UNDERWRITING AGREEMENT

October 7, 2024

Kraken Robotics Inc.
189 Glencoe Drive
Mount Pearl, NL A1N 4P6

Attention: Greg Reid, President & CEO
Joe Mackay, CFO

Dear Mesdames/Sirs:

Cormark Securities Inc. ("**Cormark**" or the "**Lead Underwriter**"), as lead underwriter and sole bookrunner, together with Canaccord Genuity Corp., Beacon Securities Limited, Raymond James Ltd. and Scotia Capital Inc. (the "**Underwriters**" and each individually, an "**Underwriter**") hereby severally, and not jointly, nor jointly and severally, in their respective percentages set out in Section 18, offer to purchase from Kraken Robotics Inc. (the "**Corporation**") and the Corporation hereby agrees to issue and sell to the Underwriters, on a bought deal basis, 28,125,000 common shares of the Corporation (the "**Initial Shares**") at a price of $1.60 per Initial Share (the "**Offering Price**") for aggregate gross proceeds of $45,000,000.

The Corporation hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to offer for sale at the Offering Price such number of additional common shares (the "**Over-Allotment Shares**") as is equal to 15% of the number of Initial Shares sold under the Offering (as defined below), to cover over-allotments, if any, and for market stabilization purposes.

The Over-Allotment Option shall be exercisable, in whole or in part, and from time to time, by the Lead Underwriter, on behalf of the Underwriters, by giving written notice to the Corporation not later than 30 days following the Closing Date. Any such election to purchase Over-Allotment Shares may be exercised only by written notice from the Lead Underwriter, on behalf of the Underwriters, to the Corporation by 8:00 a.m. (Toronto time) on or before the 30th day following the Closing Date, such notice to set forth: (i) the aggregate number of Over-Allotment Shares to be purchased; and (ii) the closing date for the Over-Allotment Shares, provided that such closing date shall not be less than two Business Days and no more than five Business Days following the date of such notice (the "**Over-Allotment Closing Date**"). Pursuant to such notice, the Underwriters shall severally, and not jointly, nor jointly and severally, purchase in their respective percentages set out in Section 18 below, and the Corporation shall deliver and sell the number of Over-Allotment Shares indicated in such notice, all in accordance with the provisions of this Agreement.

The Initial Shares and the Over-Allotment Shares are collectively referred to in this Agreement as the "**Offered Shares**" and the offering of the Offered Shares by the Corporation is referred to in this Agreement as the "**Offering**". The Offered Shares shall have the attributes described in and contemplated by the Prospectus (as defined below).

The Underwriters may arrange for substituted purchasers (the "**Substituted Purchasers**") for the Offered Shares, where such Substituted Purchasers are resident in the Selling Jurisdictions (as

defined below). Each Substituted Purchaser shall purchase the Offered Shares at the Offering Price, and to the extent that Substituted Purchasers purchase Offered Shares, the obligations of the Underwriters to do so will be reduced by the number of Offered Shares purchased by the Substituted Purchasers from the Corporation.

The Underwriters propose to distribute the Offered Shares in the Qualifying Jurisdictions, pursuant to the Prospectus and may also distribute the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons (as defined below) in transactions that are exempt from the registration requirements of the U.S. Securities Act (as defined below) all in the manner contemplated by this Agreement, including Schedule "A" hereto which is incorporated into and forms part of this Agreement.

Subject to Applicable Laws (as defined below), including applicable Securities Laws (as defined below) and the terms of this Agreement, the Offered Shares may also be distributed outside of Canada and the United States, in each jurisdiction as mutually agreed to by the Corporation and the Underwriters where they may be lawfully sold by the Underwriters without: (i) giving rise to any requirement under the laws of such jurisdiction to prepare and/or file a prospectus or document having similar effect; or (ii) creating any ongoing compliance or continuous disclosure obligations for the Corporation pursuant to the laws of such jurisdiction.

The Underwriters may offer the Offered Shares at a price less than the Offering Price as described in further detail in Section 18 below, in compliance with Canadian Securities Laws and, specifically, the requirements of NI 44-101 and the disclosure concerning the same contained in the Prospectus.

In consideration of the services to be rendered by the Underwriters in connection with the Offering, the Corporation agrees to pay to the Underwriters the Commission (as defined below) at the Closing Time (as defined below).

TERMS AND CONDITIONS

The following are additional terms and conditions of this Agreement between the Corporation and the Underwriters:

Section 1 Definitions and Interpretation

(1) Where used in this Agreement or in any amendment hereto, the following terms have the following meanings, respectively:

"**affiliate**", "**associate**", "**insider**" and "**person**" have the respective meanings given to them in the Securities Act;

"**Agreement**" means this underwriting agreement, as it may be amended from time to time;

"**Applicable Laws**" means all applicable laws, rules, regulations, policies, statutes, ordinances, codes, orders, consents, decrees, judgments, decisions, rulings, awards, or guidelines, the terms and conditions of any permits, including any judicial or administrative interpretation thereof, of any Governmental Authority;

"**Business Assets**" means all tangible and intangible assets owned (either directly or indirectly), leased, licensed or loaned, relating to, being developed or used by the Corporation and the Material Subsidiaries, including all Software and hardware components and Intellectual Property owned or used by the Corporation or the Material Subsidiaries in connection with the design, development and marketing of advanced sensors, Software and underwater robotics for unmanned maritime vehicles used in military and commercial applications and all sensor and systems for underwater vehicle product offerings and all other products and services provided in connection with such applications;

"**Business Day**" means a day, other than a Saturday, a Sunday or statutory or civic holiday in the City of Toronto, Ontario;

"**Canadian Securities Laws**" means, collectively, all applicable Securities Laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in the Qualifying Jurisdictions, including the rules and policies of the TSXV;

"**Cormark**" has the meaning given to it above;

"**CDS**" means the Clearing and Depository Services Inc.;

"**CFPOA**" has the meaning ascribed thereto in Section 8(ss);

"**Claims**" has the meaning ascribed thereto in Section 14(1);

"**Closing**" means the completion of the sale of the Offered Shares and the purchase by the Underwriters of the Offered Shares pursuant to this Agreement;

"**Closing Date**" means October 22, 2024 or such later date as may be agreed to in writing by the Corporation and the Lead Underwriter, each acting reasonably;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or on the Over-Allotment Closing Date, as applicable, or such other time on the Closing Date or on the Over-Allotment Closing Date, as applicable, as may be agreed to by the Corporation and the Lead Underwriter;

"**Commission**" has the meaning ascribed thereto in Section 15;

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

"**Continuing Underwriters**" has the meaning ascribed thereto in Section 18(2);

"**Corporation**" has the meaning given to it above;

"**Corporation's Auditors**" means Ernst & Young LLP;

"**Corporation's Former Auditors**" means KPMG LLP;

"**Corporation IP**" means the Intellectual Property that is necessary and material to the business of the Corporation and its Material Subsidiaries as presently conducted or as proposed to be conducted (as described in the Prospectus) and that is owned by and has been developed by or for, or is being developed by or for, the Corporation, other than Licensed IP;

"**COVID-19 Pandemic**" means the pandemic resulting from the novel coronavirus disease (COVID-19);

"**Debt Instrument**" means any and all loans, bonds, notes, debentures, indentures, promissory notes, mortgages, guarantees or other instruments evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Corporation or the Material Subsidiaries are a party or to which their property or assets are otherwise bound;

"**Defaulted Shares**" has the meaning ascribed thereto in Section 18(2);

"**Deposit ID**" has the meaning ascribed thereto in Section 12(3)(a);

"**distribution**" means distribution or distribution to the public, as the case may be, for the purposes of Canadian Securities Laws or any of them;

"**Documents Incorporated by Reference**" means all financial statements, related management's discussion and analysis, management information circulars, joint information circulars, annual information forms, material change reports or other documents filed by the Corporation, whether before or after the date of this Agreement, that are required to be incorporated by reference into the Prospectus;

"**Employee Plans**" has the meaning ascribed thereto in Section 8(aaa) of this Agreement;

"**FCPA**" has the meaning ascribed thereto in Section 8(ss);

"**Final Prospectus**" means the (final) short form prospectus of the Corporation relating to the Offering, including all of the Documents Incorporated by Reference and any Supplementary Material, prepared and filed by the Corporation in accordance with the Passport System and NI 44-101 in the Qualifying Jurisdictions in respect of the Offering and for which a Final Receipt has been issued;

"**Final Receipt**" means the receipt issued by the Principal Regulator, evidencing that a receipt has been, or has deemed to be, issued for the Final Prospectus in each of the Qualifying Jurisdictions;

"**Financial Statements**" means the financial statements of the Corporation included in the Documents Incorporated by Reference, including the notes to such statements, and the related auditors' report on such statements, where applicable;

"**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;

"**GST**" has the meaning ascribed thereto in Section 15(3);

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

"**including**" means including but not limited to;

"**Indemnified Party**" has the meaning ascribed thereto in Section 14(1);

"**Indemnitor**" has the meaning ascribed thereto in Section 14(1);

"**Initial Shares**" has the meaning given to it above;

