Execution Version

UNDERWRITING AGREEMENT

November 4, 2021

Organto Foods Inc.
1090 Hamilton Street
Vancouver, BC V6B 2R9

Attention: Steve Bromley, President and Co-CEO

Dear Sirs/Mesdames:

Beacon Securities Limited ("**Beacon**") and PI Financial Corp. ("**PI**" and together with Beacon, the "**Co-Lead Underwriters**"), as co-lead underwriters and bookrunners, and Clarus Securities Inc. and Stifel Nicolaus Canada Inc. (each an "**Underwriter**" and collectively with the Co-Lead Underwriters, the "**Underwriters**") hereby severally, and not jointly or jointly and severally, offer to purchase from Organto Foods Inc. (the "**Corporation**"), in the respective percentages set forth in Section 20 hereof, and the Corporation hereby agrees to issue and sell to the Underwriters, upon and subject to the terms hereof, an aggregate of 7,000 unsecured convertible debentures (each, a "**Debenture**" and, collectively, the "**Debentures**") at a price of $1,000 per Debenture (the "**Offering Price**") for aggregate gross proceeds to the Corporation of $7,000,000.

The Debentures will bear interest at an annual rate of 8.0% payable annually, not in advance, on November 30th in each year commencing on November 30, 2022. The interest on the Debentures will be computed on the basis of a 360-day year composed of twelve 30-day months. The November 30, 2022 interest payment will represent accrued interest for the period from the Closing Date (as hereinafter defined) to November 30, 2022. The maturity date (the "**Maturity Date**") for the Debentures will be the date which is 60 months from the Closing Date. Each Debenture will be convertible into freely tradable common shares in the capital of the Corporation (each, a "**Debenture Share**" and, collectively, the "**Debenture Shares**") at the option of the holder at any time prior to the close of business on the earlier of the business day immediately preceding: (i) the Maturity Date, and (ii) the date specified by the Corporation for redemption of the Debentures (as hereinafter defined) at a conversion price equal to $0.50 (the "**Conversion Price**"). The Debentures will be duly and validly created and issued pursuant to, and governed by, a trust indenture (the "**Debenture Indenture**") to be entered into between Computershare Investor Services Inc. (the "**Trustee**"), in its capacity as trustee thereunder, and the Corporation to be dated as of the Closing Date in a form mutually acceptable to the Corporation and the Underwriters, each acting reasonably. To the extent there is any inconsistency between the description of the terms of the Debentures contained in this Agreement and the Debenture Indenture, the terms set forth in the Debenture Indenture will govern.

Upon a Change of Control of the Corporation, holders of the Debentures will have the right to require the Corporation to repurchase their Debentures, in whole or in part, on the date that is 30 days following the giving of notice of the Change of Control, at a price equal to 101% of the principal amount of the Debentures then outstanding plus accrued and unpaid interest thereon (the "**Purchase Price**"). If 90% or more of the principal amount of the Debentures outstanding on the date of the notice of the Change of Control have been tendered for redemption, the Corporation will have the right to redeem all of the remaining Debentures at the Purchase Price.

At any time after November 30, 2023, the Corporation may force the conversion of the principal amount of the then outstanding Debentures at the Conversion Price on not more than 60 days' and not less than 30 days' notice should the daily volume weighted average trading price of the Common Shares (as hereinafter defined) listed and posted for trading on the TSXV be greater than 125% of the Conversion Price for the 20 consecutive trading days of the Common Shares on the TSXV preceding such notice.

The Debentures shall not redeemable prior to November 30, 2023, except upon the satisfaction of certain conditions after a Change of Control has occurred. On and after November 30, 2023 and prior to November 30, 2026, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued and unpaid interest, if any, up to but excluding the date of redemption, provided that the daily volume weighted average trading price of the Common Shares listed and posted for trading on the TSXV on the date on which notice of redemption is given is at least 125% of the Conversion Price. The Corporation shall provide not more than 60 days nor less than 30 days prior notice of any redemption.

Upon and subject to the terms and conditions contained herein, and as more particularly described in Section 16, the Corporation hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase severally, and not jointly or jointly and severally, in the respective percentages set forth in Section 20 hereof, up to an additional 15% of the Debentures sold pursuant to the Offering (being 1,050 additional Debentures) at the Offering Price, solely for the purposes of covering over-allotments and for market stabilization purposes (the "**Additional Debentures**"). Unless the context requires otherwise, all references to "Debentures" in this Agreement include both Debentures and any Additional Debentures acquired by the Underwriters pursuant to any exercise of the Over-Allotment Option.

The Debentures (and, as the context requires, the Debenture Shares) and the Additional Debentures (and, as the context requires, the Debenture Shares underlying the Additional Debentures) are collectively referred to herein as the "**Offered Securities**" and the offering of the Offered Securities by the Corporation is hereinafter referred to as the "**Offering**".

The Offering shall take place in each of the Qualifying Jurisdictions (as defined herein).

The undersigned understand that the Corporation has prepared and filed with each of the Canadian securities regulatory authorities (the "**Canadian Securities Commissions**") in each of the provinces and territories of Canada (the "**Qualifying Jurisdictions**") a (i) preliminary short form base shelf prospectus dated June 14, 2021 (together with the documents incorporated by reference therein, the "**Preliminary Base Shelf Prospectus**"), and (ii) final short form base shelf prospectus dated July 5, 2021 (together with the documents incorporated by reference therein and any supplements or amendments thereto, the "**Final Base Shelf Prospectus**"), in respect of up to $50,000,000 aggregate offering price of common shares, debt securities, convertible securities, warrants and subscription receipts of the Corporation, omitting the Shelf Information (as defined herein) in accordance with the Shelf Procedures (as defined herein) and that the Corporation has received a Prospectus Receipt (as defined herein) for the Preliminary Base Shelf Prospectus on June 15, 2021 and for the Final Base Shelf Prospectus on July 6, 2021.

The Corporation has recently filed a preliminary prospectus supplement with the Canadian Securities Commissions in the Qualifying Jurisdictions, in accordance with the Shelf Procedures in respect of the Offering. In addition, the undersigned also understand that the Corporation will prepare and file on the date hereof, with the Canadian Securities Commissions in the Qualifying Jurisdictions, in accordance with the Shelf Procedures, a (final) prospectus supplement setting forth the Shelf Information (including any Documents Incorporated by Reference therein and any supplements or amendments thereto, the "**Prospectus Supplement**", and, together with the Final Base Shelf Prospectus, the "**Prospectus**") in order to qualify for distribution to the public the Offered Securities in all of the provinces and territories of Canada (the "**Qualifying**

Jurisdictions") through the Underwriters or any other investment dealer or broker registered to transact such business in the applicable Qualifying Jurisdictions contracting with the Underwriters.

The information, if any, included in the Prospectus Supplement that is omitted from the Final Base Shelf Prospectus for which a Prospectus Receipt has been obtained, but that is deemed under the Shelf Procedures to be incorporated by reference into the Final Base Shelf Prospectus as of the date of the Prospectus Supplement, is referred to herein as the "**Shelf Information**".

Any reference herein to any "amendment" or "supplement" to the Final Base Shelf Prospectus or the Prospectus Supplement shall be deemed to refer to and include (i) the filing of any document with the Canadian Securities Commissions after the date of the Final Base Shelf Prospectus or the Prospectus Supplement, as the case may be, which is incorporated therein by reference or is otherwise deemed to be a part thereof or included therein by the Canadian Securities Laws (as defined herein), as applicable, and (ii) any such document so filed.

In consideration of the Underwriters' services to be rendered in connection with the Offering, including distributing the Offered Securities, directly and through other investment dealers and brokers, the Corporation agrees to (i) pay the Underwriting Fee (as defined herein), and (ii) issue the Compensation Options (as defined herein), to the Underwriters at the Closing Time (as defined herein) and, if applicable, the Over-Allotment Closing Time (as defined herein).

The Underwriters understand that the Corporation is proposing to complete a non-brokered private placement offering of Common Shares in the aggregate amount of $5,975,000 million concurrently with the Closing of the Offering (the "**Concurrent Private Placement**").

This Agreement shall be subject to the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

1.1 As used in this Agreement, the following terms have the respective meanings set forth below:

> "**Additional Debentures**" has the meaning given to it in the third paragraph of this Agreement;
>
> "**affiliate**", "**controlled**", "**distribution**", "**material change**", "**material fact**" and "**misrepresentation**" have the respective meanings given to them in the *Securities Act* (Ontario), except where otherwise specified in this Agreement;
>
> "**Agreement**" means the agreement resulting from the acceptance by the Corporation of the offer made by the Underwriters hereby;
>
> "**Anti-Money Laundering Laws**" has the meaning given thereto in Section 7(eee) hereof;
>
> "**Applicable Laws**" means, in relation to any person or persons, the Securities Laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guidance document, of any Governmental Authority that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority, having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

“**Assets and Properties**” with respect to any person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such person;

“**Beacon**” has the meaning given to it in the first paragraph of this Agreement;

“**Business**” means the business currently carried on by the Corporation and its Subsidiaries as described in the Prospectus;

“**Business Day**” means any day, other than a Saturday or Sunday, on which banks are open for business in Toronto, Ontario;

“**Canadian Securities Commissions**” has the meaning given to it in the ninth paragraph of this Agreement;

“**Canadian Securities Laws**” means all securities laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws together with applicable published national, multilateral and local policy statements, instruments, notices, blanket orders and rulings of the securities regulatory authorities in the Qualifying Jurisdictions;

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

“**Change of Control**” means the acquisition of voting control or direction over more than 50% of the then issued and outstanding voting shares of the Corporation, by any person or group of persons acting jointly or in concert, and, for greater certainty, excludes an acquisition, merger, reorganization, amalgamation, arrangement, combination or other similar transaction involving the Corporation if immediately after the closing of such transaction no person, or group of persons acting jointly or in concert, holds voting control or direction over more than 50% of the outstanding voting securities of the Corporation or the successor entity resulting from such transaction;

“**Claims**” has the meaning given thereto in Section 9.2 hereof;

“**Closing Date**” has the meaning given thereto in Section 14.1 hereof;

“**Closing Time**” has the meaning given thereto in Section 14.1 hereof;

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

“**Conversion Price**” has the meaning given to it in the second paragraph of this Agreement;

“**Compensation Share**” has the meaning given thereto in Section 11 hereof;

“**Compensation Option Certificates**” means the certificates representing the Compensation Options held by the Underwriters, which certificates contain shall govern the terms and conditions of the Compensation Options;

“**Compensation Options**” has the meaning given thereto in Section 11 hereof;

“**Computershare**” means Computershare Investor Services Inc.;

“**Corporation**” means Organto Foods Inc.;

“**Debenture Indenture**” has the meaning given to it in the second paragraph of this Agreement;

“**Debenture Share**” has the meaning given to it in the second paragraph of this Agreement;

“**Debentures**” has the meaning given to it in the first paragraph of this Agreement;

“**Defaulting Underwriter**” has the meaning given thereto in Section 20.2 hereof;

“**Documents Incorporated by Reference**” means all interim and annual financial statements, management’s discussion and analysis, business acquisition reports, management information circulars, annual information forms, material change reports, Marketing Documents and other documents that are or are required by Canadian Securities Laws to be incorporated by reference into the Offering Documents, as applicable;

“**Employee Plans**” has the meaning given thereto in Section 7(ccc) hereof;

“**Environmental Laws**” means all applicable laws currently in existence in Canada (whether federal, provincial or municipal) relating in whole or in part to the protection and preservation of the environment, occupational health and safety, product safety, product liability or hazardous substances, including the *Environmental Protection Act* (Ontario) and the *Canadian Environmental Protection Act* (Canada);

“**Financial Statements**” means the audited consolidated annual financial statements of the Corporation for the years ended December 31, 2020 and 2019 and the condensed interim consolidated financial statements for the six months ended June 30, 2021;

“**Final Base Shelf Prospectus**” has the meaning given to it in the eighth paragraph of this Agreement;

“**Governmental Authority**” means and includes, without limitation, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**Hazardous Materials**” means chemicals, fluids, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products;

“**Health Care Laws**” has the meaning given thereto in Section 7(dddd) hereof;

“**IFRS**” the international financial reporting standards which are accounting standards issued by the IFRS Foundation and the International Accounting Standards Board;

“**Indemnified Party**” and “**Indemnified Parties**” each has the meaning given thereto in Section 9.1 hereof;

“**Intellectual Property**” means: (i) any trademarks, trade names, business names, brand names, service marks, computer software, computer programs, copyrights, including any performing, author or moral rights, designs, inventions, patents, franchises, formulas, processes, know-how, technology, and related goodwill; (ii) any applications, registrations, issued patents, continuations in part, divisional applications or analogous rights or licence rights therefor; and (iii) all other intellectual or industrial property used by the Corporation with respect to the Business;

"**Leased Premises**" has the meaning given thereto in Section 7(m) hereof;

"**Marketing Documents**" means the term sheet dated November 3, 2021 relating to the Offering;

"**marketing materials**" has the meaning given to that term in NI 41-101;

"**Material Adverse Effect**" when used herein means (i) any change (including a decision to implement such a change made by the board of directors or by senior management of the Corporation who believe that confirmation of the decision of the board of directors is probable), event, circumstance or effect that is materially adverse to the business, assets (including intangible assets), capitalization, condition (financial or otherwise), or results of operations of the Corporation and its Subsidiaries, taken as a whole, whether or not in the ordinary course of business; or (ii) any fact, event, or change that would result in any of the Offering Documents containing a misrepresentation;

"**Material Subsidiaries**" means Organto Europe BV and Fresh Organic Choice, B.V. and "**Material Subsidiary**" means either one of them;

