés en anglais seulement.

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If the foregoing is in accordance with your understanding and agreed to by you, please signify your acceptance on the accompanying counterparts of this letter and return same to the Agents whereupon this letter as so accepted shall constitute an agreement between the Company and the Agents enforceable in accordance with its terms.

Yours truly,

PI FINANCIAL CORP.

By: (Signed) Dan Barnholden

Name: Dan Barnholden

Title: Managing Director & Co-Head of Investment Banking

CANACCORD GENUITY CORP.

By: (Signed) Earle McMaster

Name: Earle McMaster

Title: Director, Investment Banking

M PARTNERS INC.

By: (Signed) Steven Isenberg

Name: Steven Isenberg

Title: Chief Executive Officer

The foregoing is accepted and agreed to on December 6, 2018, effective as of the date appearing on the first page of this Agreement.

FIREFOX GOLD CORP.

By: (Signed) Carl Löfberg

Name: Carl Löfberg

Title: Chief Executive Officer

SCHEDULE "A"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule "A" to the Agency Agreement dated as of December 6, 2018 between FireFox Gold Corp., and PI Financial Corp., Canaccord Genuity Corp. and M Partners Inc.

As used in this Schedule **Error! Reference source not found.** and Annex 1 to this Schedule "A", capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agency Agreement to which this Schedule **Error! Reference source not found.** is annexed and the following terms shall have the meanings indicated:

"affiliate" means an "affiliate" as that term is defined in Rule 405 under the U.S. Securities Act.

"Directed Selling Efforts" means "directed selling efforts" as that term is defined in Regulation S.

"Foreign Issuer" means "foreign issuer" as that term is defined in Regulation S.

"Offshore Transaction" means "offshore transaction" as that term is defined in Regulation S.

"Qualified Institutional Buyer" means "qualified institutional buyer" as that term is defined in Rule 144A.

"Rule 144A" means Rule 144A under the U.S. Securities Act.

"Substantial U.S. Market Interest" means "substantial U.S. market interest" as that term is defined in Regulation S.

"U.S. Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations made thereunder.

"U.S. Placee" means a U.S. Person on whose account or for whose benefit the Offered Securities are offered or sold, or a person to whom the Offered Securities are offered or sold in the United States.

"U.S. Purchaser" means a Purchaser that is a U.S. Placee.

A. Representations, Warranties and Covenants of the Agents

Each of the Agents (on its own behalf and on behalf of its U.S. Affiliate) acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Agent (on its own behalf and on behalf of its U.S. Affiliate) severally and not jointly represents, warrants, covenants and agrees to and with the Company with respect to their distribution of Offered Securities in the United States that:

1. Neither the Agent nor its U.S. Affiliate has offered or sold nor will any of them offer or sell any Offered Securities except (a) in an Offshore Transaction in accordance with Rule 903 of Regulation S or (b) in the United States as provided in this Schedule **Error! Reference source not found.** Accordingly, none of the Agents, the U.S. Affiliates or any of their respective affiliates or any persons acting on their behalf (including any Selling Firms) has engaged or will engage in any Directed Selling Efforts in the United States with respect to the Offered Securities.

2. Neither the Agent nor its U.S. Affiliate has entered nor will any of them enter into any contractual arrangement with respect to the offer, sale or any distribution of the Offered Securities, except with the prior written consent of the Company.
3. All offers and sales of Offered Securities in the United States have been and will be made through an Agent's U.S. Affiliate which in each case is and at all relevant times was and will be a broker-dealer registered pursuant to Section 15(b) of the U.S. Exchange Act and in good standing with the Financial Industry Regulatory Authority, Inc., and otherwise in compliance with all applicable U.S. broker-dealer requirements (including those of self-regulatory authorities) and securities laws, and all such offers and sales of Offered Securities have been and will be made only in states of the United States where such U.S. Affiliate is registered or otherwise exempt from registration.
4. In connection with offers and sales of Offered Securities in the United States, no form of General Solicitation or General Advertising has been or will be used. Neither the Agent, its U.S. Affiliate, their respective affiliates nor any persons acting on their behalf (including any Selling Firms) have engaged or will engage in any conduct 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 Securities in the United States.
5. Any offer or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States was or will be made only to Qualified Institutional Buyers or U.S. Accredited Investors with whom, in each case, such Agent, its U.S. Affiliate or the Company has a pre-existing relationship prior to such offer or solicitation and a reasonable basis for believing them to be a Qualified Institutional Buyer or U.S. Accredited Investor.
6. The Agent, through its U.S. Affiliate, shall inform all U.S. Placees that the Offered Securities have not been and will not be registered under the U.S. Securities Act and the Offered Securities are being offered and sold to such persons in reliance on Rule 144A or Rule 506(b) of Regulation D and similar exemptions under applicable state securities laws. The Agents acknowledge that Rule 144A is a resale exemption and, accordingly, any Offered Securities sold to Qualified Institutional Buyers pursuant to Rule 144A will be sold by the Company to the Agents, as principal, and then resold by the Agents to the Qualified Institutional Buyers, with the U.S. Placement Agent acting as the Agent's selling agent for purposes of the Rule 144A resale transaction.
7. Each offeree in the United States has been or will be provided with a copy of one or both of the Preliminary U.S. Placement Memorandum or the Final U.S. Placement Memorandum, and no other written material has been or will be used in connection with the offer or sale of the Offered Securities in the United States. Each person in the United States purchasing Offered Securities and each purchaser of Offered Securities who was offered Offered Securities in the United States will be, prior to the sale of Offered Securities to such persons, required to execute a Qualified Institutional Buyer Letter in the form of Exhibit "A" attached to the U.S. Memorandum or an Accredited Investor Letter in the form of Exhibit "B" attached to the U.S. Memorandum. Prior to any offer or sale of Offered Securities to each offeree in the United States, such Agent and its U.S. Affiliate each had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer or a U.S. Accredited Investor, and at the Closing shall continue to have reasonable grounds to believe and shall continue to believe that each person in the United States purchasing Offered Securities and each purchaser of Offered Securities who was offered Offered Securities in the United States is a Qualified Institutional Buyer or a U.S. Accredited Investor.