"**Intellectual Property**" means any of the following, as they exist anywhere in the world, whether registered or unregistered: all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including Trade Secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), Software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

"**KRSI**" means Kraken Robotic Systems Inc., a wholly-owned subsidiary of the Corporation;

"**Lead Underwriter**" has the meaning given to it above;

"**Leased Premises**" means the premises which are material to the Corporation and/or any of the Material Subsidiaries and which the Corporation and/or any of the Material Subsidiaries occupied as tenant;

"**Licensed IP**" means the Intellectual Property that is necessary and material to the business of the Corporation and its Material Subsidiaries as presently conducted or as proposed to be conducted (as described in the Prospectus) that is owned by any person other than the Corporation and to which the Corporation has rights in by way of a license;

"**Liens**" means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or right to use or occupy such property or assets;

"**Losses**" has the meaning ascribed thereto in Section 14(1) of this Agreement;

"**Marketing Documents**" means, collectively, all marketing materials (including any template version, revised template version or limited use version) provided to a potential investor in connection with the distribution of Offered Shares;

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

"**Material Adverse Effect**" means any event, change, fact, or state of being which is materially adverse to the business, affairs, capital, operation, properties, permits, assets, liabilities (absolute, accrued, contingent or otherwise) or condition (financial or otherwise) of the Corporation and the Material Subsidiaries considered on a consolidated basis;

"**Material Agreements**" means any notes, indentures, mortgages or Debt Instruments and any contracts, commitments, agreements (written or oral), instruments, lease or other documents, including joint venture agreements, licences, sub-licenses, supply agreements, distribution agreements or any other similar type agreements (including for certainty all agreements and documents related to Intellectual Property), to which the Corporation or the Material Subsidiaries are a party or to which their property or assets are otherwise bound, and which is material to the Corporation and the Material Subsidiaries on a consolidated basis;

"**material change**", "**material fact**" and "**misrepresentation**" have the respective meanings ascribed thereto in the Securities Act;

"**Material Subsidiaries**" means, collectively, KRSI, Kraken Power GmbH, PGH Capital Inc., Kraken Robotics Services Ltd. and Kraken Robotics Services UK Limited;

"**Money Laundering Laws**" has the meaning ascribed thereto in Section 8(tt);

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

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

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

"**NI 52-110**" means National Instrument 52-110 – *Audit Committees*;

"**Offered Shares**" has the meaning given to it above;

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

"**Offering Documents**" means the Preliminary Prospectus, the Final Prospectus and, if applicable, the U.S. Private Placement Memorandum;

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

"**Over-Allotment Closing Date**" has the meaning given to it above;

"**Over-Allotment Option**" has the meaning given to it above;

"**Over-Allotment Shares**" has the meaning given to it above;

"**Passport System**" means the system for review of prospectus filings set out in National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* and Multilateral Instrument 11-102 – *Passport System*;

"**person**" shall be broadly interpreted and shall include any individual, corporation, partnership, joint venture, association, trust or other legal entity;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Corporation dated October 7, 2024, including all of the Documents Incorporated by Reference and any Supplementary Material, prepared and filed by the Corporation in accordance with the Passport System and NI 44-101 in the Qualifying Jurisdictions in respect of the Offering and for which a Preliminary Receipt has been issued;

"**Preliminary Receipt**" means the receipt issued by the Principal Regulator, evidencing that a receipt has been, or has been deemed to be, issued for the Preliminary Prospectus in each of the Qualifying Jurisdictions;

"**Principal Regulator**" means the Ontario Securities Commission;

"**Prospectus**" means, collectively, the Preliminary Prospectus and the Final Prospectus (including any Supplementary Material);

"**Prospectus Amendment**" means, collectively, any amendment to the Prospectus, and any ancillary materials that may be filed by or on behalf of the Corporation under any of the Canadian Securities Laws relating to the distribution of the Offered Shares under applicable Canadian Securities Laws;

"**provide**" in the context of sending or making available marketing materials to a potential investor of Offered Shares has the meaning ascribed thereto under Canadian Securities Laws, whether in the context of a "road show" (as defined in NI 41-101) or otherwise;

"**Qualified Institutional Buyers**" means "qualified institutional buyers" as such term is defined in Rule 144A(a)(1) of the U.S. Securities Act;

"**Qualifying Jurisdictions**" means, collectively, each of the provinces of Canada, other than Québec;

"**Refusing Underwriter**" has the meaning ascribed thereto in Section 18(2);

"**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;

"**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;

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

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities Act**" means the *Securities Act* (Ontario);

"**Securities Commissions**" means, collectively, the securities regulatory authority in each of the Qualifying Jurisdictions;

"**Securities Laws**" means, collectively, Canadian Securities Laws, U.S. Securities Laws and all applicable securities laws, rules, regulations, policies and other instruments promulgated by the Securities Regulators in any of the other Selling Jurisdictions;

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in the Selling Jurisdictions;

"**SEDAR+**" means the System for Electronic Data Analysis and Retrieval + of the Canadian Securities Administrators;

"**Selling Firms**" has the meaning ascribed thereto in Section 10(1)(a);

"**Selling Jurisdictions**" means, collectively, each of the Qualifying Jurisdictions and may also include the United States and any other jurisdictions outside of Canada and the United States as mutually agreed to by the Corporation and the Underwriters;

"**Software**" means any computer software programs, source code, object code, databases, data and documentation, including, without limitation, any computer software programs that incorporate and run models, formula and algorithms for underwater sensors and systems;

"**standard term sheet**" has the meaning ascribed thereto under NI 41-101;

"**subsidiary**" or "**subsidiaries**" has the meaning ascribed thereto in the Securities Act;

"**Substituted Purchasers**" has the meaning given to it above;

"**Supplementary Material**" means, collectively, the Marketing Documents, any amendment to the Preliminary Prospectus, any amendment to the Final Prospectus, and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under Securities Laws relating to the distribution of the Offered Shares;

"**template version**" has the meaning ascribed thereto under NI 41-101 and includes any revised template version of marketing materials as contemplated by NI 41-101;

"**Trade Secrets**" means any trade secrets, research records, processes, procedures, manufacturing formula, technical know-how, technology, blue prints, designs, plans, inventions (whether patentable and whether reduced to practice), invention disclosure and improvements;

"**Transfer Agent**" means Computershare Investor Services Inc. at its offices in Vancouver, British Columbia;

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

"**Underwriters**" has the meaning given to it above;

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

"**U.S. Affiliates**" means the Underwriters' respective United States registered broker dealer affiliates;

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

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

"**U.S. Private Placement Memorandum**" means the private placement offering memorandum which will include and supplement the Prospectus, delivered or to be delivered pursuant to the terms of this Agreement to offerees and purchasers of Offered Shares who are, or who are acting for the account or benefit of, persons in the United States and U.S. Persons;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations made under the United States Securities Act of 1933, as amended;

"**U.S. Securities Laws**" means all applicable securities legislation in the United States, including, without limitation, the U.S. Exchange Act and U.S. Securities Act; and

"**Work Fee**" has the meaning ascribed thereto in Section 15.

(2) Any reference in this Agreement to a section or subsection shall refer to a section or subsection of this Agreement.

(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.

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

(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" Compliance with United States Securities Laws (if applicable)

Section 2 Attributes of the Offered Shares

The Offered Shares to be sold by the Corporation hereunder shall have the rights, privileges, restrictions and conditions that conform in all material respects to the rights, privileges, restrictions and conditions set forth in the Offering Documents.

The Underwriters severally agree not to offer or sell the Offered Shares in such a manner as to require registration of any of them or the filing of a prospectus or any similar document under the laws of any jurisdiction outside the Qualifying Jurisdictions and to distribute or offer the Offered Shares only in the Qualifying Jurisdictions and in accordance with all Applicable Laws. However, the Corporation and each Underwriter acknowledge that, in the event of any offer or resale of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, the Underwriters acting through their U.S. Affiliates will offer and resell the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons only to Qualified Institutional Buyers pursuant to Rule 144A, all in accordance with Schedule "A", which terms and conditions are hereby incorporated by reference in and shall form a part of this Agreement, provided that no such action on the part of the Underwriters or their U.S. Affiliates shall in any way oblige the Corporation to register any Offered Shares under the U.S. Securities Laws or the Securities Laws of any state of the United States.

In performing its responsibilities under this Agreement, each of the Underwriters may use the services of its affiliates (including its U.S. Affiliates, in connection with any offering of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons), provided that it will be responsible for ensuring that such affiliates comply with the terms of this Agreement. Notwithstanding the foregoing, an Underwriter will not be liable to the Corporation under this section or Schedule "A" with respect to a violation by another Underwriter or its affiliates of the provisions of this section or Schedule "A" if the former Underwriter or its affiliate, as applicable, is not itself also in violation.