"**Maturity Date**" has the meaning given to it in the second paragraph of this Agreement;

"**NI 41-101**" means National Instrument 44-101 – *General Prospectus Requirements*;

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

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

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

"**Offered Securities**" has the meaning given to it in the fourth paragraph of this Agreement;

"**Offering**" has the meaning given to it in the fourth paragraph of this Agreement;

"**Offering Documents**" means each of the Final Base Shelf Prospectus, the Prospectus Supplement, any Prospectus Amendment, including the Documents Incorporated by Reference and any Marketing Documents;

"**Offering Price**" has the meaning given to it in the first paragraph of this Agreement;

"**Over-Allotment Closing Date**" has the meaning given thereto in Section 16.1 hereof;

"**Over-Allotment Closing Time**" has the meaning given thereto in Section 16.2 hereof;

"**Over-Allotment Option**" has the meaning given to it in the third paragraph of this Agreement;

"**PI**" has the meaning given to it in the first paragraph of this Agreement;

"**Purchase Price**" has the meaning given to it in the third paragraph of this Agreement;

"**Preliminary Base Shelf Prospectus**" has the meaning given to it in the tenth paragraph of this Agreement;

“**Prospectus**” has the meaning given to it in the tenth paragraph of this Agreement;

“**Prospectus Amendment**” means any amendment to the Prospectus;

“**Prospectus Receipt**” means the receipt issued by the British Columbia Securities Commission and the Ontario Securities Commission, which is deemed to also be a receipt of the other Canadian Securities Commissions in the Qualifying Jurisdictions pursuant to Multilateral Instrument 11-102 – *Passport System and National Policy* 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*, for the Preliminary Base Shelf Prospectus, the Final Base Shelf Prospectus and any Prospectus Amendment, as the case may be;

“**Prospectus Supplement**” has the meaning given to it in the tenth paragraph of this Agreement;

“**Purchasers**” means, collectively, each of the purchasers of the Offered Securities arranged by the Underwriters pursuant to the Offering;

“**Qualifying Jurisdictions**” has the meaning given to it in the tenth paragraph of this Agreement;

“**Regulation S**” means Regulation S adopted by the United States Securities and Exchange Commission under the U.S. Securities Act;

“**RSU**” means the restricted share units of the Corporation;

“**Sanctions**” has the meaning given thereto in Section 7(eee) hereof;

“**Securities Laws**” means the Canadian Securities Laws;

“**Selling Firm**” has the meaning given thereto in Section 2.1 hereof;

“**Shelf Information**” has the meaning given to it in the tenth paragraph of this Agreement;

“**Shelf Procedures**” means NI 44-101 and NI 44-102;

“**Subsidiaries**” means the subsidiaries of the Corporation, being Organto Europe BV, Fresh Organic Choice, B.V., Organto Foods BV, Organto USA, Inc., 1184866 BC Ltd., 1067001 BC Ltd, Organto Guatemala SA, Organto Argentina SA and Organto de Mexico SA;

“**subsidiary**” has the meaning given to that term in National Instrument 45-106 – *Prospectus Exemptions*;

“**Supplementary Material**” means, collectively, any amendment to the Offering Documents and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under Canadian Securities Laws relating to the Offering and/or the distribution of the Offered Securities;

“**template version**” has the meaning ascribed to such term in NI 41-101 and includes any revised template version of marketing materials as contemplated by NI 41-101;

“**Transaction Documents**” means, collectively, this Agreement, the Debenture Indenture, and the Compensation Option Certificates;

“**Trustee**” has the meaning given to it in the second paragraph of this Agreement;

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

"**Underwriters**" has the meaning given to it in the first paragraph of this Agreement;

"**Underwriting Fee**" has the meaning given thereto in Section 11 hereof;

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

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

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

1.2 Any reference in this Agreement to a Section or Subsection shall refer to a section or subsection of this Agreement.

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

1.4 Any reference in this Agreement to "$" or to "dollars" shall refer to the lawful currency of Canada, unless otherwise specified.

1.5 The following are the schedules to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" – Form of Lock-Up Agreement

Schedule "B" – Compliance with United States Securities Laws

2. DISTRIBUTION OF THE OFFERED SECURITIES

2.1 Subject to prior approval by the Corporation, each Underwriter shall be permitted to (a) appoint additional investment dealers or brokers (each, a "**Selling Firm**") as its agents in the Offering and (b) determine the remuneration payable to such Selling Firm. Such remuneration shall be payable by the Underwriters from the Underwriting Fee. The Underwriters may offer the Offered Securities, directly and through Selling Firms or any duly registered affiliate of an Underwriter, in the Qualifying Jurisdictions, for sale to the public only in accordance with Canadian Securities Laws and in any jurisdiction outside of Canada agreed to by the Corporation (subject to Section 6 hereof) to purchasers permitted to purchase the Offered Securities only in accordance with Canadian Securities Laws and applicable securities laws in such jurisdiction, and upon the terms and conditions set forth in the Offering Documents and in this Agreement. Each Underwriter shall require any Selling Firm appointed by such Underwriter to agree to the foregoing and to comply with the terms of this Agreement as applicable to the Underwriters. Such Underwriter(s) shall be severally responsible for the compliance by such Selling Firm with the provisions of this Agreement.

2.2 For purposes of this Section 2, the Underwriters shall be entitled to assume that the Offered Securities are qualified for distribution in any Qualifying Jurisdiction where a Prospectus Receipt shall have been obtained following the filing of the Final Base Shelf Prospectus, unless otherwise notified in writing by the Corporation.

2.3 The Co-Lead Underwriters shall promptly notify the Corporation when, in their opinion, the distribution of the Offered Securities has ceased and will provide to the Corporation, as soon as practicable thereafter, a breakdown of the 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 Canadian Securities Commissions.

2.4 The Corporation acknowledges that the Underwriters may offer the Debentures for sale to the public at a price less than the Offering Price after the Underwriters have made reasonable efforts to sell the Debentures at the Offering Price, but for greater certainty, any sales of Debentures at a price less than the Offering Price by the Underwriters shall not decrease the net proceeds payable to the Corporation for the Debentures.

2.5 The Underwriters shall not, in connection with the services provided hereunder, make any representations or warranties with respect to the Corporation or its securities, other than as set forth in the Offering Documents.

2.6 Notwithstanding the foregoing provisions of this Section 2, no Underwriter will be liable to the Corporation under this Section 2 to this Agreement with respect to a default by another Underwriter or another Underwriter's duly registered broker-dealer affiliate, as the case may be.

2.7 The Underwriters acknowledge that the Corporation is not taking any steps to qualify the Offered Securities for distribution or register the Offered Securities or the distribution thereof with any securities regulatory authority outside of the Qualifying Jurisdictions.

2.8 The Corporation and the Underwriters hereby acknowledge that the Offered Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered or sold to, or for the account or benefit of, persons in the United States. All offers and sales under this Agreement shall be made in compliance with Schedule "B" hereto, which shall form a part of this Agreement.

2.9 Any press release announcing or otherwise concerning the Offering shall include an appropriate notation as follows: "NOT FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES".

In addition, any such press release shall contain substantially the following disclaimer: "The securities offered have not been and will not be registered under the U.S. Securities Act, or any state securities laws, and may not be offered or sold to, or for the account or benefit of, persons in the United States absent registration under the U.S. Securities Act and all applicable state securities laws, or compliance with an exemption from such registration requirements. This press release shall not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful."

3. FILING OF PROSPECTUSES; MARKETING MATERIALS; DUE DILIGENCE

3.1 During the period of the distribution of the Offered Securities, the Corporation shall cooperate in all respects with the Underwriters to allow and assist the Underwriters to participate fully in the preparation of, and allow the Underwriters to approve (acting reasonably) the form and content of, the Offering Documents (other than Documents Incorporated by Reference filed prior to the date hereof) and shall allow the Underwriters to conduct all "due diligence" investigations which the Underwriters may reasonably require to fulfil the Underwriters' obligations under Canadian Securities Laws as underwriters and, in the case of the Prospectus Supplement and any Prospectus Amendment, to enable the Underwriters responsibly to execute any certificate required to be executed by the Underwriters.

3.2 Without limiting the generality of Section 3.1 above, during the distribution of the Offered Securities:

(a) the Corporation shall prepare, in consultation with the Co-Lead Underwriters, and shall approve in writing, prior to the time that any such marketing materials are provided to potential Purchasers, a template version of any marketing materials reasonably requested to be provided by the Underwriters to any such potential Purchasers, and such marketing materials shall comply with Canadian Securities Laws and shall be acceptable in form and substance to the Underwriters and their counsel, acting reasonably;

(b) the Co-Lead Underwriters shall, on behalf of the Underwriters, approve a template version of any such marketing materials in writing prior to the time that such marketing materials are provided to potential Purchasers;

(c) the Corporation shall file a template version of any such marketing materials on SEDAR as soon as reasonably practicable after such marketing materials are so approved in writing by the Corporation and the Co-Lead Underwriters and, in any event, on or before the day the marketing materials are first provided to any potential Purchaser, and any comparables shall be removed from the template version in accordance with NI 44-101 prior to filing such on SEDAR (provided that if any such comparables are removed, the Corporation shall deliver a complete template version of any such marketing materials to the British Columbia Securities Commission), and the Corporation shall provide a copy of such filed template version to the Underwriters as soon as practicable following such filing; and

(d) following the approvals and filings set forth in Section 3.2(a) to (c) above, the Underwriters may provide a limited use version of such marketing materials to potential Purchasers in accordance with Canadian Securities Laws.

3.3 The Corporation and each Underwriter, on a several basis, covenants and agrees not to provide any potential Purchaser with any marketing materials except for marketing materials which have been approved as contemplated in Section 3.2.

4. MATERIAL CHANGES

4.1 During the period from the date of this Agreement to the completion of the distribution of the Offered Securities, the Corporation covenants and agrees with the Underwriters that it shall promptly notify the Underwriters in writing of:

(a) any material change (actual, anticipated, contemplated or threatened) in or relating to the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or ownership of the Corporation and its Material Subsidiaries, taken as a whole;

(b) any material fact which has arisen or been discovered and would have been required to have been stated in any of the Offering Documents had the fact arisen or been discovered on or prior to the date of such document; or

(c) any change in any material fact (which for purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Offering Documents, as they exist immediately prior to such change, which fact or change is, or may reasonably be expected to be, of such a nature as to render any statement in such Offering Documents, as they exist taken together in their entirety immediately prior to such change, misleading or untrue in any material respect or which would result in the Offering Documents, as they exist immediately prior to such change, containing a misrepresentation or which would result in the Offering Documents, as they exist immediately prior to such change, not complying with the laws of any Qualifying Jurisdiction in which the Offered Securities are to be offered for sale or which change would reasonably be expected to have a significant effect on the market price or value of any securities of the Corporation.

4.2 The Underwriters agree, and will require each Selling Firm to agree, to cease the distribution of the Offered Securities upon the Underwriter receiving written notification of any change or material fact with respect to any Offering Document contemplated by this Section 4 and to not recommence the distribution of the Offered Securities until Supplementary Materials disclosing such change are filed in the applicable Qualifying Jurisdictions.

4.3 The Corporation shall promptly comply with all applicable filing and other requirements under Canadian Securities Laws whether as a result of such change, material fact or otherwise; provided that the Corporation shall not file any Supplementary Material or other document without first providing the Underwriters with a copy of such Supplementary Material or other document and consulting with the Underwriters with respect to the form and content thereof.

4.4 If, during the distribution of the Offered Securities, there is any change in any Canadian Securities Laws, which results in a requirement to file a Prospectus Amendment, the Corporation shall, subject to Section 4.3 above, make any such filing under Canadian Securities Laws as soon as possible.

4.5 The Corporation shall in good faith discuss with the Underwriters any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt whether written notice need be given under this Section 4.

5. DELIVERIES TO THE UNDERWRITERS

5.1 The Corporation shall deliver or cause to be delivered to the Underwriters, forthwith:

(a) copies of the Prospectus Supplement and Final Base Shelf Prospectus duly signed by the Corporation where required by the laws of all of the Qualifying Jurisdictions and any Marketing Documents; and

(b) copies of any Prospectus Amendment required to be filed under Section 4 hereof duly signed as required by the laws of all of the Qualifying Jurisdictions.

5.2 The Corporation shall as soon as practicable cause to be delivered to the Underwriters in such cities in the Qualifying Jurisdictions as they may reasonably request, without charge, such numbers of commercial copies of the Prospectus Supplement, Final Base Shelf Prospectus and any Marketing Documents, excluding in each case the Documents Incorporated by Reference, as the Underwriters shall reasonably require. The Corporation shall similarly cause to be delivered to the Underwriters commercial copies of any Prospectus Amendment, excluding the Documents Incorporated by Reference. The Corporation agrees that such deliveries shall be effected as soon as possible and, in any event, in all cities with respect to the Prospectus Supplement, any

Marketing Documents and any Prospectus Amendment by 9:00 a.m. (Toronto time) on the second Business Day following filing of the Prospectus Supplement or Prospectus Amendment, as the case may be, provided that the Underwriters have given the Corporation written instructions as to the number of copies required and the places to which such copies are to be delivered not less than 24 hours prior to the time requested for delivery. Such delivery shall also confirm that the Corporation consents to the use by the Underwriters and Selling Firms of the Offering Documents in connection with the distribution of the Offered Securities in compliance with the provisions of this Agreement.

5.3 By the act of having delivered the Offering Documents to the Underwriters, the Corporation shall have represented and warranted to the Underwriters that all information and statements (except information and statements relating solely to the Underwriters and provided by them in writing solely for inclusion therein) contained in such documents, at the respective dates of initial delivery thereof, comply with Canadian Securities Laws and are true and correct in all material respects, and that such documents, at such dates, contain no misrepresentation or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and constitute full, true and plain disclosure of all material facts relating to the Offered Securities as required by Canadian Securities Laws.