8. All offers and sales of Offered Securities made outside the United States by the Agent, its U.S. Affiliate, their respective affiliates or any persons acting on their behalf (including any Selling Firms) have been and will be made in Offshore Transactions.
9. If the Agents authorize any Selling Firm to offer and sell Offered Securities in the United States through a U.S. Affiliate, the Agents will cause each such Selling Firm to acknowledge in writing, for the benefit of the Company, its agreement to be bound by the provisions of this Schedule **Error! Reference source not found.** in connection with all offers and sales of the Offered Securities in the United States. Each Agent will cause its U.S. Affiliate to comply, and will use its best efforts to ensure compliance by the Selling Firms, with the provisions of this Schedule **Error! Reference source not found.** as though such parties were directly party hereto.
10. Offers to sell and solicitations of offers to buy the Offered Securities in the United States have been and will be made pursuant to and in accordance with exemptions from the registration or qualification requirements of all applicable state securities laws.
11. Neither the Agent nor its U.S. Affiliate, nor any person acting on its or 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 or sale of the Offered Securities.
12. It acknowledges that until 40 days after the closing of the offering of the Offered Securities, an offer or sale of the Offered Securities within the United States by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirement of the U.S. Securities Act.
13. At least one Business Day prior to the Closing, the Agent and its U.S. Affiliate will provide the Company with (a) a list of all U.S. Purchasers, (b) all executed Qualified Institutional Buyer Letters in the form attached as Exhibit "A" to the U.S. Memorandum, and (c) all executed Accredited Investor Letters in the form attached as Exhibit "B" to the U.S. Memorandum.
14. At the Closing, the Agent and its U.S. Affiliate will provide a certificate, substantially in the form of Annex 1 attached hereto, relating to the manner of the offer and sale of the Offered Securities in the United States, or such persons will be deemed to have represented to the Company that they did not offer or sell any Offered Securities in the United States.
15. None of the Affiliate, the U.S. Affiliate or any director, executive officer, general partner, managing member or other officer of the Affiliate or the U.S. Affiliate participating in the Offering, nor any of its other officers or employees that have been or will be paid (directly or indirectly) remuneration for solicitation of U.S. Placees in connection with the sale of any Offered Securities pursuant to Rule 506 of Regulation D under the U.S. Securities Act (each, an "**Agent Covered Person**" and, collectively, the "**Agent Covered Persons**") is subject to any Disqualification Event, except for a Disqualification Event (i) covered by Rule 506(d)(2) under Regulation D of the U.S. Securities Act and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof or, in the case of a Disqualification Event occurring after the date hereof, prior to the Closing Date.

B. Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants to the Agents and the U.S. Affiliates that:

1. The Company is, and as of the Closing Time will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Securities.
2. Except with respect to offers and sales in accordance with this Schedule “A” to (i) Qualified Institutional Buyers in reliance upon the exemption from registration provided by Rule 144A, or (ii) U.S. Accredited Investors in reliance on the exemption from registration provided by under Rule 506(b) of Regulation D, neither the Company nor any of its affiliates, nor any person acting on its or their behalf (other than the Agents, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made), has made or will make any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a U.S. Placee.
3. None of the Company, any of its affiliates or any person acting on its or their behalf (other than the Agents, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2).
4. Any offers and sales of Offered Securities made outside the United States by the Company, any of its affiliates or any person acting on its or their behalf (other than the Agents, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made), have been and will be made in Offshore Transactions.
5. None of the Company, its affiliates, or any person acting on its or their behalf (other than the Agents, their affiliates (including, without limitation, the U.S. Affiliates), Selling Firms and any person acting on their behalf, as to which no representation, warranty, covenant or agreement is made), has made or will make any Directed Selling Efforts in the United States with respect to the Offered Securities.
6. The Company has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning six months prior to the start of the Offering of the Offered Securities and ending six months after the completion of the Offering of Offered Securities, any of its securities in the United States in a manner that would be integrated with and would cause the exemption from registration provided by Rule 144A, the exemption from registration provided by Rule 506(b) of Regulation D, or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable with respect to offers and sales of the Offered Securities pursuant to this Schedule “A”.
7. None of the Company, its affiliates, or any person acting on its or their behalf, has taken or will take any action that would cause the exemptions from the registration requirements of the U.S. Securities Act afforded by Rule 506(b) of Regulation D or Rule 144A, or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable for offers and sales of the Offered Securities pursuant to the Agency Agreement to which this Schedule “A” is annexed.
8. For so long as any of the Offered Securities that have been sold in the United States or to or for the account or benefit of U.S. Persons in reliance upon Rule 144A are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and not eligible for resale pursuant to Rule 144(b)(1) under the U.S. Securities Act, at any time when the Company is neither subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the

U.S. Exchange Act, nor exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Company will provide any holder or prospective purchaser of Offered Securities, upon request, with the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act, for so long as the provision of such information is required to permit resales of the Offered Securities pursuant to Rule 144A.

9. The Offered Securities are not, and as of the Closing will not be, and no securities of the same class as the Offered Securities 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 a “U.S. automated inter-dealer quotation system”, as such term is used for purposes of Rule 144A; or (iii) convertible or exchangeable into, or exercisable for, securities so listed or quoted at an effective conversion or exercise premium (calculated as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than ten percent for securities so listed or quoted.
10. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf (other than the Agents, their affiliates (including, without limitation, the U.S. Affiliates), any Selling Firm and any person acting on their behalf, as to which the Company makes no representation, warranty, covenant or agreement) 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 or sale of the Offered Securities.
11. The Company is not, and following the application of the proceeds of the sale of the Offered Securities in the manner described in the Final Prospectus will not be, registered or required to be registered as an investment company under the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.
12. The Company will, within the prescribed time periods, 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 Securities.
13. None of the Company or any of its predecessors or affiliates have been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for a failure to comply with Rule 503 of Regulation D.
14. None of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, 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, nor 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 Shares (each an “**Issuer Covered Person**” and, collectively, the “**Issuer Covered Persons**”) is subject to any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a “**Disqualification Event**”). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied with its disclosure obligations under Rule 506(e) of Regulation D, if applicable, and has furnished to the Agents and each U.S. Purchaser a copy of any disclosures required thereunder.

Annex 1

AGENT'S CERTIFICATE

This is Annex 1 to Schedule "A" to the Agency Agreement dated as of December 6, 2018 between FireFox Gold Corp. and PI Financial Corp., Canaccord Genuity Corp. and M Partners Inc. (the "Agency Agreement").

*Capitalized terms used but not defined in this certificate have the meanings given to them in the Agency Agreement (including Schedule **Error! Reference source not found.** thereto).*

Pursuant to Section A.14. of Schedule "A" to the Agency Agreement, the undersigned Agent and its U.S. Affiliate hereby certify as follows:

1. All offers of Offered Securities in the United States were made only through the U.S. Affiliate;
2. The U.S. Affiliate is a duly registered broker or dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the laws of each applicable state of the United States (unless exempted from the respective state's broker-dealer registration requirements), and was and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date hereof and on the date of each offer and sale made by it in the United States, and all offers and sales of Offered Securities in the United States have been effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;
3. Each U.S. Placee was provided with a copy of the U.S. Memorandum, and no other written material was used in connection with the offer or sale of the Offered Securities in the United States;
4. Immediately prior to our transmitting the Preliminary U.S. Placement Memorandum or the Final U.S. Placement Memorandum to U.S. Placees, we had reasonable grounds to believe and did believe that each U.S. Placee was a Qualified Institutional Buyer or a U.S. Accredited Investor, and, on the date hereof, we continue to believe that each U.S. Placee purchasing Offered Securities is a Qualified Institutional Buyer or U.S. Accredited Investor;
5. We obtained from each U.S. Purchaser an executed Qualified Institutional Buyer Letter in the form of Exhibit "A" to the U.S. Memorandum or an executed Accredited Investor Letter in the form of Exhibit "B" to the U.S. Memorandum, and we have delivered copies of the same to the Company;
6. No form of General Solicitation or General Advertising was used by us in connection with the offer of the Offered Securities in the United States and no Directed Selling Efforts have been made by us in the United States; and
7. All offers of the Offered Securities in the United States have been conducted by us in accordance with the terms of the Agency Agreement, including Schedule **Error! Reference source not found.** thereto.

Dated this ____ day of _____, 2018.

[AGENT]

[U.S. AFFILIATE]

Authorized Signing Officer

Authorized Signing Officer