Section 3 Certain Obligations of the Corporation

(1) Not later than 5:00 p.m. (Toronto time) on the date of this Agreement, the Corporation shall have filed the Preliminary Prospectus and all other documents required under the Securities Laws of the Qualifying Jurisdictions pursuant to the Passport System with the Securities Commissions;

(2) The Corporation shall use commercially reasonable efforts to: obtain from the Principal Regulator, as soon as possible after filing the Preliminary Prospectus, a Preliminary Receipt dated not later than October 7, 2024, evidencing that the Preliminary Receipt has been issued in each Qualifying Jurisdiction; promptly resolve any comments made and deficiencies raised in respect of the Preliminary Prospectus by the Principal Regulator; file the Final Prospectus and other documents required under the Securities Laws of the Qualifying Jurisdictions and obtain a Final Receipt not later than 5:00 p.m. (Toronto time) on or about October 16, 2024, and otherwise fulfill all legal requirements to qualify the Offered Shares for distribution and sale to the public in Canada through the Underwriters or any other investment dealer or broker registered to transact such business in the

applicable Qualifying Jurisdictions contracting with the Underwriters and to qualify the grant of the Over-Allotment Option; and

(3) Until the distribution of the Offered Shares has been completed, the Corporation will permit the Underwriters and their counsel to participate fully in the preparation of, and to approve the form of, the Prospectus, review any Documents Incorporated by Reference therein and to conduct all due diligence investigations that they reasonably require in order to fulfil their obligations as Underwriters under Canadian Securities Laws and in order to enable them to responsibly execute the certificate in the Prospectus required to be executed by them. During such period, the Corporation will make available its directors, officers and the Corporation's Auditors and the Corporation's Former Auditors to answer any questions which any of the Underwriters may have, acting reasonably, and to participate in one or more due diligence sessions to be held prior to the Closing Time.

(4) Until the distribution of the Offered Shares has been completed, the Corporation will promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under Canadian Securities Laws to continue to qualify the Offered Shares for distribution in the Qualifying Jurisdictions or in the event that the Offered Shares have, for any reason, ceased to so qualify, to again so qualify the Offered Shares and to ensure that the Offered Shares are freely tradable in the Qualifying Jurisdictions, except for a trade that is a control distribution (within the meaning of Canadian Securities Laws).

Section 4 Distribution of the Offered Shares, Marketing Materials and Certain Obligations of the Underwriters

(1) During the course of the distribution of the Offered Shares by or through the Underwriters, the Underwriters will offer and sell the Offered Shares to the public only in those jurisdictions where they may be lawfully offered for sale or sold and in compliance with Securities Laws. The Underwriters will not solicit offers to purchase or sell the Offered Shares so as to require registration thereof or filing of a prospectus, registration statement or similar document with respect thereto, or that will result in the Corporation being subject to continuous disclosure or similar obligations under the laws of any jurisdiction (other than the Qualifying Jurisdictions), including the United States. The Underwriters may, however, offer and sell the Offered Shares outside Canada, where they may be lawfully sold on a basis exempt from the prospectus and registration requirements or similar requirements of any such jurisdictions.

(2) The Underwriters will use their reasonable best efforts to complete, and to cause the Selling Firms to complete, the distribution of the Offered Shares as promptly as possible and the Lead Underwriter will promptly notify the Corporation in writing of the completion of the distribution of the Offered Shares. After the Closing Time and in any event no later than 30 days following the Closing Date, the Lead Underwriter will provide the Corporation with such information as it may require with respect to the proceeds realized in each of the Qualifying Jurisdictions from the distribution of the Offered Shares for the purpose of payment of filing fees and as to distribution of the Offered Shares for the purposes of listing the Common Shares on the TSXV.

(3) For the purposes of this Section 4, the Underwriters will be entitled to assume that the Offered Shares are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus has been obtained from the applicable Securities Commission.

(4) The Corporation and the Underwriters, on a several basis, covenant and agree:

(a) not to provide any potential investor with any marketing materials, unless a template version of such marketing materials has been filed by the Corporation with the Securities Commissions on or before the date such marketing materials are first provided;

(b) not to provide any potential investor with any materials or information in relation to the distribution of the Offered Shares or the Corporation other than (i) the Offering Documents and (ii) any standard term sheets approved by the Corporation and Cormark; and

(c) that only standard term sheets and marketing materials approved in writing by the Corporation and Cormark, have been and shall be provided to potential investors.

(5) No Underwriter will be liable under this Section with respect to a default by any of the other Underwriters or a Selling Firm appointed by any of the other Underwriters.

Section 5 Delivery of the Prospectus and Related Matters

(1) Contemporaneously with or prior to the filing of each of the Preliminary Prospectus and the Final Prospectus, as the case may be, the Corporation will deliver to the Underwriters (and in the case of Subsection 5(1)(b) below the Corporation will use its commercially reasonable efforts to deliver), without charge:

(a) a copy of the Preliminary Prospectus or the Final Prospectus, as the case may be, including all Documents Incorporated by Reference therein that have not been previously delivered to the Underwriters or that are not generally available on SEDAR+, signed and certified as required by Canadian Securities Laws;

(b) a copy of any other document required to be filed by the Corporation in compliance with Canadian Securities Laws; and

(c) at or prior to the filing of the Final Prospectus, a "long form" comfort letter from each of the Corporation's Auditors and the Corporation's Former Auditors dated the date of the Final Prospectus, in form and substance satisfactory to the Lead Underwriter, acting reasonably, addressed to the Underwriters and the board of directors of the Corporation relating to the verification of financial and accounting information and other numerical data of a financial nature contained in or incorporated or deemed to be incorporated by reference in the Final Prospectus and matters involving changes or developments since the respective dates as of which specified financial information is given in the Final Prospectus, and containing statements and information of the type ordinarily included in "comfort letters" to

Underwriters in connection with an offering of securities, to a date not more than two Business Days prior to the date of such letter.

(2) In the event that the Corporation is required to prepare a Prospectus Amendment, the Corporation will also prepare and deliver promptly to the Underwriters signed and certified copies of such Prospectus Amendment along with all Documents Incorporated by Reference therein that have not been previously delivered to the Underwriters. Any Prospectus Amendment will be in form and substance satisfactory to the Lead Underwriter, acting reasonably. Concurrently with the delivery of any Prospectus Amendment, the Corporation will deliver to each of the Underwriters, with respect to such Prospectus Amendment, documents similar to those referred to in Subsection 5(1)(b) and to the extent that such Prospectus Amendment contains financial, accounting or statistical data, documents similar to those referred to in Subsection Section 5(1)(c).

(3) Promptly after the filing of the Preliminary Prospectus and the Final Prospectus in the Qualifying Jurisdictions and in any event on or before noon (Toronto time) on the second Business Day following the filing thereof, and thereafter from time to time during the distribution of the Offered Shares, the Corporation will deliver, without charge, to the Underwriters, commercial copies of the Preliminary Prospectus, the Final Prospectus, and any Supplementary Materials in such numbers and in such places as the Underwriters may reasonably request by written instructions to the printer of the Prospectus or to the Corporation. Such deliveries shall constitute the consent of the Corporation to the Underwriters' use of the Prospectus for the distribution of the Offered Shares in the Qualifying Jurisdictions in compliance with the provisions of this Agreement and Canadian Securities Laws and of the U.S. Private Placement Memorandum for the offer and sale of the Offered Shares in the United States in compliance with the provisions of this Agreement and U.S. Securities Laws.

(4) Subject to compliance with Canadian Securities Laws, during the period commencing on the date of this Agreement and until completion of the distribution of the Offered Shares, the Corporation will promptly provide to the Lead Underwriter drafts of any press releases of the Corporation for review by the Lead Underwriter prior to issuance and shall obtain the prior approval of the Lead Underwriter as to the content and form of any press release relating to the Offering prior to issuance, such approval not to be unreasonably withheld. Any press release announcing or otherwise referring to the Offering disseminated outside the United States shall include an appropriate notation on each page as follows: "*Not for distribution to the U.S. news wire services, or dissemination in the United States*".

Section 6 Material Change

(1) During the period from the date of this Agreement to the completion of the distribution of the Offered Shares, the Corporation covenants and agrees with the Underwriters that it shall promptly notify the Underwriters in writing with full particulars of:

(a) any material change (actual, anticipated, contemplated or threatened) in, or affecting, the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of

operations of the Corporation and the Material Subsidiaries, considered on a consolidated basis;

(b) any material fact in respect of the Corporation which has arisen or has 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; and

(c) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Offering Documents which change is, or may be of such a nature as: (i) to render any statement in such Offering Document misleading or untrue in any material respect or which would result in a misrepresentation in the Offering Document; or (ii) which would result in any of the Offering Documents not complying with Securities Laws.

(2) During the period from the date of this Agreement to the completion of the distribution of the Offered Shares, the Corporation shall promptly, and in any event within any applicable time limitation, comply, to the satisfaction of the Underwriters, acting reasonably, with all applicable filings and other requirements under Securities Laws as a result of such fact or change; provided that the Corporation shall not file any Prospectus Amendment or other document without first providing the Underwriters with a copy of such Prospectus Amendment or other document and consulting with the Lead Underwriter with respect to the form and content thereof. The Corporation shall in good faith discuss with the Lead Underwriter any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is or could be reasonable doubt whether written notice need be given under this Section 6.