5.4 The Corporation shall also deliver or cause to be delivered to the Underwriters, concurrently with the filing of the Prospectus Supplement with the Canadian Securities Commissions, "long form" comfort letters of Dale, Matheson, Carr-Hilton, LaBonte LLP, the Corporation's current auditors in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Corporation, with respect to certain financial and accounting information relating to the Corporation and affiliates contained in the Offering Documents, which letter shall be in addition to the auditors' report incorporated by reference in the Prospectus Supplement.

5.5 On or prior to the Closing Time, the Corporation shall deliver or cause to be delivered to each of the Underwriters a copy of the letter from the TSXV advising the Corporation that conditional approval of the listing of the Debenture Shares and the Compensation Shares has been granted by the TSXV, subject to the satisfaction by the Corporation of the conditions set out therein.

6. REGULATORY APPROVALS

The Corporation will make all necessary filings, use its best efforts to obtain all necessary consents and approvals (if any) and pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement. The Corporation will use its best efforts to qualify the Offered Securities for offering and sale under the Canadian Securities Laws of the Qualifying Jurisdictions and maintain such qualifications in effect for so long as required for the distribution of the Offered Securities; provided, however, that (i) the Corporation shall not be obligated to make any material filing, file any prospectus, registration statement or similar document, consent to service of process, or qualify as a foreign corporation or as a dealer in securities in any of such other jurisdictions, or subject itself to taxation in respect of doing business in any of such other jurisdictions in which it is not otherwise so subject, or become subject to any additional periodic reporting or continuous disclosure obligations in such other jurisdictions, and (ii) the Underwriters and the Selling Firms shall comply with the applicable laws in any such designated jurisdiction in making offers and sales of Offered Securities therein.

7. REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

The Corporation represents and warrants to each of the Underwriters and acknowledges that the Underwriters are relying on such representations and warranties in entering into this Agreement. The representations and warranties of the Corporation contained in this Agreement shall be true as of the date hereof, the Closing Time and Over-Allotment Closing Time, if applicable.

(a) The Corporation and each of the Subsidiaries is a corporation duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be, and has all requisite corporate power and authority and is duly qualified and holds all necessary material permits, licences and authorizations necessary or required to carry on its Business as now conducted and proposed to be conducted and to own, lease or operate its properties and assets, and, to the knowledge of the Corporation, no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up.

(b) Except for the Subsidiaries and as disclosed in the Prospectus, the Corporation has no direct or indirect subsidiary nor any investment or proposed investment in any person which in either case is or could be material to the Business and affairs of the Corporation or which otherwise is required to be disclosed in the Prospectus.

(c) The Corporation has all requisite corporate power, authority and capacity to enter into this Agreement and the other Transaction Documents and to perform its obligations and consummate the transactions contemplated herein and therein.

(d) All actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of its directors, (i) have occurred so as to duly, punctually and faithfully perform all the obligations to be performed by it under this Agreement (except as contemplated in (ii) and (iii) below); (ii) prior to the time of filing the Prospectus Supplement, will have occurred so as to validly authorize the execution, filing and delivery of the Prospectus Supplement; and (iii) at or prior to the Closing Time, will have occurred so as to validly authorize and issue the Offered Securities as contemplated by this Agreement.

(e) Neither the Corporation nor any of the Subsidiaries is (i) in violation of its constating documents or (ii) in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound, except in the case of clause (ii) for any such violations or defaults that would not result in a Material Adverse Effect.

(f) To the knowledge of the Corporation, no counterparty to any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Corporation or any of the Subsidiaries is a party is in default in the performance or observance thereof, except where such violation or default in performance would not have a Material Adverse Effect.

(g) The Corporation owns all of the issued and outstanding shares of each of the Subsidiaries free and clear of all encumbrances, claims or demands whatsoever and no person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from any person (other than the Corporation) of any interest in any of the shares in the capital of any of the Subsidiaries. All of the issued and outstanding shares of the Subsidiaries are outstanding as fully paid and non-assessable shares.

(h) The Corporation and each of the Subsidiaries has conducted and is conducting its Business in material compliance with all applicable Laws and regulations of each jurisdiction in which it carries on Business, and the Corporation and each of the Subsidiaries holds all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its Business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, neither the Corporation nor any of the Subsidiaries has received a written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits.

(i) The Corporation is in compliance in all material respects with all of the rules, policies and requirements of the TSXV and the Common Shares are currently listed on the TSXV, the OTCQB market, and the Frankfurt Stock Exchange, and on no other stock exchanges.

(j) The Corporation and each of the Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material Assets and Properties, and no other assets or property are necessary for the conduct of Business. Any and all of the agreements and other documents pursuant to which the Corporation and each of the Subsidiaries holds the Assets and Properties thereof, including any interest in, or right to earn an interest in, any Intellectual Property are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and such Assets and Properties are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licences and other agreements pursuant to which the Corporation or any of the Subsidiaries derives the interests thereof in such property are in good standing. The Corporation does not have any knowledge of any claim or the basis for any claim that might or could materially and adversely affect the right of the Corporation or any of the Subsidiaries to use, transfer or otherwise exploit its respective assets, none of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation or any of the Subsidiaries is subject to any right of first refusal or purchase acquisition right, and neither the Corporation nor any of the Subsidiaries has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof.

(k) No legal or governmental proceedings or inquiries are pending to which the Corporation or any of the Subsidiaries are a party or to which the property thereof is subject that would result in the revocation or modification of any certificate, authority, permit or licence necessary to conduct the Business which, if the subject of an unfavourable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect on the Corporation and, to the knowledge of the Corporation, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Corporation or any of the Subsidiaries or with respect to the properties or assets thereof.

(l) No order ceasing or suspending trading in the securities of the Corporation or prohibiting the sale of securities by the Corporation has been issued by an exchange or securities regulatory authority, and no proceedings for this purpose have been instituted, or are, to the Corporation's knowledge, pending, contemplated or threatened.

(m) With respect to each premises of the Corporation or its Subsidiaries which is material to the Corporation and its Subsidiaries and which the Corporation or its Subsidiaries occupies as tenant (the "**Leased Premises**"), the Corporation or the subsidiary, as applicable, occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation and/or such Subsidiary occupies the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by the Corporation, will not afford any of the parties to such leases the right to terminate such leases or result in any additional or more onerous obligations under such leases. The Corporation has provided the Underwriters with true and complete copies of all leases in respect of the Leased Premises.

(n) There are no actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the best of the Corporation's knowledge, pending or threatened against or affecting the Corporation or any of the Subsidiaries, or the directors, officers or employees thereof, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of the Corporation's knowledge, there is no basis therefor and neither the Corporation nor, to the Corporation's knowledge, any of the Subsidiaries is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may have a Material Adverse Effect on the Corporation or that would materially adversely affect the ability of the Corporation to perform its obligations under this Agreement and the other Transaction Documents.

(o) At the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under Canadian Securities Laws necessary for the execution and delivery of this Agreement and the other Transaction Documents and the creation, issuance and sale, as applicable, of the Offered Securities and Compensation Options and the consummation of the transactions contemplated hereby and thereby will have been made or obtained, as applicable (other than the filing of reports required under applicable Canadian Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the Closing Date and, in any event, within such deadline imposed by applicable Canadian Securities Laws).

(p) As of the date hereof, the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which 258,821,591 Common Shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Corporation.

(q) The terms and the number of options and warrants to purchase Common Shares and RSUs granted by the Corporation, convertible debentures issued by the Corporation, and restricted share units exercisable into Common Shares granted by the Corporation currently outstanding conform to the description thereof contained in the Prospectus and, other than as set forth in the Prospectus and as contemplated by this Agreement, and options granted to directors, officers, employees and consultants of the Corporation to purchase Common Shares and outstanding warrants to purchase Common Shares and RSUs as described in the Prospectus, no person, firm or corporation has any agreement or option, right or privilege (contractual or otherwise) capable of becoming an agreement (including convertible or exchangeable securities and warrants) for the purchase or acquisition from the Corporation of any interest in any unissued Common Shares or other unissued securities of the Corporation.

(r) The Offered Securities have been duly and validly authorized and, when issued and delivered in accordance with this Agreement, will be duly and validly issued, fully paid and non-assessable, will have been issued and sold to purchasers in the Qualifying Jurisdictions in compliance with all Canadian Securities Laws and other applicable Canadian Securities Laws and will not have been issued in violation of or subject to any pre-emptive or similar rights that entitles any person to acquire any securities from the Corporation, other than as disclosed in the Prospectus. The Common Shares and the Offered Securities will conform to the descriptions thereof contained in the Prospectus Supplement. Except as disclosed in the Prospectus, the Corporation has no outstanding warrants, options to purchase, or any pre-emptive rights or other rights to subscribe for or to purchase, or any contracts or commitments to issue or sell, any security of the Corporation. No holder of any security of the Corporation has any rights to require the Corporation to qualify such security for distribution under Canadian Securities Laws in connection with the offer and sale of the Offered Securities contemplated by this Agreement, and any such rights so disclosed have either been fully complied with by the Corporation or effectively waived by the holders thereof.

(s) The maximum number of Debenture Shares issuable upon due conversion of the Debentures and the maximum number of Compensation Shares issuable upon due exercise of the Compensation Options have been duly authorized and reserved for issuance upon due conversion of such Debentures and due exercise of such Compensation Options, and when duly converted or exercised, as applicable, paid for and so issued, will be validly issued, fully paid and non-assessable and will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation.

(t) On the Closing Date, the Compensation Option Certificates will be duly authorized and, when executed and delivered on behalf of the Corporation, will constitute a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and general principles of equity and subject to qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that rights of indemnity, contribution and waiver of contribution may be limited under applicable Law.

(u) The execution and delivery of this Agreement and the Compensation Option Certificates and the fulfillment of the terms of this Agreement by the Corporation and the issue, sale and delivery, as applicable, of the Offered Securities and the Compensation Options on the Closing Date, (i) do not require the consent, approval, or authorization, order or agreement of, or registration or qualification with, any Governmental Authority or other person, except (A) such as have been obtained, or (B) such as may be required under Canadian Securities Laws and will be obtained by the Closing Date; and (ii) do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach or default under, and do not and will not conflict with: (x) any of the terms, conditions or provisions of the by-laws, constating documents or resolutions of the shareholders or directors (or any committee thereof) of the Corporation or any Subsidiary; (y) any licence, permit, approval, consent, certificate, registration or authorization (whether governmental, regulatory or otherwise) issued to the Corporation or any Subsidiary or any agreement, mortgage, deed of trust, indenture, lease, document or instrument to which the Corporation or any Subsidiary is a party or by which it is contractually bound or by which any of the properties or assets thereof is bound, except for breaches, defaults, conflicts or violations which would not have a Material Adverse Effect; or (z) any statute, regulation or rule applicable to the Corporation or any Subsidiary, or any judgment, order or decree of any Governmental Authority having jurisdiction over the Corporation or any Subsidiary.

(v) At the Closing Time, each of this Agreement and the other Transaction Documents shall have been duly authorized and executed by the Corporation and upon such execution and delivery each shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Laws.

(w) No authorization, approval, consent, licence, permit, order or filing of, or with any Governmental Authority or court, domestic or foreign, (other than those which have already been obtained or will be obtained prior to the Closing Date and except for post-closing filings to be made with TSXV and post-closing distribution reports to be filed and other post-closing filings to be made with certain securities regulatory authorities) is required for the valid sale and delivery of the Offered Securities or for the execution and delivery or performance of this Agreement by the Corporation.

(x) Since December 31, 2020, (i) there has been no material adverse change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation and its Subsidiaries taken as a whole as of the date hereof that has not been generally disclosed, and (ii) no material transactions have been entered into by the Corporation or the Subsidiaries other than in the ordinary course of business, except as disclosed in the Prospectus.

(y) All of the issued shares of capital stock of each Subsidiary are validly authorized, issued and outstanding, are fully paid and non-assessable and are owned directly or indirectly by the Corporation in accordance with the percentages disclosed in the Prospectus, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, except in each case as disclosed in the Prospectus, and no person 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 issue of any of the unissued shares or other securities of any of the Subsidiaries or for the purchase or acquisition of any of the outstanding shares or other securities of any of the Subsidiaries, except in each case as disclosed in the Prospectus.

(z) Each of the execution and delivery of this Agreement and the other Transaction Documents, the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Offered Securities hereunder and the consummation of the transactions contemplated in this Agreement, including the issuance and delivery of the Offered Securities and the Compensation Options to the Underwriters, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both): (i) any statute, rule or regulation applicable to the Corporation or any of the Subsidiaries including, without limitation, the Canadian Securities Laws; (ii) the constating documents, by-laws or resolutions of the Corporation which are in effect at the date hereof; (iii) any mortgage, note, indenture, contract, agreement to which the Corporation or any of the Subsidiaries is a party or by which it is bound; or (iv) any judgment, decree or order binding the Corporation or the property or assets of the Corporation or any of the Subsidiaries.

(aa) The Corporation has no securities outstanding that are convertible into or exchangeable or exercisable for shares of the Corporation and there are no outstanding options on or rights to subscribe for any unissued shares, except as disclosed in the Prospectus.

(bb) Computershare, at its principal office in the City of Toronto, Ontario, is the duly appointed registrar and transfer agent of the Corporation with respect to the Common Shares.

(cc) At or prior to the Closing Time, Computershare, at its principal office in the City of Toronto, Ontario, will have been duly appointed as the Trustee with respect to the Debentures.