(3) If during the period of distribution of the Offered Shares there shall be any change in Canadian Securities Laws which, in the opinion of the Lead Underwriter and its legal counsel, acting reasonably, results in any requirement to file a Prospectus Amendment, the Corporation will promptly prepare and file such Prospectus Amendment with the appropriate Securities Commissions where such filing is required, provided that the Corporation shall have allowed the Underwriters and their counsel to participate in the preparation and review of any Prospectus Amendment.

(4) During the period from the date of this Agreement to the completion of the distribution of the Offered Shares, the Corporation will notify the Underwriters promptly:

(a) when any Prospectus Amendment has been filed;

(b) of any request by any Securities Commission for any Prospectus Amendment or for additional information;

(c) of the suspension of the qualification of any of the Offered Shares for offering, sale, issuance, or grant, as applicable, in any jurisdiction, or of any order suspending or preventing the use of the Offering Documents (or any Prospectus Amendment) or

of the institution or, to the knowledge of the Corporation, threatening of any proceedings for any such purpose; and

(d) of the issuance by any Securities Commission or any stock exchange of any order having the effect of ceasing or suspending the distribution of the Offered Shares 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. The Corporation will use its commercially reasonable efforts to prevent the issuance of any such stop order or of any order preventing or suspending such use or such order ceasing or suspending the distribution of the Offered Shares or the trading in the shares of the Corporation and, if any such order is issued, to obtain the lifting thereof at the earliest possible time.

Section 7 Regulatory Approvals

The Corporation will make all necessary filings, 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 cooperate with the Underwriters in connection with the qualification of the Offered Shares for offer and sale and the grant of the Over-Allotment Option under the Canadian Securities Laws and in maintaining such qualifications in effect for so long as required for the distribution of the Offered Shares.

Section 8 Representations and Warranties of the Corporation

The Corporation represents and warrants to each of the Underwriters, and acknowledges that each of them is relying upon such representations and warranties in connection with the purchase of the Offered Shares, that:

(a) *Good Standing of the Corporation.* The Corporation (i) is a corporation continued, existing and in good standing under the *Canada Business Corporations Act*, (ii) has all requisite corporate power and capacity to own, lease and operate its properties and assets, including its Business Assets, and to conduct its business as now carried on by it as described in the Prospectus, and (iii) has all requisite corporate power and authority to issue and sell the Offered Shares and to grant the Over-Allotment Option and to execute, deliver and perform its obligations under this Agreement.

(b) *Good Standing of Subsidiaries*. The Corporation's only material subsidiaries are the Material Subsidiaries. The Material Subsidiaries are incorporated, organized and existing under the laws of their jurisdiction of incorporation and are current and up-to-date with all material filings required to be made and have all requisite corporate power and capacity to own, lease and operate their properties and assets, including their respective Business Assets, and to conduct their business as is now carried on by them or proposed to be carried on by them, and are duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required. All of the issued and outstanding shares in the capital the Material Subsidiaries have been duly authorized and validly issued, are fully paid and are directly or indirectly beneficially owned by the Corporation, free and clear

of any Liens except as disclosed in the Prospectus; and none of the outstanding securities of the Material Subsidiaries were issued in violation of the pre-emptive or similar rights of any security holder of such subsidiary. There exist no options, warrants, purchase rights, or other contracts or commitments that could require the Corporation to sell, transfer or otherwise dispose of any securities of the Material Subsidiaries.

(c) *No Proceedings for Dissolution*. No act or proceeding has been taken by or against the Corporation or the Material Subsidiaries in connection with their liquidation, winding-up or bankruptcy, or to their knowledge are pending.

(d) *Share Capital of the Corporation*. The authorized and issued share capital of the Corporation consists of an unlimited number of Common Shares of which 203,207,035 Common Shares were issued and outstanding as at the close of business on October 4, 2024. Neither the Corporation nor its Material Subsidiaries are party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any securities of the Corporation or its Material Subsidiaries.

(e) *Listing*. The Common Shares are listed and posted for trading on the TSXV and on the OTCQB. The Corporation has applied to list the Offered Shares and the Over-Allotment Shares on the TSXV and neither the Corporation nor its Material Subsidiaries has taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the TSXV.

(f) *TSXV Compliance*. The Corporation is, and will at the Closing Time be, in compliance in all material respects with the by-laws, rules and regulations of the TSXV.

(g) *No Cease Trade Orders*. No order ceasing or suspending trading in 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.

(h) *Reporting Issuer Status*. As at the date of this Agreement, the Corporation is a "reporting issuer" in good standing in all of the Qualifying Jurisdictions and is not currently in default of any requirement of Canadian Securities Laws and the Corporation is not included on a list of defaulting reporting issuers maintained by any of the Securities Commissions.

(i) *Common Shares Validly Issued*. The Offered Shares have been or, prior to the Closing Time, will be duly and validly authorized for issuance and sale pursuant to this Agreement and when issued and delivered by the Corporation pursuant to this Agreement against payment of the applicable consideration therefor, will be validly issued as fully paid and non-assessable Common Shares. Such Common Shares, upon issuance, will not be issued in violation of or subject to any pre-emptive rights

or contractual rights in favour of any person and, on the issuance thereof, such Common Shares will not be subject to any right of first refusal, or similar right in favour of any person, that is imposed under any contract, agreement or understanding to which the Corporation is a party.

(j) *Qualified Investments*. Subject to the qualifications, assumptions and limitations set out in the Final Prospectus under the heading "Eligibility for Investment", the Offered Shares will be qualified investments under the *Income Tax Act* (Canada) and the regulations under the Income Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, a registered disability savings plan, a first home savings account and tax free savings accounts.

(k) *Transfer Agent*. Computershare Investor Services Inc. at its offices in Vancouver, British Columbia has been duly appointed as the transfer agent and registrar for the Common Shares.

(l) *Absence of Rights*. No person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued shares of the Corporation or any other agreement or option, for the issue or allotment of any unissued shares of the Corporation or any other security convertible into or exchangeable for any such shares or to require the Corporation to purchase, redeem or otherwise acquire any of the issued and outstanding shares of the Corporation, except as contemplated by this Agreement or disclosed in the Prospectus.

(m) *Corporate Actions*. The Corporation has taken, or will have taken prior to the Closing Time, all necessary corporate action, (i) to authorize the execution, delivery and performance of this Agreement, (ii) to authorize the execution and filing, as applicable, of the Offering Documents, and (iii) to validly issue and sell the Offered Shares as fully paid and non-assessable Common Shares.

(n) *Valid and Binding Documents*. This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, provided that enforcement of this Agreement may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability is subject to the provisions of the *Limitations Act*, 2002 (Ontario).

(o) *No Consents, Approvals etc*. The execution and delivery of this Agreement and the fulfilment of the terms hereof by the Corporation and the issuance, sale and delivery of the Offered Shares do not and will not require the consent, approval, authorization, registration or qualification of or with any Governmental Authority, stock exchange or other third party, except (i) those which have been obtained prior

to the Closing Time, and (ii) post-closing filings required to be made to the TSXV relating to the listing of the Offered Shares.

(p) *Continuous Disclosure*. The Corporation is in compliance in all material respects with all of its continuous disclosure obligations and timely disclosure obligations under Canadian Securities Laws and, without limiting the generality of the foregoing: there has not occurred an adverse material change, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial condition or capital of the Corporation and its Material Subsidiaries (taken as a whole) which has not been publicly disclosed; the information and statements in the Documents Incorporated by Reference were true and correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR+, do not contain any misrepresentations and no material facts have been omitted therefrom which would make such information materially misleading; and the Corporation has not filed any confidential material change reports which remain confidential as at the date hereof. To the knowledge of the Corporation there are no circumstances presently existing under which liability is or could reasonably be expected to be incurred under Part XXIII.1 – Civil Liability for Secondary Market Disclosure of the *Securities Act* (Ontario) or analogous provisions under Securities Laws in the other Qualifying Jurisdictions.

(q) *Forward-Looking Information*. The Corporation has a reasonable basis for disclosing any forward-looking information contained in the Offering Documents and is not, as of the date hereof, required to update such forward-looking information pursuant to NI 51-102.

(r) *Use of Proceeds.* The Corporation currently intends to use the net proceeds from the issue and sale of the Offered Shares in accordance with the disclosure set out under the heading "Use of Proceeds" in the Prospectus.

(s) *Financial Statements*. The Financial Statements:

(i) present fairly, in all material respects, the financial position of the Corporation on a consolidated basis and the statements of operations, retained earnings, cash flow from operations and changes in financial information of the Corporation on a consolidated basis for the periods specified in such Financial Statements;

(ii) have been prepared in conformity with IFRS, applied on a consistent basis throughout the periods involved; and

(iii) do not contain any misrepresentations, with respect to the period covered by the Financial Statements.

(t) *Off-Balance Sheet Transactions*. There are no material off-balance sheet transactions, arrangements, obligations or liabilities of the Corporation or its Material Subsidiaries whether direct, indirect, absolute, contingent or otherwise

which are required to be disclosed and are not disclosed or reflected in the Financial Statements.

(u) *Accounting Policies*. There has been no change in accounting policies or practices of the Corporation or its Material Subsidiaries since May 21, 2024.

(v) *Liabilities*. Neither the Corporation nor any of the Material Subsidiaries has any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements or referred to or disclosed in this Agreement, other than liabilities, obligations, or indebtedness or commitments which would not have a Material Adverse Effect.

(w) *Independent Auditors*. The Corporation's Auditors are, and the Corporation's Former Auditors were at all relevant times, independent with respect to the Corporation within the meaning of Canadian Securities Laws and there has not been a "reportable event" (within the meaning of NI 51-102) with the auditors of the Corporation during the last three years.

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

(y) *Audit Committee*. The Corporation's board of directors has validly appointed an audit committee whose composition satisfies the requirements of NI 52-110 and the audit committee of the Corporation operates in accordance with all material requirements of NI 52-110.

(z) *Purchases and Sales*. Neither the Corporation nor any of the Material Subsidiaries has approved, has entered into any agreement in respect of, or has knowledge of:

(i) the purchase of any material Business Assets or any interest in any Business Asset other than as disclosed in the Prospectus, or the sale, transfer or other disposition of any Business Assets or any interest therein currently owned, directly or indirectly, by the Corporation or the Material Subsidiaries whether by asset sale, transfer of shares, or otherwise;

(ii) the change of control (by sale or transfer of Common Shares or sale of all or substantially all of the assets of the Corporation or the Material Subsidiaries or otherwise) of the Corporation or the Material Subsidiaries; or

(iii) a proposed or planned disposition of Common Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares or shares of the Material Subsidiaries.

(aa) *Title to Business Assets*. Subject to subsection (hh) titled "Intellectual Property" below, the Corporation and the Material Subsidiaries have good, valid and marketable title to and have all necessary rights in respect of all of their Business Assets as owned, leased, licensed, loaned or used by them, or over which they have rights, free and clear of Liens, other than as disclosed in the Prospectus, and no other rights or Business Assets are necessary for the conduct of the business of the Corporation or the Material Subsidiaries as currently conducted or as proposed to be conducted, the Corporation knows of no claim or basis for any claim that might or could have a Material Adverse Effect on the rights of the Corporation or the Material Subsidiaries to use, transfer, license, sell, operate or otherwise exploit such Business Assets and neither the Corporation nor the Material Subsidiaries have any obligation to pay any commission, license fee or similar payment to any person in respect thereof, other than as disclosed in the Prospectus.

(bb) *Regulatory Approvals and Authorizations*. The Corporation and the Material Subsidiaries have obtained and are in compliance with all regulatory approvals, licenses (including operational licenses), consents, permits, certificates, registrations, filings and authorizations under all Applicable Laws in the jurisdictions in which they carry on business, to permit them to conduct their business as currently conducted or proposed to be conducted. The Corporation and the Material Subsidiaries have obtained all required regulatory approvals and are in compliance with all Applicable Laws and regulations, including those laws and regulations governing the "maritime robotics" industry.

(cc) *Operation of the Business*. Other than as described in the Prospectus, all agreements with third party contractors for the provision of equipment or services in connection with the business of the Corporation and the Material Subsidiaries have been entered into and are being performed by the Corporation and the Material Subsidiaries and, to the knowledge of the Corporation, by all other third parties, in compliance with their terms and all standard, mandatory or necessary precautions, calibrations, checks and tests have been and are being undertaken in connection therewith. To the knowledge of the Corporation, there are no technical issues, defects or failures with respect to any of the Corporation's existing sensor products, cameras, hardware or related infrastructure, except in each case as could not reasonably be expected to have a Material Adverse Effect.

(dd) *Business Relationships*. There exists no actual or, to the knowledge of the Corporation, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Corporation or the Material 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 the Material Subsidiaries are individually or in the aggregate material to the assets, business,

properties, operations or financial condition of the Corporation or the Material Subsidiaries. All such business relationships are intact and mutually cooperative, and there exists no condition or state of fact or circumstances that would prevent the Corporation or the Material Subsidiaries from conducting such business with any such supplier or customer, or group of suppliers or customers in the same manner in all material respects as currently conducted or proposed to be conducted.

(ee) *Real Property*. Neither the Corporation nor any of the Material Subsidiaries owns or has any rights, title or interest whatsoever in any real property, other than leases for Leased Premises.

(ff) *Leased Premises*. With respect to any Leased Premises, the Corporation or any of the Material Subsidiaries who occupy the Leased Premises have the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation or the Material Subsidiaries occupy 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 in this Agreement by the Corporation, will not afford any of the parties to such leases or any other person the right to terminate such lease or result in any additional or more onerous obligations under such leases.

(gg) *Environmental and Workplace Laws*. Each of the Corporation and the Material Subsidiaries are currently in compliance with any and all applicable federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, policy or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to the environment or environmental issues (including air, surface, water and underwater matters), pollution or protection of human health and safety; 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. The facilities and operations of the Corporation and the Material Subsidiaries are currently being conducted, and to the knowledge of the Corporation have been conducted, in all material respects in accordance with all applicable workers' compensation and health and safety and workplace laws, regulations and policies.

(hh) *Intellectual Property*.

(i) the Corporation and/or the Material Subsidiaries are the exclusive owners of and possess all right, title and interest in and to all registered Corporation IP or have a license or right to use, sell and license all of the Licensed IP as disclosed in the Prospectus, such Intellectual Property being all the material Intellectual Property that is used by the Corporation or the Material Subsidiaries in connection with their businesses and operations as presently conducted or proposed to be conducted (as described in the Prospectus) free

and clear of all Liens, with good and marketable title or to their knowledge valid licenses and subject to the terms and conditions of the licenses;

(ii) the Corporation and the Material Subsidiaries have taken all commercially reasonable steps to validly maintain, and have not taken any steps that could constitute abandonment of, the registered Corporation IP, including paying all necessary fees and filing all appropriate registrations, affidavits and renewals with the appropriate Governmental Authorities;

(iii) the Corporation and the Material Subsidiaries, as applicable, have entered into, to their knowledge, valid and enforceable written agreements pursuant to which the Corporation and the Material Subsidiaries, as applicable, have been granted all licenses and permissions to use, reproduce, sub-license, sell, modify, update, enhance or otherwise exploit any Licensed IP to the extent required to operate all material aspects of the business of the Corporation and the Material Subsidiaries, as currently conducted and proposed to be conducted (as described in the Prospectus);

(iv) all of the Corporation IP owned by the Corporation or the Material Subsidiaries was created by: (A) employees in the course of their employment, or (B) by contractors or others who have transferred and assigned all of their rights in and to such Corporation IP to the Corporation or the Material Subsidiaries pursuant to written assignment agreements and have waived their moral rights and rights of a similar nature in and to such Intellectual Property;

(v) each employee of and contractor to the Corporation or the Material Subsidiaries has signed a confidentiality and non-disclosure agreement and, to the knowledge of the Corporation, there have not been any material breaches of such confidentiality and non-disclosure agreements and the employment of any employee or the retainer of any consultant of the Corporation or the Material Subsidiaries does not, to the knowledge of the Corporation, violate any non-disclosure or non-competition agreement between any employee or consultant and a third party;

(vi) except for such licenses, sublicenses and other agreements relating to off-the-shelf Software, which is commercially available on a retail basis, each of the Corporation and the Material Subsidiaries has performed all obligations imposed upon it pursuant to all licenses, sublicenses, distributor agreements, and other agreements under which the Corporation or the Material Subsidiaries is either a licensor, licensee or distributor, relating to the Corporation IP or the Licensed IP, all of which, to their knowledge, are valid, enforceable and in full force and effect and which contain terms and conditions prohibiting the unauthorized use, reproduction, disclosure, reverse engineering or transfer of such Intellectual Property and neither the Corporation nor the Material Subsidiaries, nor to the knowledge of the Corporation any other party, is in breach of or default in any material

respect, nor is there any event which with notice or lapse of time or both would constitute a material default;

(vii) to the knowledge of the Corporation, none of the Corporation IP or the Licensed IP, the business operations, or the products or services owned, used, developed, sold, provided, imported, made, licensed or otherwise exploited by the Corporation or the Material Subsidiaries, and which are material to the Corporation or the Material Subsidiaries, infringes upon or otherwise violates any Intellectual Property rights of others;

(viii) to the knowledge of the Corporation, none of the Corporation IP or the Licensed IP is subject to any outstanding order, and no claims are pending or threatened, which (A) challenge the validity, enforceability, use, ownership or right in or to any such Intellectual Property, (B) allege that the operation of the Corporation or the Material Subsidiaries' business as now conducted infringes or otherwise violates any Intellectual Property right or other proprietary rights(s) of a third party and the Corporation has no knowledge of any facts which would form a valid basis for any such claim, or (C) contest the right of the Corporation or the Material Subsidiaries to sell, license or use any material products or services of the Corporation or the Material Subsidiaries;

(ix) to the knowledge of the Corporation, no person is infringing upon or otherwise violating the Corporation IP or the Licensed IP and neither the Corporation nor the Material Subsidiaries have brought or threatened any action, suit or proceeding for unauthorized use, disclosure, infringement or misappropriation of such Intellectual Property or breach of any license or agreement involving such Intellectual Property against any third party;