(dd) The Corporation has not filed any confidential material change report with a Canadian Securities Commissions, the TSXV or any other self-regulatory authority which remains confidential. The Corporation is qualified to file the Prospectus Supplement as a supplement to the Final Base Shelf Prospectus in accordance with the requirements of NI 44-101 and NI 44-102.

(ee) The issued and outstanding Common Shares are listed and posted for trading on the TSXV, and all necessary notices and filings have been made with, and all necessary consents, approvals and authorizations have been obtained by the Corporation from, the TSXV to ensure that the Debenture Shares and the Compensation Shares will be listed and posted for trading on the TSXV as of the Closing Time. Subject to receiving the conditional approval from the TSXV, no consent or authorization of any relevant Governmental Authority is required in connection with the issuance and sale of the Offered Securities or the consummation by the Corporation of the transactions contemplated by this Agreement.

(ff) No securities commission or any similar regulatory authority in any jurisdiction has issued any order which is currently outstanding preventing or suspending trading in any securities of the Corporation and no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened.

(gg) The consolidated financial statements of the Corporation included in the Prospectus, together with the related notes, present fairly the consolidated financial position of the Corporation and its Subsidiaries at the dates indicated and the consolidated results of operation and the consolidated changes in financial position of the Corporation and its Subsidiaries for the periods specified; and such consolidated financial statements, together with the related notes, have been prepared in accordance with IFRS, consistently applied throughout the periods involved, except as approved by such accountants or as disclosed therein. No other financial statements are required to be included in the Prospectus under Canadian Securities Laws. The other financial information included or incorporated by reference in the Prospectus that is derived from such financial statements present fairly the information included therein and have been prepared on a basis consistent with that of such financial statements.

(hh) The Corporation and its Subsidiaries maintain a system of internal accounting and other controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accounting for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(ii) There are no off-balance sheet transactions, arrangements, obligations or liabilities of the Corporation or its Subsidiaries whether direct, indirect, absolute, contingent or otherwise.

(jj) There has been no change in accounting policies or practices of the Corporation or its Subsidiaries since December 31, 2020, other than as disclosed in the Financial Statements.

(kk) Since December 31, 2020, there has been no change in the Corporation's internal control over financial reporting that has materially affected or would reasonably be expected to materially affect, the Corporation's internal control over financial reporting.

(ll) The Corporation maintains "disclosure controls and procedures" (as that term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) that comply with the requirements of Canadian Securities Laws; such disclosure controls and procedures have been designed to ensure that material information relating to the Corporation and its Subsidiaries is made known to the Corporation's chief executive officer and chief financial officer by others within those entities; and such disclosure controls and procedures are effective.

(mm) The auditor that audited the consolidated financial statements of the Corporation for the year ended December 31, 2020 and who provided its audit report thereon is an independent public accountant as required under Canadian Securities Laws and there has not been a "reportable event" (as that term is defined in NI 51-102) with the auditor.

(nn) The financial information included in the Prospectus presents fairly in all material respects the consolidated financial position and condition of the Corporation, as at the dates thereof and the results of its operations and changes in cash flows for the periods then ended.

(oo) The responsibilities and composition of the Corporation's audit committee comply with National Instrument 52-110 – *Audit Committees*.

(pp) None of the directors, officers, employees or consultants of the Corporation or the Subsidiaries or to the knowledge of the Corporation, any person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction (other than in connection with the Offering) or any proposed transaction (including, without limitation, any loan made to or by any such person) with the Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation or the Subsidiaries.

(qq) The Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation or any of the Subsidiaries, or which will affect voting control of the Corporation upon completion of the Offering.

(rr) Except in respect of the January 2021 acquisition of Fresh Organic Choice BV, and as otherwise disclosed in the Prospectus, the Corporation has not otherwise completed any "significant acquisition" or "significant disposition", nor are there any "probable acquisitions" (as such terms are used in NI 44-101 and Form 44-101F1) that, would require the filing of a business acquisition report or the inclusion of any additional financial statements or pro forma financial statements in the Prospectus pursuant to the Canadian Securities Laws of the Qualifying Jurisdictions.

(ss) Neither the Corporation nor any of the Subsidiaries is (i) in violation of its constating documents or (ii) in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound, except in the case of clause (ii) for any such violations or defaults that would not result in a Material Adverse Effect.

(tt) All material agreements with third parties in connection with the Business have been entered into and are being performed by the Corporation, the Subsidiaries and, to the Corporation's knowledge, by all other third parties thereto, in compliance with their terms. There exists no actual or, to the Corporation's knowledge, threatened, termination, cancellation or limitation of, or any material adverse modification or material change in, the business activity of the Corporation or any of the Subsidiaries with any supplier or customer, or any group of suppliers or customers whose business with or whose purchases or inventories/components provided to the business of the Corporation or any of the Subsidiaries are, individually or in the aggregate, material to the assets, business, properties, operations or financial condition of the Corporation or the Subsidiaries. All such material business activities are to the knowledge of the Corporation as of the date hereof intact and mutually cooperative, and there exists no condition or state of fact or circumstances, to the knowledge of the Corporation, that would prevent the Corporation or any of the Subsidiaries from conducting such business with any such third parties in the same manner in all material respects as currently conducted or proposed to be conducted.

(uu) None of the Corporation nor any of the Subsidiaries has ever been in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, 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 which could reasonably be expected to have a Material Adverse Effect on the Corporation or any of the Subsidiaries.

(vv) The Corporation and each Subsidiary has prepared and timely filed all Canadian and other tax returns that are required to be filed by it and has paid or has made provision for the payment of all taxes, assessments which the Corporation is not currently disputing, governmental or other similar charges, including all sales and use taxes and all taxes which the Corporation or any Subsidiary is obligated to withhold from amounts owing to employees, creditors and third parties, with respect to the periods covered by such tax returns (whether or not such amounts are shown as due on any tax return). There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by the Corporation or any other Subsidiary or the payment of any tax, governmental charge, penalty, interest or fine against any of them. There are no actions, suits, proceedings, investigations or claims against or, to the knowledge of the Corporation, threatened or pending against the Corporation or any Subsidiary which would reasonably be expected to result in a material liability in respect of taxes, charges, levies penalties, interest, fines or related assessments or reassessments of any Governmental Authority.

(ww) The statistical, industry and market related data included in the Prospectus are derived from sources which the Corporation reasonably believes to be accurate, reasonable and reliable, and, to the knowledge of the Corporation, such data agrees with the sources from which it was derived.

(xx) Since the respective dates as of which information is given in the Prospectus, except as otherwise stated therein or contemplated thereby, there has not been: (i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), Business, affairs, operations, prospects, capital or control of the Corporation and its Subsidiaries taken as a whole; (ii) any transaction entered into by either the Corporation or any of its Subsidiaries which is material to the Corporation on a consolidated basis; or (iii) any dividend or distribution of any kind declared, paid or made by the

Corporation or any of the Subsidiaries on shares in the capital of the Corporation or a Subsidiary, as applicable.

(yy) Except with respect to measures imposed by Governmental Authorities with respect to the COVID-19 outbreak, the Corporation is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation or its subsidiaries presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation or its subsidiaries presently in force, that the Corporation anticipates the Corporation or its subsidiaries will be unable to comply with or which could reasonably be expected to materially adversely affect the business of the Corporation or its subsidiaries or the business environment or legal environment under which such entity operates.

(zz) No material work stoppage, strike, lock-out, labour disruption (other than in relation of the COVID-19 pandemic), dispute grievance, arbitration, proceeding or other conflict with the employees of the Corporation or any of the Subsidiaries currently exists or, to the Corporation's knowledge, is imminent or pending and each of the Corporation and each of the Subsidiaries is in material compliance with all provisions of all federal, national, regional, provincial and local laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours.

(aaa) There are no material complaints against the Corporation or any of the Subsidiaries before any employment standards branch or tribunal or human rights tribunal, nor any complaints or any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation that would be material to the Corporation or any of the Subsidiaries. There are no outstanding decisions or settlements or pending settlements under applicable employment standards legislation which place any material obligation upon the Corporation or any of the Subsidiaries to do or refrain from doing any act. The Corporation and each of the Subsidiaries are currently in material compliance with all workers' compensation, occupational health and safety and similar legislation, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders of a material nature against either of them under applicable workers' compensation legislation, occupational health and safety or similar legislation nor has any event occurred which may give rise to any such material claim.

(bbb) Neither the Corporation nor any of the Subsidiaries is party to any collective bargaining agreements with unionized employees. To the Corporation's knowledge, no action has been taken or is being contemplated to organize or unionize any employees of the Corporation or any of the Subsidiaries.

(ccc) The Prospectus discloses, to the extent required by applicable Canadian Securities Laws, each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former director, officer, employee or consultant of Corporation (the "**Employee Plans**"). The Employee Plans have been established, operated in the ordinary course and administered in all material respects in accordance with their terms and applicable Laws.

(ddd) Other than as disclosed in the Prospectus, neither the Corporation nor any of its Subsidiaries has made any material loans to or guaranteed the obligations of any person outside the normal course of business or which are required to be disclosed in the Prospectus.

(eee) None of the Corporation, any of its Subsidiaries or, to the best of the Corporation's knowledge, any of the employees or agents of the Corporation (acting, or apparently acting, on behalf of the Corporation) or any of its Subsidiaries, has (i) made any unlawful contribution to any candidate for office, or failed to disclose fully any such contribution in violation of law, or (ii) made any payment to any governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable Laws. To the best of the knowledge, information and belief of the Corporation, each of its Subsidiaries and each of its and their respective employees or agents has conducted business in compliance with the *Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the United States Foreign Corrupt Practices Act of 1977 and any other applicable anti-corruption laws or conventions and the Corporation has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws and conventions. The operations of the Corporation and each of its Subsidiaries are and have been conducted at all times in compliance with, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Authority involving the Corporation or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened. Neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent (acting, or apparently acting, on behalf of the Corporation), employee or affiliate of the Corporation or any of its Subsidiaries is currently the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department or other relevant sanctions authority (collectively, "**Sanctions**"); and the Corporation will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any of its Subsidiaries, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any Sanctions. Neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent (acting, or apparently acting, on behalf of the Corporation), employee or affiliate of the Corporation or any of its Subsidiaries is located, organized or resident in a country or territory that is the subject of Sanctions.

(fff) Except as disclosed in the Prospectus, there are no contracts, agreements or understandings between the Corporation and any person that would give rise to a valid claim against the Corporation or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with the Offering.

(ggg) As required under Canadian Securities Laws, the material contracts and agreements of the Corporation not made in the ordinary course of business have been publicly disclosed, and have or will be filed with the Canadian Securities Commissions in accordance with such Canadian Securities Laws. Neither the Corporation nor any of its Subsidiaries has received any notification from any party that it intends to terminate any such material contract.

(hhh) The minute books and corporate records of the Corporation for the period from incorporation to the date hereof made available to the Underwriters contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) thereof and there have been no other meetings, resolutions or proceedings of the shareholders or directors of the Corporation to the date hereof not reflected in such corporate records, other than those which are not material to the Corporation, as the case may be.

(iii) No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority.

(jjj) There are no material events relating to the Corporation or any Subsidiary required to be disclosed pursuant to applicable Canadian Securities Laws which are not referenced in the Prospectus.

(kkk) None of the directors, officers or employees of the Corporation, any known holder of more than 10% of any class of securities of the Corporation or securities of any person exchangeable for more than 10% of any class of securities of the Corporation, or any known associate or affiliate of any of the foregoing persons or companies (as such terms are defined in the *Securities Act* (Ontario)), has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction which, as the case may be, materially affected or is reasonably expected to materially affect the Corporation and the Subsidiaries, on a consolidated basis. Neither the Corporation nor the Subsidiaries have any material loans or other indebtedness outstanding which have been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (within the meaning of the *Income Tax Act* (Canada)) with them.

(lll) Information available on the Corporation's profile at www.sedar.com is accurate and complete on the dating of filing such information and such information does not contain a misrepresentation.

(mmm) All information which has been prepared by the Corporation relating to the Corporation and the Subsidiaries, the Offering and their respective Business, properties and liabilities, and made available to the Underwriters was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading and the Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII.1 – Civil Liability for

Secondary Market Disclosure of the *Securities Act* (Ontario) and analogous secondary market liability disclosure provisions under applicable Canadian Securities Laws in the Qualifying Jurisdictions.

(nnn) With respect to forward-looking information contained in the Prospectus Supplement: (i) the Corporation has a reasonable basis for the forward-looking information; all material forward-looking information is identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information and identifies material risk factors that could cause actual results to differ materially from the forward-looking information, and accurately states the material factors or assumptions used to develop forward-looking information; (ii) all future-oriented financial information and each financial outlook: (A) has been prepared in accordance with or IFRS, using the accounting policies the Corporation expects to use to prepare its historical financial statements for the period covered by the future-oriented financial information or the financial outlook; (B) presents fully, fairly and correctly in all material respects the expected results of the operations for the periods covered thereby; (C) is based on assumptions that are reasonable in the circumstances, reflect the Corporation's intended course of action, and reflect management's expectations concerning the most probable set of economic conditions during the periods covered thereby; and (iii) is limited to a period for which the information in the future-oriented financial information or financial outlook can be reasonably estimated.

(ooo) There are no material liabilities of the Corporation whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Financial Statements that are not disclosed or reflected in the Financial Statements, except those disclosed in the Offering Documents.