(x) each of the Corporation and the Material Subsidiaries has taken all commercially reasonable actions to maintain and protect each item of the Corporation IP, including taking all commercially reasonable actions and precautions to protect the secrecy, confidentiality and value of its Trade Secrets and the proprietary and confidential nature and value of its Intellectual Property;

(xi) all copies of Software distributed in connection with the business of the Corporation or the Material Subsidiaries have been distributed solely in object form, and each copy so distributed is, to its knowledge, the subject of a valid, existing and enforceable license agreement; each of the Corporation and the Material Subsidiaries has in its possession copies of source code for all Software owned by it and each of them has treated all source code for all Software as confidential and proprietary business information and has taken all reasonable steps to protect the same Trade Secrets, such source code is fully documented in a manner that a reasonably skilled programmer could understand, modify, compile and otherwise

utilize all aspects of the related computer programs without reference to other sources of information;

(xii) (A) subject to Section 8(hh)(xii)(B), neither the Corporation nor the Material Subsidiaries have used open source Software in any manner, to its knowledge, where such use would require disclosure or distribution in source code form, require the licensing for the purpose of making derivative works, impose any restriction on the consideration to be charged for the distribution of such open source Software, create, or purport to create, obligations for the Corporation or the Material Subsidiaries with respect to Intellectual Property owned by either of them or grant, or purport to grant, to any third party, any rights or immunities under Intellectual Property owned by the Corporation or the Material Subsidiaries, or impose any other material limitation, restriction or condition on the rights of the Corporation or the Material Subsidiaries with respect to use or distribution of their own Software; and

(B) with respect to any open source Software that is or has been used by the Corporation or the Material Subsidiaries in any way, such use has been and is in compliance with all applicable licenses in respect of the open source Software.

(ii) *Data Security*. Each of the Corporation and the Material Subsidiaries has made backups of all material Software and databases used by it and maintain such backups at a secure off-site location. The Corporation and the Material Subsidiaries have taken all reasonable steps (i) to maintain the integrity and security of its systems and network infrastructure in connection with the collection, transmission and storage of electronic data, including video and imagery, (ii) to block the distribution of sensitive imagery which may be harmful to or breach the security interests of any country, and (iii) to protect the information technology and communication systems used in connection with their operations and business from contamination, corruption, computer viruses, firewall breaches, sabotage, hacking or other Software routines or hardware components that would permit material unauthorized access or the unauthorized disablement, theft or erasure of its information technology systems, communication systems, imagery, products or Software. The Corporation and the Material Subsidiaries have disaster recovery and security plans and procedures in place and there have been no material unauthorized intrusions or breaches of the security of the information technology or communication systems used in connection with their operations and business.

(jj) *Privacy Protection*. Each of the Corporation and the Material Subsidiaries has security measures and safeguards in place to protect personal information it collects from 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 Material Subsidiaries have complied with all applicable privacy and consumer

protection legislation and none of them 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 Material Subsidiaries have taken reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse.

(kk) *Insurance*. The Corporation and the Material Subsidiaries maintain insurance against loss of, or damage to, the Business Assets on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage are in good standing in all respects and not in default except in each case as could not reasonably be expected to have a Material Adverse Effect, and the Corporation has not failed to promptly give any notice of any material claim.

(ll) *Material Agreements*. The Prospectus discloses, to the extent required by applicable Canadian Securities Laws, all Material Agreements of the Corporation and the Material Subsidiaries. Each Material Agreement is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with its terms. The Corporation and the Material Subsidiaries have performed all material obligations in a timely manner under each Material Agreement. Neither the Corporation nor any of the Material Subsidiaries is in violation, breach, or default nor has it received any notification from any party claiming that the Corporation or any of the Material Subsidiaries is in breach, violation or default under any Material Agreement and no other party, to the knowledge of the Corporation, is in breach, violation or default of any term under any Material Agreement.

(mm) *No Material Changes*. Since December 31, 2023, other than as disclosed in the Prospectus (i) there has been no material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise) business, condition (financial or otherwise), properties, capital or results of operations of the Corporation and the Material Subsidiaries considered as one enterprise, and (ii) there have been no transactions entered into by the Corporation or the Material Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Corporation and the Material Subsidiaries considered as one enterprise.

(nn) *Absence of Proceedings*. There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency, governmental instrumentality or body, domestic or foreign, now pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation, the Business Assets, or any subsidiary which is required to be disclosed in the Prospectus, and which if not so disclosed, or which if determined adversely, would have a Material Adverse Effect, or would materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Corporation of its obligations pursuant to this Agreement. The aggregate of all pending legal or governmental proceedings to which the Corporation or any Material Subsidiaries is a party or of which any of their respective property or assets is subject, which are

not described in the Prospectus include only ordinary routine litigation incidental to the business, properties and assets of the Corporation and the subsidiaries and would not reasonably be expected to result in a Material Adverse Effect.

(oo) *Absence of Defaults and Conflicts*. Neither the Corporation nor the Material Subsidiaries is in violation, default or breach of, and the execution, delivery and performance of this Agreement by the Corporation and the consummation of the transactions and compliance by the Corporation with its obligations hereunder, including the issuance, sale and delivery of the Offered Shares and the grant of the Over-Allotment Option, do not and will not result in a violation, default or breach of, or be in conflict with, or create a state of facts which after notice or lapse of time, or both, would constitute a default under, or result in the creation or imposition of any Lien upon any property or assets of the Corporation or the Material Subsidiaries under the terms or provisions of:

(i) any Material Agreement;

(ii) the articles or by-laws or other constating documents or resolutions of the directors or shareholders of the Corporation or the Material Subsidiaries;

(iii) any law, statute, rule, regulation including Canadian Securities Laws and the rules and regulations of the TSXV, applicable to the Corporation or any of the Material Subsidiaries;

(iv) any judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Corporation, or the Material Subsidiaries or any of their assets, properties or operations; or

(v) any agreement, license, authorization or permit necessary for the conduct of the business of the Corporation or the Material Subsidiaries to which any of the Corporation or the Material Subsidiaries is party or bound or to which any of the business, operations, property or assets of the Corporation or the Material Subsidiaries is subject;

which violation or default would, individually or in the aggregate: (A) result in a Material Adverse Effect on the condition of the Corporation or (B) materially impair the ability of the Corporation to perform its obligations under this Agreement.

(pp) *Labour*. No material labour dispute with the employees of the Corporation or the Material Subsidiaries currently exists or, to the knowledge of the Corporation, is imminent. Neither the Corporation nor the Material Subsidiaries is a party to any collective bargaining agreement and, to the knowledge of the Corporation, no action has been taken or is contemplated to organize any employees of the Corporation or the Material Subsidiaries.

(qq) *Taxes*. All tax returns, reports, elections, remittances and payments of the Corporation and the Material Subsidiaries required by Applicable Law to have been filed or made in any applicable jurisdiction, have been filed or made (as the case may be) and are true, complete and correct except where the failure to make such filing, election, or remittance and payment would not constitute a Material Adverse Effect, and all taxes of the Corporation and of the subsidiaries have been paid or accrued in the Financial Statements (except as any extension may have been requested or granted and in any case in which the failure to file, pay or accrue such taxes would not result in a Material Adverse Effect). To the knowledge of the Corporation, after due enquiry, no examination of any tax return of the Corporation or the Material Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Corporation or the Material Subsidiaries.

(rr) *Unlawful Payment*. Neither the Corporation nor the Material Subsidiaries nor, to the knowledge of the Corporation, any employee or agent of the Corporation or the Material Subsidiaries, has made any direct or indirect unlawful contribution or other payment to any official of, or candidate for, any Canadian or United States federal, state, provincial or municipal office or any similar office of any other country, or failed to disclose fully any contribution, in violation of any law, or made any payment to any federal, provincial, state or municipal governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by Applicable Laws.

(ss) *Foreign Corrupt Practices Act.* None of the Corporation, any of its Material Subsidiaries or, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or other person acting on behalf of the Corporation or any of its Material Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the *Foreign Corrupt Practices Act of 1977*, as amended, and the rules and regulations thereunder (the "**FCPA**") or the *Corruption of Foreign Public Officials Act* (Canada), as amended (the "**CFPOA**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA), or any "foreign public official" (as such term is defined in the CFPOA), or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the CFPOA, and the Corporation and, to the knowledge of the Corporation, its Material Subsidiaries have conducted their businesses in compliance with the FCPA and the CFPOA.

(tt) *Money Laundering Laws*. The operations of the Corporation and its Material Subsidiaries are, and, to the knowledge of the Corporation, have been conducted at all times, in compliance with all material applicable financial recordkeeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the money laundering statutes of all applicable

jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or any of its Material Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened.

(uu) *Significant Acquisitions*. The Corporation has not completed any "significant acquisition" nor is it proposing any "probable acquisitions" (as such terms are defined in NI 51-102) that would require the inclusion or incorporation by reference of any additional financial statements or pro forma financial statements in the Prospectus or the filing of a "business acquisition report" (as such term is defined in NI 51-102) pursuant to Canadian Securities Laws.

(vv) *Corporation Short Form Eligible*. The Corporation is qualified to file a prospectus in the form of a short form prospectus in each of the Qualifying Jurisdictions pursuant to applicable Canadian Securities Laws and on the date of and upon filing of the Final Prospectus there will be no documents required to be filed under the Canadian Securities Laws in connection with the distribution of the Offered Shares that will not have been filed as required.

(ww) *Compliance with Laws*. The Corporation has complied, or will have complied, in all material respects with all relevant statutory and regulatory requirements required to be complied with prior to the Closing Time in connection with the Offering. Neither the Corporation nor the Material Subsidiaries are aware of any legislation or proposed legislation, which they anticipate will have a Material Adverse Effect.

(xx) *No Loans*. Neither the Corporation nor the Material Subsidiaries have made any material loans to or guaranteed the material obligations of any person, except as disclosed in the Prospectus.

(yy) *Directors and Officers*. None of the directors or officers of the Corporation are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.

(zz) *Minute Books and Records*. The minute books and records of the Corporation and the Material Subsidiaries which have been made available to counsel for the Underwriters in connection with their due diligence investigation of the Corporation for the period from the respective dates of incorporation to the date hereof are all of the minute books and records of the Corporation and the Material Subsidiaries and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Corporation and the Material Subsidiaries, as the case may be, to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders,

directors or any committees of the directors of the Corporation and the Material Subsidiaries to the date hereof not reflected in such minute books and other records, other than those which have been disclosed to the Underwriters or which are not material in the context of the Corporation and the Material Subsidiaries.

(aaa) *Employee Plans*. The Documents Incorporated by Reference disclose, 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 the Corporation (the "**Employee Plans**"), each of which has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans.

(bbb) *No Dividends*. During the previous 12 months, the Corporation has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its Common Shares or securities or agreed to do any of the foregoing. There are no restrictions upon or impediment to, the declaration or payment of dividends by the directors of the Corporation or the payment of dividends by the Corporation in the constating documents or in any Material Agreements.

(ccc) *Fees and Commissions*. Other than the Underwriters (and their selling group members) pursuant to this Agreement, there is no other person acting at the request of the Corporation, or to the knowledge of the Corporation, purporting to act who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein.

(ddd) *Entitlement to Proceeds*. Other than the Corporation, there is no person that is or will be entitled to demand the proceeds of the Offering.

(eee) *Related Parties*. None of the directors, officers or employees of the Corporation or the Material Subsidiaries or any person who owns or exercises control over, directly or indirectly, more than 10% of the Common Shares, or any associate or affiliate of any of the foregoing, has or 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 Material Subsidiaries, on a consolidated basis. Neither the Corporation nor the Material Subsidiaries has any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) with them.

(fff) *Full Disclosure*. The Corporation has not withheld and will not withhold from the Underwriters prior to the Closing Time, any material facts relating to the Corporation, its Material Subsidiaries or the Offering.

(hhh) *U.S. Private Placement Memorandum.* The U.S. Private Placement Memorandum has been prepared in a form customary for a private placement offering of equity securities of a Canadian issuer into the United States pursuant to Rule 144A concurrent with a public offering in Canada, and does not and will not contain any material disclosures regarding the Corporation or its subsidiaries other than as set forth in the Prospectus or in any Prospectus Amendment, if any, in each case, that is included therein.

Section 9 Covenants of the Corporation

The Corporation covenants and agrees with the Underwriters, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Offered Shares, as follows:

(1) *Notification of Filings*. The Corporation will advise the Underwriters, promptly after receiving notice thereof, of the time when the Offering Documents have been filed and receipts, as applicable, therefor have been obtained and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipts.

(2) *Standstill*. The Corporation will not directly or indirectly, for a period commencing on the date of this Agreement and ending 90 days after the Closing Date, without the prior written consent of the Lead Underwriter, on behalf of the Underwriters, such consent not to be unreasonably withheld or delayed, authorize, sell or issue or announce its intention to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Corporation (including those that are convertible or exchangeable into securities of the Corporation) except in conjunction with: (a) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements; (b) the exercise of convertible securities of the Corporation outstanding as of the date hereof; (c) obligations of the Corporation in respect of agreements existing as of the date hereof; (d) the issuance of securities by the Corporation in connection with acquisitions in the normal course of business; or (e) in the case of a person other than the Corporation, in order to accept a bona fide take-over bid made to all securityholders of the Corporation or similar business combination transaction.

(3) *Lock-Up Agreements*. The Corporation will cause each of the directors and officers of the Corporation and each person holding more than 10% of the Common Shares (on a fully diluted basis) to enter into lock-up agreements in a form satisfactory to the Corporation and the Lead Underwriter, on behalf of the Underwriters, each acting reasonably pursuant to which each such person agrees not to directly or indirectly, offer, sell, contract to sell, grant any option to purchase, pledge, or otherwise transfer, dispose of or monetize, or engage in any transaction or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to any Common Shares or securities convertible into Common Shares, or announce any intention to do any of the foregoing, for a period of 90 days after the Closing Date, without the consent of the Lead Underwriter,

on behalf of the Underwriters, except in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements, provided that the exercise price of any new grant shall not be less than the Offering Price; (ii) the exercise of convertible securities of the Corporation outstanding as of the date hereof; (iii) obligations of the Corporation in respect of agreements existing as of the date hereof; (iv) the issuance of securities by the Corporation in connection with acquisitions in the normal course of business; or (v) in the case of a person other than the Corporation, in order to accept a bona fide take-over bid made to all securityholders of the Corporation or similar business combination transaction.

(4) *Maintain Reporting Issuer Status*. The Corporation will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent) not in default of the requirements of the Canadian Securities Laws in each of the Qualifying Jurisdictions, to the date that is at least 12 months following the Closing Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation.

(5) *Maintain Stock Exchange Listing*. The Corporation will use its commercially reasonable best efforts to maintain the listing of the Common Shares (including those issuable pursuant to the Offering) on the TSXV or such other recognized stock exchange or quotation system as the Lead Underwriter, on behalf of the Underwriters, may approve, acting reasonably, for a period of at least 12 months following the Closing Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation.

(6) *Validly Issued Shares*. The Corporation will, provided it receives payment therefor, ensure that at the Closing Time the Offered Shares and, if applicable, the Over-Allotment Shares, have been duly and validly issued as fully paid and non-assessable Common Shares.

(7) *Use of Proceeds*. The Corporation will use the net proceeds of the Offering in the manner specified in the Prospectus under the heading "Use of Proceeds", including circumstances where, for sound business reasons, a reallocation of the net proceeds may be necessary.

(8) *Consents and Approvals*. The Corporation will have made or obtained, as applicable, at or prior to the Closing Time, all consents, approval, permits, authorizations or filings as may be required by the Corporation under Securities Laws necessary for the consummation of the transactions contemplated herein, other than customary post-closing filings required to be submitted within the applicable time frame pursuant to Securities Laws and the rules of the TSXV.

(9) *Closing Conditions*. The Corporation will use commercially reasonable efforts to fulfill or caused to be fulfilled, each of the conditions set out in Section 11 hereof.

Section 10 Representations and Warranties of the Underwriters

(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 applicable Canadian Securities Laws so as to permit it to lawfully fulfill its obligations hereunder; and

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

(2) The Underwriters hereby severally, and not jointly, nor jointly and severally, covenant and agree with the Corporation, the following:

(a) *Jurisdictions*. During the period of distribution of the Offered Shares by or through the Underwriters, the Underwriters will offer and sell Offered Shares to the public only in the Selling Jurisdictions where they may lawfully be offered for sale upon the terms and conditions set forth in the Prospectus and this Agreement either directly or through other registered investment dealers and brokers (the Underwriters, together with such investment dealers and brokers, are referred to herein as the "**Selling Firms**"). The Underwriters shall be entitled to assume that the Offered Shares are qualified for distribution in any Qualifying Jurisdiction following the filing of the Prospectus.

(b) *Compliance with Securities Laws*. The Underwriters will comply, and will use reasonable commercial efforts to cause any Selling Firms to comply, with applicable Securities Laws in connection with the offer and sale and distribution of the Offered Shares.

(c) *U.S. Sales*. The Underwriters will not directly or indirectly, solicit offers to purchase or sell the Offered Shares or deliver any Offering Document to purchasers so as to require registration of the Common Shares, or filing of a prospectus or registration statement with respect to those Offered Shares under the laws of any jurisdiction other than the Qualifying Jurisdictions, including, without limitation, the United States. Any offer or sales of Offered Shares (including any unsold allotment of Offered Shares) in the United States and to U.S. Persons will be made in accordance with the terms and conditions set out in this Agreement and the U.S. Private Placement Memorandum. The terms and conditions and the representations and warranties and covenants of the parties contained in Appendix I to Schedule "A" form part of this Agreement.