(ppp) The Corporation is currently a "reporting issuer" in each of the provinces and territories of Canada and since December 31, 2020, is in compliance, in all material respects, with all of its continuous and timely obligations as a reporting issuer, has not been the subject of any investigation by any stock exchange or any Canadian Securities Commission, is current with all filings required to be made under Canadian Securities Laws and other laws, is not aware of any deficiencies in the filing of any document or reports with any Canadian Securities Commissions and there is no material change relating to the Corporation which has occurred and with respect to which the requisite news release or material change report has not been filed with any Canadian Securities Commission.

(qqq) The Corporation is an eligible short-form issuer in each of the Qualifying Jurisdictions and is qualified under NI 44-101 and NI 44-102 to file a short form base shelf prospectus in each of the Qualifying Jurisdictions and there are no reports or information that in accordance with the requirements of Canadian Securities Laws must be made publicly available in connection with the Offering as at the date hereof that have not been made publicly available as required.

(rrr) No Canadian Securities Commission or comparable authority has issued any order preventing or suspending the use or effectiveness of the Prospectus Supplement or preventing the distribution of the Offered Securities in any Qualifying Jurisdiction nor instituted proceedings for that purpose and, to the knowledge of the Corporation, no such proceedings are pending or contemplated.

(sss) Other than the term sheet in respect of the offering and sale of the Offered Securities dated November 3, 2021, the Corporation has not provided any marketing materials to any potential Purchasers.

(ttt) The form of certificates representing the Debentures, the Debenture Shares, the Compensation Options and the Compensation Shares, to the extent that physical certificates are issued for such securities, will be in due and proper form and conform to the requirements of the *Business Corporations Act* (British Columbia), the articles of incorporation of the Corporation and applicable requirements of the TSXV and CDS or will have been otherwise approved by the TSXV, if required, and will have been made eligible by CDS on or before the Closing Time.

(uuu) The Corporation and each of the Subsidiaries owns or has all proprietary rights provided in law and at equity to all Intellectual Property necessary to permit the Corporation and the Subsidiaries to conduct their respective Business as currently conducted. Neither the Corporation nor any Subsidiary has received any notice nor is the Corporation aware, of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid or inadequate to protect the interests of the Corporation or any of the Subsidiaries therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy would have a Material Adverse Effect on the Corporation or any of the Subsidiaries).

(vvv) There are no material restrictions on the ability of the Corporation and each of the Subsidiaries to use and exploit all rights in the Intellectual Property required in the ordinary course of Business. None of the rights of the Corporation and each Subsidiary in the Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement.

(www) Neither the Corporation nor any of the Subsidiaries has received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Intellectual Property or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor to the Corporation’s knowledge is there a reasonable basis for any claim that any person other than the Corporation or one of the Subsidiaries has any claim of legal or beneficial ownership or other claim or interest in any Intellectual Property.

(xxx) All registrations of Intellectual Property are in good standing and are recorded in the name of the Corporation or one the Subsidiaries in the appropriate offices to preserve the rights thereto. Other than as would not have a Material Adverse Effect on the Corporation or any of the Subsidiaries, all such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of Intellectual Property has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment, cancellation, expungement or lapse would not have a Material Adverse Effect on the Corporation or any of the Subsidiaries.

(yyy) Any and all of the material agreements and other material documents and instruments pursuant to which any of the Corporation of the Subsidiaries holds the property and assets thereof (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with terms thereof, none of the Corporation nor any of the Subsidiaries is in default of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged, such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all material leases, licences and other agreements pursuant to which the Corporation or the Subsidiaries derives the interests thereof in such property and assets are in good standing and there has been no material default under any such lease, licence or agreement. None of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation or any of the Subsidiaries is subject to any right of first refusal or purchase or acquisition right.

(zzz) Neither the Corporation nor any Subsidiary is currently party to any agreement in respect of: (i) the purchase of any material Assets and Properties or any interest therein or the sale, transfer or other disposition of any material Assets and Properties or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiaries whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of the Corporation or the Subsidiaries (whether by sale or transfer of shares or sale of all or substantially all of the Assets and Properties of the Corporation or the Subsidiaries or otherwise).

(aaaa) The Corporation is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation or any of the Subsidiaries presently in force, that the Corporation anticipates it or the Subsidiaries will be unable to comply with or which could reasonably be expected to materially adversely affect the Business or the business environment or legal environment under which such entity operates.

(bbbb) Each of the Corporation and the Subsidiaries is currently in compliance, in all material respects, with all Environmental Laws, including all reporting and monitoring requirements thereunder, and there are no pending or, to the knowledge of the Corporation, any threatened, administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws. Neither the Corporation nor any of the Subsidiaries has ever received any notice of any non-compliance in respect of Environmental Laws, there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or remediation under Environmental Laws or relating to any Hazardous Materials, except as would not have a Material Adverse Effect on the Corporation or its Subsidiaries, and there are no permits required under Environmental Laws for the conduct of Business as currently, and as proposed to be, conducted. The facilities and operations of the Corporation and the Subsidiaries are currently being conducted, and to the Corporation's knowledge have been conducted, in all material respects in accordance with all applicable workers' compensation and health and safety and workplace laws, regulations and policies.

(cccc) The Corporation and each of the Subsidiaries maintains insurance by insurers of recognized financial responsibility, against such losses, risks and damages to their assets (including biological assets) in such amounts as are customary for the Business and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage, fidelity or surety bonds insuring the Corporation and the Subsidiaries, and their respective directors, officers and employees, and Corporation's and the Subsidiaries' assets, are in good standing and in full force and effect in all respects, and not in default. Each of the Corporation and each of the Subsidiaries is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Corporation or any of the Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; the Corporation has no reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, and neither the Corporation nor any of the Subsidiaries has failed to promptly give any notice of any material claim thereunder.

(dddd) The Corporation and its Subsidiaries are, and at all times have been, in compliance, in all material respects, with all laws applicable to the cultivation, ownership, testing, research, development, manufacture, packaging, processing, use, distribution, storage, import, export, sale or disposal of any product manufactured, distributed or sold by the Corporation and its Subsidiaries. The Corporation and its Subsidiaries are, and at all times have been in compliance, in all material respects, with the *Food and Drugs Act* (Canada), the *Personal Health Information Protection Act, 2004* (Ontario), and the regulations, policies and administrative guidance issued thereunder or similar federal, provincial, territorial, municipal or local law, regulation policy or administrative guidance (collectively, "**Health Care Laws**").

(eeee) The Corporation and the Subsidiaries have not received any notice or communication from any customer or Health Canada alleging a defect or claim in respect of any products supplied or sold by the Corporation or any of the Subsidiaries to a customer and the Corporation is not aware of any circumstances that would give rise to any reports, recalls, public disclosure, announcements or customer communications that are required to be made by the Corporation or any of the Subsidiaries in respect of any products supplied or sold by the Corporation or any of the Subsidiaries, any of which, individually or in the aggregate, would reasonably constitute a Material Adverse Effect.

(ffff) All product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Corporation and each of the Subsidiaries in connection with their Business is being conducted in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to the Corporation's current and proposed business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects.

(gggg) The Corporation and each of the Subsidiaries has security measures and safeguards in place to protect personal information it collects from registered patients and customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Corporation and the Subsidiaries have complied, in all material respects, with all applicable privacy and consumer protection legislation and none has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Corporation and the Subsidiaries have taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse.

(hhhh) There is no judicial, regulatory, arbitral or other legal or government proceeding, investigation or other litigation or arbitration, at law or in equity, before any Governmental Authority, domestic or foreign, including any proceeding before Health Canada or any other Governmental Authority in Canada or any other country performing functions similar to those performed by Health Canada in progress, pending or, to the Corporation's knowledge, threatened, against or involving the assets, properties or business of, the Corporation or any of its subsidiaries, and to the knowledge of the Corporation there are no facts or circumstances that would reasonably be expected to form the basis for any such litigation, governmental or other proceeding or investigation. To the Corporation's knowledge, no such matter is threatened or contemplated.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE UNDERWRITERS

8.1 Each Underwriter hereby severally, and not jointly, nor jointly and severally, represents and warrants to the Corporation that:

(a) it is, and will remain so, until the completion of the Offering, appropriately registered under Canadian Securities Laws of the Qualifying Jurisdictions so as to permit it to lawfully fulfill its obligations hereunder;

(b) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein; and

(c) other than the term sheet in respect of the offering and sale of the Offered Securities dated November 3, 2021, it has not provided any marketing materials to any potential investors in connection with the Offering.

8.2 The Underwriters hereby covenant and agree with the Corporation to the following:

(a) Jurisdictions. During the period of distribution of the Offered Securities by or through the Underwriters, the Underwriters will not offer or sell the Offered Securities in any jurisdiction other than the Qualifying Jurisdictions (unless otherwise agreed to by the Corporation) in accordance with the terms of this Agreement.

(b) Compliance with Securities Laws. The Underwriters will comply with applicable Securities Laws in connection with the offer and sale and distribution of the Offered

Securities. The Underwriters shall deliver one copy of each of the Offering Documents, as applicable, to each of the Purchasers.

(c) Other Sales. The Underwriters will not, directly or indirectly, solicit offers to purchase or sell the Offered Securities or deliver any Offering Document to purchasers so as to require registration of the Offered Securities or the filing of a prospectus or registration statement with respect to the Offered Securities under the Applicable Laws of any jurisdiction other than the Qualifying Jurisdictions, including without limitation, the United States.

(d) Completion of Distribution. The Underwriters will use their commercially reasonable efforts to complete the distribution of the Offered Securities as promptly as possible after the Closing Time, and in any event, within 30 days after the Closing Date and any Over-Allotment Closing Date, will provide a breakdown to the Corporation of the number of Offered Securities distributed under the Offering and the proceeds received (A) in each of the Qualifying Jurisdictions, and (B) in any other jurisdiction in which the Debentures are offered or sold.

8.3 In connection with the issuance of the Compensation Options and the Compensation Shares, each of the Underwriters represents, warrants and covenants that (A) it is acquiring the Compensation Options and the Compensation Shares as principal for its own account and not for the account or benefit of any other person, (B) it is not a U.S. Person or acquiring the Compensation Options in the United States, or on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person, and (C) this Agreement was executed and delivered outside the United States. The Underwriters acknowledge that none of the Compensation Options or Compensation Shares have been registered under the U.S. Securities Act or the securities laws of any state of the United States. The Underwriters further acknowledge and agree that the Compensation Options may not be exercised in the United States or by or on behalf or for the account or benefit of a person in the United States or a U.S. Person, unless such exercise is not subject to registration under the U.S. Securities Act or the securities laws of any state of the United States, and the Underwriters agree that they will not engage in any directed selling efforts with respect to any Compensation Shares, and will not offer or sell any Compensation Options or Compensation Shares in the United States unless in compliance with an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws.

8.4 The Corporation agrees that the Underwriters are acting severally and not jointly (or jointly and severally) in performing their respective obligations under this Agreement and that no Underwriter shall be liable for any act, omission or conduct by any other Underwriter.

9. INDEMNIFICATION AND CONTRIBUTION

9.1 The Corporation covenants and agrees to indemnify the Underwriters and each of the respective affiliates and the directors, officers, employees, shareholders and agents of the Underwriters (collectively, the "**Indemnified Parties**", and individually an "**Indemnified Party**") from and against all Claims (as defined herein), each as caused or incurred, directly or indirectly, by reason of or in connection with, the performance of professional services rendered to the Corporation by the Underwriters and other Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement, including, without limitation, the following:

(a) any information or statement (except information or statements relating solely to and provided in writing by any of the Underwriters expressly for use in the Prospectus Supplement) contained in the Prospectus Supplement which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation or an untrue statement of a material fact;

(b) any omission or alleged omission to state in the Prospectus Supplement, any fact or information (whether material or not) (except facts relating solely to and provided in writing by any of the Underwriters expressly for use in the Prospectus Supplement required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made);

(c) any order made or inquiry, investigation or proceeding (formal or informal) commenced or threatened by any officer or official of any of the Canadian Securities Commissions or any other applicable securities regulatory authority or stock exchange or by any other competent authority based upon the circumstances described in Subsections 9.1(a) or 9.1(b) which operates to prevent or restrict trading in or distribution of the Offered Securities in any province of Canada; or

(d) the non-compliance or alleged non-compliance by the Corporation with any material requirement of applicable Canadian Securities Laws relating to the sale of the Offered Securities, including the Corporation's non-compliance with any statutory requirement to make any document available for inspection.

9.2 "**Claims**", as used herein, means all losses (other than a loss of profits in connection with the distribution of the Offered Securities), claims, actions, damages, liabilities, whether joint or several, or expenses (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims, and the reasonable fees and expenses of counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Underwriters, to which the Underwriters and/or the other Indemnified Parties may become subject or otherwise involved in any capacity under any statute or ordinary law or otherwise). If any matter or thing contemplated by this Section 9 is asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided, such Indemnified Party will notify the Corporation as soon as possible of the nature of such Claim (provided that any failure to so notify will not affect the liability of the Corporation under this Section 9 except to the extent that such delay prejudices the Corporation's ability to contest such Claim or results in any material increase in liability that the Corporation has under this Section 9) and the Corporation will be entitled (but not required) to assume the defence, on behalf of the Indemnified Party, of any suit brought to enforce such Claim; provided, however, that the defence will be through legal counsel acceptable to the Indemnified Party, acting reasonably, and that no settlement or admission of liability may be made by the Corporation or the Indemnified Party without the prior written consent of the other, such consent not to be unreasonably withheld. Upon the Corporation notifying the Indemnified Parties in writing of its election to assume the defence and retaining counsel, the Corporation shall not be liable to the Indemnified Parties for any legal expenses subsequently incurred by them in connection with such defence.

9.3 With respect to any such Claim, the Indemnified Party will have the right to retain separate counsel to act on his, her or its behalf, provided the fees and disbursements of such separate counsel will be paid by the Indemnified Party, unless:

(a) the Corporation fails to assume the defence of such Claim on behalf of the Indemnified Party within 15 days of receiving notice of such Claim;

(b) the Corporation and the Indemnified Party will have mutually agreed to the retention of such counsel; or

(c) the named parties to any Claim (including any added, third or impleaded parties) include both the Corporation and the Indemnified Party and the Indemnified Party has been advised by his, her or its counsel in writing that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them.

It is understood, however, that the Corporation will, in connection with any one such action, suit or proceeding or separate but substantially similar or related actions, suits or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate law firm (in addition to any local counsel) at any time for all such Indemnified Parties. The Underwriters will select such counsel.

9.4 The rights of indemnity contained in this Section 9 in respect of a Claim based on a misrepresentation, untrue statement or omission or alleged misrepresentation, alleged untrue statement or alleged omission in the Prospectus Supplement shall not apply if the Corporation has complied with Section 4 and the person asserting such Claim was not provided with a copy of the Prospectus Supplement or Prospectus Amendment which corrects such misrepresentation, untrue statement or omission or alleged misrepresentation, alleged untrue statement or alleged omission. In addition, the rights of indemnity contained in this Section 9 shall not apply to the extent a Claim is judicially determined (either by a court of competent jurisdiction in a final judgment from which no appeal can be made or by acknowledgement of the Indemnified Party) to have been caused or have resulted from the fraud, fraudulent misrepresentation, negligence or wilful misconduct of an Indemnified Party.

9.5 The Corporation hereby constitutes the Underwriters as trustee for the affiliates, directors, officers, employees and partners of the Underwriters for the covenants of the Corporation contained in this Section 9 with respect to the Indemnified Parties and the Underwriters agree to accept such trust and to hold it and such covenants on behalf of the Indemnified Parties. The Corporation hereby acknowledges that the covenants of the Corporation are intended to be for the benefit of, and directly enforceable by, each Indemnified Party.

9.6 If for any reason (other than the occurrence of any of the events set out in Subsection 9.4 the indemnification provided for in Section 9 is unavailable, in whole or in part, or insufficient to hold harmless an Indemnified Party in respect of any Claims referred to in Subsection 9.1, and subject to the restrictions and limitations referred to therein, the Corporation agrees to contribute to the amount paid or payable (or, if such indemnity is unavailable only in respect of a portion of the amount so paid or payable, such portion of the amount so paid or payable) by such Indemnified Party as a result of such Claims (except for loss of profits in connection with the distribution of the Offered Securities):

(a) in such proportion as is appropriate to reflect the relative benefits received by the Corporation on the one hand and the Underwriters on the other hand from the distribution of the Offered Securities; or

(b) if the allocation provided by Subsection 9.6(a) is not permitted by applicable Law, in such proportion as is appropriate to reflect not only the relative benefits referred to in Subsection 9.6(a) but also the relative fault of the Corporation on the one hand and the Underwriters on the other hand in connection with the statement, information, misrepresentation, omission, order, inquiry, investigation, proceeding or other matter or thing referred to in Subsection 9.1 which resulted in such Claims, as well as any other relevant equitable considerations.

9.7 The relative benefits received by the Corporation on the one hand and the Underwriters on the other hand will be deemed to be in the same proportion as the total proceeds from the distribution of the Offered Securities (net of the fee payable to the Underwriters but before deducting expenses) received by the Corporation is to the fee received by the Underwriters. The relative fault of the Corporation on the one hand and the Underwriters on the other hand will be determined by reference to, among other things, whether the statement, misrepresentation, omission, order, inquiry, investigation, proceeding or other matter or thing referred to in Section 9.1 which resulted in such Claims relates to information supplied by or steps or actions taken or done by or on behalf of the Underwriters or the Corporation and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, misrepresentation, omission, order, inquiry, investigation, proceeding or other matter or thing referred to in Section 9.1. The amount paid or payable by an Indemnified Party as a result of such Claims referred to above will be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such Claims, whether or not resulting in any such action, suit, proceeding or claim.

9.8 The Corporation and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9.7. Notwithstanding the provisions of this Section 9, no Underwriter will be required to contribute in the aggregate, any amounts in excess of the aggregate fee or any portion of such fee actually received, by the Underwriter hereunder. No person guilty of fraudulent misrepresentation (within the meaning of Canadian Securities Laws) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 9 are not exclusive and will not limit the rights or remedies which may otherwise be available to any Indemnified Party at law or in equity.

9.9 The indemnity and contribution provisions contained in Section 9 will remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriters or any person controlling any Underwriters or by or on behalf of the Corporation, its officers or directors or any person controlling the Corporation, and (iii) the completion of the sale of any of the Offered Securities.

10. COVENANTS OF THE CORPORATION

10.1 The Corporation covenants and agrees with the Underwriters that:

(a) the Corporation will advise the Underwriters, promptly after receiving notice thereof, of the time when each Offering Document has been filed, and will provide evidence satisfactory to the Underwriters of each such filing;

(b) between the date hereof and the date of completion of the distribution of the Offered Securities, the Corporation will advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any Canadian Securities Commission of any order suspending or preventing the use of any of the Offering Documents;

(ii) the issuance by any Canadian Securities Commission or the TSXV of any order having the effect of ceasing or suspending the distribution of the Offered Securities or the trading in any securities of the Corporation, or of the institution or, to the knowledge of the Corporation, threatening of any proceeding for any such purpose; or

(iii) any requests made by any Canadian Securities Commission for amending or supplementing any of the Offering Documents or for additional information;

and the Corporation will use its commercially reasonable efforts to prevent the issuance of any order referred to in subparagraphs (b)(i), (b)(ii) or (b)(iii) above and, if any such order is issued, to obtain the withdrawal thereof at the earliest possible time;

(c) the Corporation will use its commercially reasonable efforts to obtain the conditional listing of the Debenture Shares and the Compensation Shares on the TSXV by the Closing Time, subject only to the official notice of issuance; and

(d) the Corporation will use the net proceeds from the Offering for the purposes described in the Offering Documents.

10.2 Prior to the completion of the distribution of the Offered Securities, the Corporation will file all documents required to be filed with or furnished to the Canadian Securities Commissions pursuant to Canadian Securities Laws.

10.3 Except as contemplated by this Agreement, the Corporation will not, without the prior written consent of the Co-Lead Underwriters (not to be unreasonably withheld), on behalf of the Underwriters, directly or indirectly issue any Common Shares or equity securities or other financial instruments convertible into or having the right to acquire Common Shares or enter into any agreement or arrangement under which the Corporation will acquire or transfer to another, in whole or in part, any of the economic consequences of ownership of Common Shares, whether that agreement or arrangement may be settled by the delivery of Common Shares or other securities or cash, or agree to become bound to do so, or disclose to the public any intention to do so, for a period from the date hereof until 60 days following the Closing Date; provided that nothing herein shall prevent or restrict the Corporation from issuing or agreeing to issue any of its Common Shares or securities or other financial instruments convertible into or having the right to acquire its Common Shares (i) pursuant to the Over-Allotment Option, (ii) issuances relating to strategic acquisitions in the ordinary course of business payable in cash, Common Shares or other securities of the Corporation, (iii) under any of the Corporation's equity-based compensation plans outstanding on, or as proposed to be adopted as of, the date hereof, (iv) pursuant to rights or obligations under securities or instruments outstanding on the date hereof or issued as permitted by (ii) or (iii) above, (v) on exercise of the Compensation Options, or (vi) the Concurrent Private Placement.

10.4 The Corporation will obtain from its officers and directors an agreement, in the form attached hereto as Schedule "A", not to sell, or agree to sell (or announce any intention to do so), any Common Shares or equity securities of the Corporation or securities exchangeable or convertible into Common Shares of the Corporation for a period of 90 days from the Closing Date without prior written consent of the Co-Lead Underwriters, on behalf of the Underwriters, which consent will not be unreasonably withheld.

11. COMPENSATION OF THE UNDERWRITERS

In consideration of the Underwriters' services to be rendered in connection with the Offering, the Corporation shall, at the Closing Time or applicable Over-Allotment Closing Time, as the case may be, pay to the Underwriters a cash fee equal to 6.0% of the aggregate gross cash proceeds received from the sale of the Offered Securities (the "**Underwriting Fee**"). The Underwriting Fee shall be netted out of the gross proceeds of the Offering. In addition to the Underwriting Fee, the Corporation will issue to the Underwriters compensation options ("**Compensation Options**") equal to 6.0% of the gross proceeds of the Offering, divided by the Conversion Price. Each Compensation Option entitles the holder of the Compensation Option to acquire one Common Share (a "**Compensation Share**") at the Conversion Price at any time on or before the date which is 24 months from the Closing Date. The Compensation Options shall have the terms set out in the Compensation Option Certificates.

12. ALL TERMS TO BE CONDITIONS

The Corporation agrees that the conditions contained in this Agreement will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation. Any breach or failure to comply with any of the conditions set out in this Agreement shall entitle any of the Underwriters to terminate their obligation to purchase the Offered Securities by written notice to that effect given to the Corporation at or prior to the Closing Time or the Over-Allotment Closing Time, as applicable. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on any Underwriter any such waiver or extension must be in writing and signed by such Underwriter.

13. TERMINATION RIGHTS

13.1 Each Underwriter shall be entitled to terminate its obligation to purchase the Offered Securities by written notice to that effect to the Corporation at or prior to the Closing Time or the Over-Allotment Closing Time, as applicable, if after the date hereof and prior to the Closing Time or Over-Allotment Closing Time, as applicable:

(a) Regulatory Out: any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order is made or issued under or pursuant to any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including without limitation the TSXV or any securities regulatory authority) or there is a change in any law, rule or regulation, or the interpretation or administration thereof, which, in the Underwriters' reasonable opinion, operates to prevent, restrict or otherwise materially adversely effect the distribution or trading of the Offered Securities or any other securities of the Corporation, to cease or suspend trading in the Offered Securities, or to otherwise prohibit or restrict in any manner the distribution or trading of the Offered Securities;

(b) Material Change Out: there shall occur or come into effect any material change in the business, affairs or financial condition or financial prospects of the Corporation or its subsidiaries taken as a whole or any change in any material fact, or there should be discovered any previously undisclosed material fact which, in each case, in our reasonable opinion, has or could reasonably be expected to have a significant effect on the market price or value or marketability of the Offered Securities;

(c) Disaster Out: there should develop, occur or come into effect or existence any event, action, state, condition or occurrence of any nature (including without limitation, terrorism, accident or major financial, political or economic occurrence of national or international consequence or a new or change in any law or regulation or any escalation in the severity of the COVID-19 pandemic) which, in the reasonable opinion of the Underwriters, materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or Germany or the business, operations or affairs of the Corporation or the marketability of the Offered Securities;

(d) Breach Out: the Corporation is in breach of any material term, condition or covenant of this Agreement, or any material representation or warranty given by the Corporation in this Agreement becomes, is discovered to be (whether by due diligence of the Underwriters or otherwise) or is materially false, and such material breach or such materially false representation is:

(i) in the reasonable opinion of any of the Underwriters (acting reasonably and in good faith) not capable of being cured prior to the Closing Date;

(ii) would result in the failure of any condition precedent set out in Section 15 hereof; or

(iii) has not been rectified to the reasonable satisfaction of the Underwriter (acting reasonably) within 24 hours of when the Underwriter provides notice to the Corporation of the same;

(e) Market Out: the state of the financial markets in Canada or Germany is such that in the reasonable opinion of the Underwriters, or any one of them, the Offered Securities cannot be marketed profitably; or

(f) Mutual Termination: the Corporation and the Underwriters may mutually agree to terminate this Agreement.

13.2 If this Agreement is terminated by any of the Underwriters pursuant to this Section 13, there shall be no further liability on the part of such Underwriter or of the Corporation to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Section 9 and Section 17.

13.3 The right of the Underwriters or any of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under this Section 13 shall not be binding upon the other Underwriters.

14. CLOSING

14.1 The closing of the purchase and sale of the Debentures herein provided for shall be completed electronically at 8:30 a.m. (Toronto time) on November 12, 2021, or such other date and/or time as may be agreed upon in writing by the Corporation and the Co-Lead Underwriters, provided that the Closing Date shall not occur later than 42 days following the date hereof (respectively, the "**Closing Time**" and the "**Closing Date**").

14.2 At the Closing Time or the Over-Allotment Closing Time, as the case may be, subject to the terms and conditions contained in this Agreement, the Corporation shall deliver to the

Underwriters the Offered Securities utilize the non-certificated inventory system of CDS, or if requested by the Co-Lead Underwriters, a certificate or certificates representing the Offered Securities, against payment of the aggregate Offering Price set out in this Agreement by wire transfer on the Closing Date payable to the Corporation. The Corporation will, at the Closing Time or the Over-Allotment Closing Time, as the case may be, upon such payment of the aggregate Offering Price to the Corporation, make payment in full of the Underwriting Fee which shall be made by the Corporation directing the Underwriters to withhold the Underwriting Fee from the payment of the aggregate Offering Price. Certificates representing the Offered Securities, if any, shall be registered in such names as the Underwriters may request provided such request is made at least two (2) Business Days prior to the Closing Date or the Over-Allotment Closing Date, as the case may be. Furthermore, at the Closing Time or the Over-Allotment Closing Time, as the case may be, the Corporation shall also deliver to the Underwriters the Compensation Option Certificates representing the Compensation Options issued pursuant to the issuance of the Offered Securities or the Additional Debentures, as the case may be.

15. CONDITIONS PRECEDENT

15.1 The following are conditions precedent to the obligations of the Underwriters to close the transactions contemplated by this Agreement, which conditions may be waived in writing in whole or in part by the Underwriters at any time. If any of the conditions are not met, the Underwriters may terminate their obligations under this Agreement without prejudice to any other remedies it may have. At the Closing Time or the applicable Over-Allotment Closing Time, as the case may be, the Underwriters shall have received:

(a) a favourable legal opinion, dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, in form and substance and subject to customary qualifications and assumptions satisfactory to the Underwriters, acting reasonably, from Fasken Martineau DuMoulin LLP, in its capacity as counsel to the Corporation, addressed to the Underwriters and the Underwriters' counsel as to following matters:

(i) the incorporation and valid existence of the Corporation and as to the corporate capacity, power and authority of the Corporation to carry out its obligations under this Agreement and to issue the Offered Securities;

(ii) that the Corporation is a reporting issuer in each of the Qualifying Jurisdictions that recognizes the concept of a reporting issuer and is not noted on a list maintained by the Canadian Securities Commissions as being in default under Securities Laws in the Qualifying Jurisdictions;

(iii) as to the authorized capital of the Corporation;

(iv) that the Corporation has all necessary corporate capacity and power under the Laws of Canada to carry on its business as presently carried on and to own, lease and operate its Assets and Properties;

(v) that all necessary corporate action has been taken by the Corporation to authorize the execution of the Prospectus Supplement and any Supplementary Material and the filing thereof with the Canadian Securities Commissions;

(vi) that necessary corporate action has been taken by the Corporation to authorize the issuance of the Offered Securities and the Compensation Options;

(vii) that the Debentures have been duly authorized by the Corporation and upon their issuance in accordance with the terms of this Agreement and the Debenture Indenture will constitute legally binding agreements of the Corporation, enforceable in accordance with the terms of the Debenture Indenture;

(viii) that upon payment of the applicable purchase price therefor or upon due conversion of the Debentures (including those issued in connection with the issue of Additional Debentures upon the exercise of the Over-Allotment Option), the Debenture Shares will be duly and validly issued as fully paid and non-assessable shares of the Corporation;

(ix) that the Compensation Options have been duly authorized by the Corporation and upon their issuance in accordance with the terms of this Agreement and the Compensation Option Certificates will constitute legally binding agreements of the Corporation, enforceable in accordance with the terms of the Compensation Option Certificates;

(x) that upon payment of the exercise price upon due exercise of the Compensation Options (including those issued in connection with the issue of Additional Debentures upon the exercise of the Over-Allotment Option) in accordance with the terms of the Compensation Option Certificates, the Compensation Shares will be duly and validly issued as fully paid and non-assessable shares of the Corporation;

(xi) that all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Transaction Documents and the performance of its obligations hereunder and thereunder and each of the Transaction Documents has been executed and delivered by the Corporation and constitute a legal, valid and binding obligation of the Corporation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, liquidation, reorganization, moratorium and other laws affecting the rights of creditors generally and subject to such other standard assumptions and qualifications including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution may be limited by applicable law;

(xii) that none of the execution and delivery of any of the Transaction Documents, the performance by the Corporation of its obligations hereunder or thereunder nor the issuance, sale and delivery of the Offered Securities to be issued and sold by the Corporation at the Closing Time will conflict with or result in any breach of the articles of incorporation or by-laws of the Corporation, any resolutions of the directors or shareholders of the Corporation;

(xiii) that all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits and consents of the appropriate regulatory authority in each of the Qualifying Jurisdictions have been obtained by the Corporation to qualify the distribution to the public of the Offered Securities in each of the Qualifying Jurisdictions through investment dealers who are duly registered under applicable Securities Laws and who have complied with the relevant provisions of applicable Securities Laws;

(xiv) that the rights, privileges, restrictions and conditions attaching to the Offered Securities conform in all material respects to the descriptions thereof contained in the Prospectus Supplement;

(xv) that the statements set forth in the Prospectus Supplement under the caption "Eligibility for Investment" are fair and adequate, subject to the limitations and qualifications set out therein;

(xvi) all necessary documents have been filed, all requisite proceedings have been taken and all necessary authorizations, approvals, permits and consents have been obtained by the Corporation under the Securities Laws in order to qualify the distribution of the Offered Securities in each Qualifying Jurisdiction by or through dealers who are duly and properly registered in the appropriate category under the Securities Laws and who have complied with all relevant provisions of such Securities Laws and the terms of their registration;

(xvii) the issuance of the Debenture Shares and the Compensation Shares by the Corporation in the Qualifying Jurisdictions as and when such Debenture Shares or Compensation Shares are issued in connection with the conversion of the Debentures and the due exercise of the Compensation Options, respectively, each in accordance with their respective terms, is exempt from the prospectus requirements of the Securities Laws and no prospectus or other document is required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations of the Canadian Securities Commissions of the Qualifying Jurisdiction are required to be obtained by the Corporation under the Securities Laws to permit such issuance of the Debenture Shares and Compensation Shares;

(xviii) the first trade in each Qualifying Jurisdictions of the Debenture Shares and Compensation Shares acquired upon the due conversion of the Debentures or the due exercise of the Compensation Options, respectively, each in accordance with their respective terms, will not be subject to the prospectus requirements of the Securities Laws and no prospectus or other document is required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations of the Canadian Securities Commissions of the Qualifying Jurisdictions are required to be obtained by the Corporation under the Securities Laws to permit such first trade of the Debenture Shares or Compensation Shares; provided that: (A) such first trade is not a "control distribution" (as defined in National Instrument 45-102 – *Resale of Securities*) at the time of such first trade; (B) the Corporation is a reporting issuer (as defined under applicable Securities Laws) at the time of such first trade; and (C) such first trade is not a transaction or series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a distribution (as defined under applicable Securities Laws); and further provided that such first trade is by or through dealers who are duly registered under the Securities Laws who have complied with the relevant provisions of such laws and the terms and conditions of their registrations; and

(xix) that (i) Computershare, at its principal office in the City of Toronto, Ontario, has been appointed the transfer agent and registrar in respect of the Common Shares; and (ii) Computershare, at its principal office in the City of Vancouver, British Columbia, has been appointed the Trustee under the Debenture Indenture.

it being understood that counsel may rely on the opinions of local counsel acceptable to them as to matters governed by the laws of jurisdictions other than the provinces of Ontario, Alberta, British Columbia and Québec or the federal laws of Canada and may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of the Corporation's officers;

(b) a favourable legal opinion, dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, of counsel to each of the Material Subsidiaries that each of them is validly existing under the laws of its applicable jurisdiction of incorporation, formation or continuance, as applicable; that, as applicable, it has all necessary corporate power, capacity and authority to carry on its business as presently carried on and to own, lease and operate its properties and operate its assets as described in the Offering Documents; and as to the issued and outstanding securities of the Material Subsidiaries; it is understood that such counsel may rely on the opinions of local counsel acceptable to them, to the extent appropriate in the circumstances, as to matters of fact, on certificates of an officer of the applicable Material Subsidiary;

(c) comfort letter from Dale, Matheson, Carr-Hilton, LaBonte LLP dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, updating the comfort letter referred to in Section 5.4 with such changes as may be necessary from the comfort letter delivered previously to bring the information therein forward to a date which is within two Business Days of such date;

(d) evidence satisfactory to the Underwriters, that the Debenture Shares and the Compensation Shares shall have been conditionally approved for listing on the TSXV, subject only to satisfaction of customary conditions;

(e) written confirmation from the Corporation's registrar and transfer agent of the number of Common Shares issued and outstanding as of the Business Day immediately prior to the Closing Date or the applicable Over-Allotment Closing Date, as the case may be;

(f) a certificate, dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, and signed on behalf of the Corporation, but without personal liability, by the Co-Chief Executive Officers and the Chief Financial Officer of the Corporation, or such other senior officers of the Corporation as may be reasonably acceptable to the Underwriters, certifying that: (i) the Corporation has complied with all covenants and satisfied all terms and conditions hereof to be complied with and satisfied by the Corporation at or prior to the Closing Time or the applicable Over-Allotment Closing Time, as the case may be; (ii) except to the extent such representations and warranties are given as of a particular date (in which case they will be true and correct in all material respects as of such date), all the representations and warranties of the Corporation contained herein are true and correct in all material respects as of the Closing Time or the applicable Over-Allotment Closing Time, as the case may be, with the same force and effect as if made at and as of the Closing Time or such Over-Allotment Closing Time, as applicable, after giving effect to the transactions contemplated hereby; (iii) there has been no material change relating to the Corporation since the date hereof which has not been generally disclosed and with respect to which the requisite material change statement or report has not been filed and no such disclosure has been made on a confidential basis; and (iv) to the best of the knowledge, information and belief of the persons signing such certificate, no order, ruling or determination having the effect of ceasing or suspending trading in the Common Shares or any other securities of the Corporation or prohibiting the sale of the Offered Securities, the issuance of the Compensation Options or any of the Corporation's issued securities has been issued and no proceedings for such purpose are pending or are contemplated or threatened;

(g) a certificate dated the Closing Date or the applicable Over-Allotment Closing Date, as the case may be, signed on behalf of the Corporation, but without personal liability, by one of the Co-Chief Executive Officers of the Corporation or another senior officer acceptable to the Underwriters, acting reasonably, in form and content satisfactory to the Underwriters, acting reasonably, with respect to the constating documents of the Corporation; the resolutions of the directors of the Corporation relevant to the Offering, including the allotment, issue (or reservation for issue) and sale of the Offered Securities, the Compensation Options and the Compensation Shares, and the grant of the Over-Allotment Option, the authorization of this Agreement, the Debenture Indenture, the Compensation Option Certificates, the listing of the Debenture Shares and the Compensation Shares on the TSXV and transactions contemplated by this Agreement; and the incumbency and signatures of signing officers of the Corporation;

(h) executed "lock-up" agreements, each substantially in the form of Schedule "A" hereto, between the Underwriters and each director and officer of the Corporation;

(i) a certificate of status (or equivalent) for the Corporation and each Material Subsidiary dated within one Business Day (or such earlier or later date as the Underwriters may accept) of the Closing Date or applicable Over-Allotment Closing Date;

(j) the Underwriters shall have received certificates or lists, issued under Canadian Securities Laws of the Qualifying Jurisdictions stating or evidencing that the Corporation is not in default under such Canadian Securities Laws;

(k) the Underwriters shall have received an executed copy of the Debenture Indenture and the Compensation Option Certificates; and

(l) such other customary certificates and documents as the Underwriters or counsel to the Underwriters may reasonably require.

16. OVER-ALLOTMENT OPTION

16.1 The Over-Allotment Option may be exercised by the Underwriters in whole or in part at any time and from time to time, by delivering notice to the Corporation not later than 5:00 p.m. (Toronto time) on the 30th day after the Closing Date, which notice will specify the number of

Additional Debentures to be purchased by the Underwriters and the date (the "**Over-Allotment Closing Date**") on and at which such Additional Debentures are to be purchased. Such Over-Allotment Closing Date may be the same as (but not earlier than) the Closing Date and will not be earlier than three Business Days nor later than five Business Days after the date of delivery of such notice (except to the extent a shorter or longer period shall be agreed to by the Corporation). Subject to the terms of this Agreement, upon the Underwriters furnishing such notice, the Underwriters will be committed to purchase, in the respective percentages set forth in Section 20, and the Corporation will be committed to issue and sell in accordance with and subject to the provisions of this Agreement, the number of Additional Debentures indicated in such notice. Additional Debentures may be purchased by the Underwriters only for the purpose of satisfying over-allotments made in connection with the Offering and for market stabilization purposes.

16.2 In the event that the Over-Allotment Option is exercised in accordance with its terms, the closing of the issuance and sale of that number of Additional Debentures in respect of which the Underwriters are exercising the Over-Allotment Option shall take place electronically at 8:00 a.m. (Toronto time) on the applicable Over-Allotment Closing Date or at such other time on the Over-Allotment Closing Date as may be agreed upon in writing by the Corporation and the Co-Lead Underwriters (the "**Over-Allotment Closing Time**").

16.3 The obligation of the Underwriters to make any payment or delivery contemplated by this Section 16 is subject to satisfaction of the conditions set forth in Section 15.

17. EXPENSES

The Corporation shall be responsible, whether or not the Offering is completed, for all reasonable expenses of the Offering, including but not limited to: fees and disbursements of accountants and auditors, technical consultants, translators and other applicable experts; all costs and expenses related to roadshows and marketing activities, printing, filing, distribution, stock exchange approval and other regulatory compliance; other reasonable out-of-pocket expenses of the Underwriters (including, but not limited to, travel expenses in connection with due diligence and marketing activities, and fees and expenses of the Underwriters' legal counsel, in accordance with the amounts set out in section 20 of the October 21, 2021 engagement letter between Beacon, PI and the Corporation (exclusive of applicable taxes and disbursements)), and including any such expenses incurred prior to the date hereof and all taxes payable in respect of any of the foregoing. The Co-Lead Underwriters may deduct such fees, disbursements and expenses from the gross proceeds of the Offering payable to the Corporation on the Closing Date.

18. NOTICES

18.1 Any notice to be given hereunder shall be in writing and may be given by hand delivery or email and shall be addressed and emailed or delivered:

(a) in the case of notice to the Corporation:

Organto Foods Inc.
1090 Hamilton Street
Vancouver, BC V6B 2R9

Attention: Steve Bromley, President and Co-CEO
Email: **[PERSONAL INFORMATION REDACTED]**

with a copy to (such copy not to constitute notice):

Fasken Martineau DuMoulin LLP
Bay Adelaide Centre
333 Bay Street, Suite 2400
P.O. Box 20, Toronto, ON, M5H 2T6

Attention: Alex Nikolic
Email: anikolic@fasken.com

(b) in the case of notice to the Underwriters, to Beacon:

Beacon Securities Limited
Toronto Dominion Centre
66 Wellington Street West, Suite 4050
Toronto, Ontario M5K 1H1

Attention: Justin Gilman
Email: jgilman@beaconsecurities.com

and to PI:

PI Financial Corp.
3401 - 40 King Street W
Toronto, ON, M5H 3Y2

Attention: Vay Tham
Email: vtham@pifinancial.com

with a copy to (such copy not to constitute notice):

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza, 40 King Street West
Toronto, ON M5H 3C2

Attention: Sean Maniaci
Email: smaniaci@cassels.com

18.2 Each party to this Agreement may change such address for notices by sending to the other parties to this Agreement written notice of a new address for such purpose. Each such notice or other communication shall be deemed given (i) when delivered personally or by e-mail (with an original to follow) on or before 5:00 p.m., Eastern time, on a Business Day or, if such day is not a Business Day, on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to a nationally-recognized overnight courier, (iii) on the Business Day actually received if deposited in the mail (certified or registered mail, return receipt requested, postage prepaid), and (iv) if sent by email, on the day on which it is sent.

19. ACTIONS ON BEHALF OF THE UNDERWRITERS

All steps which must or may be taken by the Underwriters in connection with this Agreement, with the exception of the matters contemplated by Sections 9, 12 and 13, shall be taken by the Co-Lead Underwriters, on the Underwriters behalf, and the execution of this Agreement by the Underwriters shall constitute the Corporation’s authority for accepting notification of any such steps from, and for giving notice to, and for delivering any definitive certificate(s) representing the Offered Securities to, or to the order of, the Co-Lead Underwriters.

20. OBLIGATIONS OF THE UNDERWRITERS

20.1 The obligations of the Underwriters under this Agreement shall be several in all respects and not joint or joint and several. For certainty, the obligations of the Underwriters to purchase the Offered Securities shall be several and not joint or joint and several, and shall be limited to the percentages of the aggregate number of Offered Securities to be purchased set out opposite the names of the Underwriters respectively below. Furthermore, subject to the terms of this Agreement, the parties hereto agree and acknowledge that the Underwriting Fee shall be apportioned as follows:

Beacon Securities Limited.	40%
PI Financial Corp.	40%
Clarus Securities Inc.	10%
Stifel Nicolaus Canada Inc.	10%

20.2 If an Underwriter shall not complete the purchase of its applicable percentage of the aggregate amount of the Offered Securities at the Closing Time or the applicable Over-Allotment Closing Time for any reason whatsoever, including by reason of Section 13 hereof, the other Underwriters shall have the right, but shall not be obligated, to purchase the Offered Securities which would otherwise have been purchased by the Underwriter which fails to purchase such Offered Securities (the "**Defaulting Underwriter**"). If the non-defaulting Underwriters elect not to exercise such rights to assume the entire obligations of the Defaulting Underwriter, then the Corporation shall have the right to either (i) proceed with the sale of the Offered Securities (less the defaulted Offered Securities) to the non-defaulting Underwriters; or (ii) terminate its obligations hereunder without liability. Notwithstanding the foregoing, if the Offered Securities that have not been purchased by the Defaulting Underwriter do not exceed 10% of the total number of Offered Securities obligated to be purchased under this Agreement, then the non-defaulting Underwriter or Underwriters will be obligated to purchase, on a pro rata basis (based on the percentages shown above) all, but not less than all of, the defaulted Offered Securities on the terms set out in this Agreement and to receive the Defaulting Underwriter's portion of the Underwriting Fee in respect thereof.

21. MISCELLANEOUS

21.1 **No Advisory or Fiduciary Relationship**. The Corporation hereby acknowledges that (i) the purchase and sale of the Offered Securities pursuant to this Agreement is an arm's-length commercial transaction between the Corporation, on the one hand, and each of the Underwriters and any affiliate through which it may be acting, on the other, (ii) each of the Underwriters is acting as principal and not as an agent or fiduciary of the Corporation, (iii) the engagement by the Corporation of each of the Underwriters in connection with the offering and sale of the Offered Securities and the process leading up to the offering and sale thereof is as independent contractors and not in any other capacity, (iv) the Underwriters and their respective affiliates may be engaged in broad range of transactions that involve interests that differ from those of the Corporation, and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering of the Offered Securities and the Corporation has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the offering and sale of the Offered Securities irrespective of whether any of the Underwriters has advised or is currently advising the Corporation on related or other matters and no Underwriter has any obligation to the Corporation with respect to the offering of the Offered Securities except the obligations expressly set forth in this Agreement. The Corporation agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect or owes an agency, fiduciary or similar duty to the Corporation in connection with the offering and sale of the Offered Securities.

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

21.3 **Severability**. If any provision of this Agreement, is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. The invalidity or unenforceability of any provision in any particular jurisdiction shall not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

21.4 **Survival**. The representations, warranties, obligations and agreements of the Corporation and of the Underwriters contained herein or delivered pursuant to this Agreement shall survive the purchase by the Underwriters of the Offered Securities for a period of two years after the Closing Date and shall continue in full force and effect notwithstanding any subsequent disposition by the Underwriters of the Offered Securities and the Underwriters shall be entitled to rely on the representations and warranties of the Corporation contained in or delivered pursuant to this Agreement notwithstanding any investigation which the Underwriters may undertake or which may be undertaken on the Underwriters' behalf.

21.5 **Entire Agreement**. Any and all previous agreements with respect to the purchase and sale of the Offered Securities, whether written or oral, are terminated and this Agreement constitutes the entire agreement between the Corporation and the Underwriters with respect to the purchase and sale of the Offered Securities.

21.6 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and the federal laws of Canada applicable therein without reference to the conflicts of laws provisions thereof. Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to all matters arising out of this Agreement, and the transactions contemplated herein.

21.7 **Time of the Essence**. Time shall be of the essence of this Agreement.

21.8 **Counterparts**. This Agreement may be executed in several counterparts and by facsimile or electronic signature, each of which when so executed shall be deemed to be an original and such counterparts, taken together, shall constitute one and the same instrument. A signed counterpart of this Agreement provided by way of facsimile, electronic signature or other electronic transmission shall be as binding upon the parties as an originally signed counterpart.

[Signature page follows.]

If this Agreement, accurately reflects the terms of the agreement which we are to enter into and if such terms are agreed to by the Corporation please signify acceptance by executing the enclosed copies of this letter where indicated below and returning them to the Co-Lead Underwriters.

Yours very truly,

BEACON SECURITIES LIMITED

By: "*Justin Gilman*"
Name: Justin Gilman
Title: Director

PI FINANCIAL CORP.

By: "*Vay Tham*"
Name: Vay Tham
Title: Managing Director

CLARUS SECURITIES INC.

By: "*Robert Orviss*"
Name: Robert Orviss
Title: Managing Director

STIFEL NICOLAUS CANADA INC.

By: "*Alex Lane*"
Name: Alex Lane
Title: Director

The foregoing agreement is hereby accepted and agreed to as of the date first written above.

ORGANTO FOODS INC.

By: "*Steve Bromley*"
Name: Steve Bromley
Title: Chair and Co-CEO

SCHEDULE "A"

FORM OF LOCK-UP AGREEMENT

[*See attached.*]

LOCK-UP AGREEMENT

Beacon Securities Limited
66 Wellington Street West, Suite 4050
Toronto, Ontario M5K 1H1

PI Financial Corp.
40 King Street West, Suite 3401
Toronto, Ontario M5H 3Y2

Stifel Nicolaus Canada Inc.
145 King Street, Suite 300
Toronto, Ontario M5H 1J8

Clarus Securities Inc.
130 King Street West, Suite 3640
Toronto, Ontario M5X 1A9

Dear Sirs/Mesdames:

Re: Organto Foods Inc.

The undersigned understands that Beacon Securities Limited ("**Beacon**") and PI Financial Corp. (together with Beacon, the "**Co-Lead Underwriters**"), as co-lead underwriters and bookrunners, and Stifel Nicolaus Canada Inc. and Clarus Securities Inc. (each an "**Underwriter**" and together with the Co-Lead Underwriters, the "**Underwriters**") have entered into an Underwriting Agreement with Organto Foods Inc. (the "**Corporation**") providing for the offering of 7,000 unsecured convertible debentures (each a "**Debenture**" and collectively, the "**Debentures**") at a price of $1,000 per Debenture for aggregate gross proceeds of $7,000,000 (the "**Offering**").

The undersigned recognizes that the Offering contemplated by the Underwriting Agreement will be of benefit to the undersigned and the Corporation and acknowledges that the Underwriters are and will be relying on the representations and agreements of the undersigned contained herein in carrying out the Offering.

To induce the Underwriters to continue their efforts in connection with the Offering and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that the undersigned will not, and each of the associates and affiliates (as such terms are defined in the *Securities Act* (Ontario)) of the undersigned will not, directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, lend, swap, or otherwise dispose of, transfer, or announce any intention to do so, any common shares in the capital of the Corporation ("**Common Shares**") or other securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Corporation ("**Convertible Securities**"), whether now owned directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership 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 Common Shares or Convertible Securities, whether such transaction is settled by the delivery of Common Shares, Convertible Securities, other securities, cash or otherwise, other than pursuant to a take-over bid or any other similar transaction made generally to all of the shareholders of the Company, for a period of 90 days following the date hereof, without the prior written consent of the Co-Lead Underwriters on behalf of the Underwriters, such consent not to be unreasonably withheld.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement and that, upon the reasonable request of the Underwriters, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof.

This letter agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned, provided however that the undersigned shall not assign this letter agreement without the prior written consent of the Co-Lead Underwriters, on behalf of the Underwriters.

This letter agreement and the rights and obligations of the undersigned shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All matters relating hereto shall be submitted to the court of appropriate jurisdiction in the Province of Ontario, Canada, for the purpose of this letter agreement and for all related proceedings.

This letter agreement may be executed in any number of counterparts, each of which when delivered, either in original, recorded electronic transmission or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

This letter agreement is executed this _____ day of ___________________, 2021.

____
Signature

____
Name

SCHEDULE "B"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule "B", capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

(a) *"**Concurrent Private Placement**" means the non-brokered concurrent private placement of the Private Placement Shares by the Corporation;*

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

(c) *"**Foreign Issuer**" shall have the meaning ascribed thereto in Rule 902(e) of Regulation S;*

(d) *"**Offshore Transaction**" means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;*

(e) *"**Private Placement Shares**" means the Corporation's common shares sold in the Concurrent Private Placement; and*

(f) *"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S.*

<u>Representations, Warranties and Covenants of the Underwriters</u>

Each Underwriter acknowledges that the Offered Securities and the Debenture Shares have not been, and will not be, registered under the U.S. Securities Act or any applicable securities laws of any state of the United States 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 any applicable securities laws of any state of the United States. Each Underwriter, separately and not jointly, represents, warrants and covenants to the Corporation, as at the date hereof and as at the Closing Date and any Over-Allotment Closing Date, that:

1. It has not offered or sold, and will not offer or sell, any Offered Securities except outside the United States in an Offshore Transaction in accordance with Rule 903 of Regulation S. Accordingly, none of the Underwriter, their affiliates or any person acting on any of their behalf, has made or will make:

    (i) any offer to sell or any solicitation of an offer to buy, any Offered Securities to any person in the United States;

(ii) any sale of Offered Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such Underwriter, its U.S. Affiliate, their affiliates or persons acting on any of their behalf reasonably believed that such purchaser was outside the United States; or

(iii) any Directed Selling Efforts.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities, except any Selling Firm or with the prior written consent of the Corporation.

3. It shall require each Selling Firm to agree, for the benefit of the Corporation, to comply with, and shall use its best efforts to ensure that each Selling Firm complies with, the same provisions of this Schedule as apply to such Underwriter as if such provisions applied to such Selling Firm.

4. It acknowledges that until 40 days after the commencement of the Offering, an offer or sale of Offered Securities within the United States by any dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirements of the U.S. Securities Act.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants and covenants to the Underwriters, as at the date hereof and as at the Closing Date and any Over-Allotment Closing Date, that:

1. The Corporation is, and at the Closing Time or any Over-Allotment Closing Time, as applicable, will be, a Foreign Issuer. The Corporation reasonably believes now that there is, and at the Closing Time or any Over-Allotment Closing Time, as applicable, there will be, no Substantial U.S. Market Interest in the Offered Securities or in any other class of its equity securities.

2. The Corporation is not now and as a result of the sale of Offered Securities contemplated hereby or the Private Placement Shares and the use of the proceeds of such sales will not be, required to be registered as an “investment company” as defined in the United States Investment Company Act of 1940, as amended.

3. None of the Corporation, its affiliates or any persons acting on any of their behalf (other than the Underwriters, their affiliates and any person acting on any of their behalf, as to which no representation, warranty or covenant is made) has offered or sold, or will offer or sell, any of the Offered Securities or the Private Placement Shares in the United States.

4. None of the Corporation, any of its affiliates, or any person acting on any of their behalf (other than the Underwriters, their affiliates and any person acting on any of their behalf, as to which no representation, warranty or covenant is made), has engaged or will engage in any Directed Selling Efforts or has taken or will take any action that would cause the exemptions afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities pursuant to this Agreement or the Private Placement Shares.

5. In connection with offers and sales of the Offered Securities and the Private Placement Shares outside the United States, the Corporation, its affiliates and any person acting on any of their behalf (other than the Underwriter, its affiliates, the selling group and any person acting on their behalf, as to which the Corporation makes no representation, warranty or covenant) have complied and will comply with the requirements for an Offshore Transaction.