(d) *Completion of Distribution*. Each of the Underwriters will use its commercially reasonable efforts to complete the distribution of the Offered Shares as promptly as possible after the Closing Time. The Lead Underwriter will notify the Corporation when, in the opinion of the Lead Underwriter, the distribution of the Offered Shares shall have ceased and, within 30 calendar days after completion of the distribution,

will provide the Corporation, in writing, with a breakdown of the total proceeds realized or number of Offered Shares sold (i) in each of the Qualifying Jurisdictions, and (ii) in any other Selling Jurisdictions.

(e) *Liability on Default*. No Underwriter shall be liable to the Corporation under this Section 9 with respect to a breach or default by another Underwriter or a Selling Firm appointed by another Underwriter under Section 9(2)(a).

Section 11 Conditions of Closing

The Underwriters' obligation to purchase the Offered Shares pursuant to this Agreement (including the obligation to complete the purchase of the Initial Shares and the Over-Allotment Shares, as the case may be) shall be subject to the following conditions having been met at the Closing Time:

(1) the Underwriters receiving at the Closing Time, favourable legal opinions from Gowling WLG (Canada) LLP, counsel to the Corporation (who may rely, to the extent appropriate in the circumstances, on the opinions of local counsel acceptable to counsel to the Lead Underwriter as to the qualification of the Offered Shares for sale to the public and as to other matters governed by the laws of jurisdictions in Canada other than the provinces in which they are qualified to practice and may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers, public and exchange officials or of the auditor or Transfer Agent of the Corporation), to the effect set forth below:

(a) the Corporation is a corporation continued and existing under the *Canada Business Corporations Act* and has all requisite corporate power and capacity to carry on business as presently carried on, to own and lease its properties and assets;

(b) the Corporation has all necessary corporate power and authority to (i) execute, deliver and perform its obligations under this Agreement, (ii) to create, issue and sell the Offered Shares, and (iii) to grant the Over-Allotment Option;

(c) the authorized and issued capital of the Corporation as at the Closing Time;

(d) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and this Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency 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 set out in this Agreement may be limited by Applicable Law;

(e) the execution and delivery of this Agreement and the fulfilment of the terms of this Agreement by the Corporation and the issuance, sale and delivery of the Offered Shares and the grant of the Over-Allotment Option, do not and will not result in a

breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with (i) any term or provision in the articles or by-laws of the Corporation, including any resolutions of the shareholders or directors of the Corporation, or (ii) the laws of the Province of Ontario or the federal laws of Canada applicable therein;

(f) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Offering Documents (and any Prospectus Amendment) and the filing thereof with the Securities Commissions in the Qualifying Jurisdictions;

(g) the Offered Shares have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(h) the Over-Allotment Option has been duly and validly authorized and granted by the Corporation, and the Over-Allotment Shares issuable upon the exercise of the Over-Allotment Option have been duly and validly created, allotted and reserved for issuance by the Corporation and, upon the exercise of the Over-Allotment Option, including receipt by the Corporation of payment in full therefor, the Over-Allotment Shares will be duly and validly created, authorized, issued and outstanding and the Over-Allotment Shares will be fully paid and non-assessable shares;

(i) all necessary documents have been filed, all necessary proceedings have been taken and all necessary authorizations, approvals, permits, consents and orders have been obtained under Canadian Securities Laws to qualify the distribution to the public of the Offered Shares in the Qualifying Jurisdictions by or through persons who are duly registered under the applicable Canadian Securities Laws and who have complied with the relevant provisions of such applicable Canadian Securities Laws and to qualify the grant of the Over-Allotment Option;

(j) the statements set forth in the Prospectus under the heading “Eligibility for Investment” are accurate summaries of the matters described, subject to the assumptions, limitations and qualifications set out therein;

(k) subject only to standard listing conditions, the Offered Shares and the Over-Allotment Shares have been conditionally listed or approved for listing on the TSXV;

(l) Computershare Investor Services Inc. has been duly appointed as registrar and transfer agent of the Common Shares; and

(m) the attributes of the Offered Shares conform in all material respects with the description thereof contained in the Prospectus.

in form and substance acceptable to the Lead Underwriter and its counsel, acting reasonably;

(2) if any of the Offered Shares are offered or sold in the United States or to, or for the account or benefit of, U.S. Persons, the Underwriters shall have received at the Closing Time a customary and favourable legal opinion dated the Closing Date in form and substance reasonably satisfactory to the Lead Underwriter to the effect that no registration is required under the U.S. Securities Act in connection with the offer and resale of the Offered Shares under Rule 144A to Qualified Institutional Buyers, provided, that such offer, resale and delivery of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, is made in compliance with this Agreement, including the terms set out in Schedule "A" hereto, and the U.S. Private Placement Memorandum, and provided further that it being understood that no opinion is expressed as to any subsequent resale of any Offered Shares;

(3) the Underwriters receiving, at the Closing Time, favourable legal opinions from legal counsel to the Corporation acceptable to the Lead Underwriter, regarding each of the Canadian Material Subsidiaries in a form acceptable to the Lead Underwriter and its counsel, acting reasonably, to the effect set out below:

(a) the Material Subsidiary having been incorporated and existing under its jurisdiction of incorporation;

(b) the Material Subsidiary having the corporate capacity and power to own and lease its properties and assets and to conduct its business as described in the Prospectus; and

(c) as to the authorized and issued share capital of the Material Subsidiary and to the ownership thereof;

(4) the Underwriters having received certificates dated the Closing Date and signed by two senior officers of the Corporation as may be acceptable to the Lead Underwriter, acting reasonably, in form and substance satisfactory to the Lead Underwriter, acting reasonably, with respect to:

(a) the constating documents of the Corporation;

(b) the resolutions of the directors of the Corporation relevant to: (i) the Offering Documents; (ii) the sale of the Offered Shares; (iii) the grant of the Over-Allotment Option; and (iv) the authorization of this Agreement and the transactions contemplated herein; and

(c) the incumbency and signatures of signing officers for the Corporation;

(5) the Underwriters receiving certificates of status and/or compliance, where issuable under Applicable Law, for the Corporation and each Canadian Material Subsidiary, each dated within one Business Day prior to the Closing Date;

(6) the Underwriters receiving an auditors "bring down" comfort letter dated the Closing Date from each of the Corporation's Auditors and the Corporation's Former Auditors, in form and substance satisfactory to the Lead Underwriter, acting reasonably, bringing forward to

a date not more than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in Section 5(1)(c) hereof;

(7) the Underwriters receiving a certificate dated the Closing Date and signed by the Chief Executive Officer and the Chief Financial Officer or such other senior officer(s) of the Corporation as may be acceptable to the Lead Underwriter, certifying for and on behalf of the Corporation and without personal liability, that to the best of the knowledge, information and belief of the persons so signing, after having made due enquiries, that:

(a) no order, ruling or determination having the effect of suspending the sale or ceasing the trading or prohibiting the sale of the Offered Shares or any other securities of the Corporation (including the Common Shares) has been issued by any regulatory authority or governmental entity (including any stock exchange) and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority or governmental entity (including any stock exchange);

(b) since the respective dates as of which information is given in the Final Prospectus, (i) there has been no material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), prospects or capital of the Corporation on a consolidated basis, and (ii) no transaction has been entered into by either the Corporation or the Material Subsidiaries that would be material to them on a consolidated basis, other than as disclosed in the Final Prospectus or any Prospectus Amendment, as the case may be;

(c) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained in the Final Prospectus which fact or change is, or may be, of such a nature as to render any statement in the Final Prospectus misleading or untrue in any material respect or which would result in a misrepresentation in the Final Prospectus or which would result in the Final Prospectus not complying with applicable Canadian Securities Laws;

(d) the Corporation has complied in all material respects with all the covenants and satisfied in all material respects all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;

(e) the representations and warranties of the Corporation contained in this Agreement, and in any certificates of the Corporation delivered pursuant to or in connection with this Agreement, are true and correct in all material respects as of the Closing Time as if such representations and warranties were made as at the Closing Time (except for any representations and warranties made as at a specified date, the accuracy of which will be determined as of that specified date instead of the Closing Time), after giving effect to the transactions contemplated hereby; and

(f) the Final Prospectus is true and correct in all material respects and contains no misrepresentation, constitutes full, true and plain disclosure of all material facts

relating to the Offered Shares and to the Corporation and its subsidiaries considered as a whole and does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading;

(8) the Underwriters receiving executed lock-up agreements, in favour of the Underwriters, from each director and officer of the Corporation and each person holding more than 10% of the Common Shares in a form satisfactory to the Lead Underwriter as required pursuant to Section 9(3) of this Agreement;

(9) the Underwriters receiving a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at the end of the Business Day prior to the Closing Date;

(10) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Offered Shares or any of the Corporation's securities being issued and no proceeding for such purpose being pending or, to the knowledge of the Corporation, threatened by any securities regulatory authority or the TSXV;

(11) the Corporation having delivered to the Underwriters evidence of the approval (or conditional approval) of the listing and posting for trading of the Offered Shares and Over-Allotment Shares on the TSXV, subject only to satisfaction by the Corporation of standard listing conditions;

(12) the Corporation having complied in all material respects with all of its covenants and obligations under this Agreement required to be complied with at or prior to the Closing Time;

(13) the Underwriters not having exercised any rights of termination set forth herein; and

(14) the Underwriters having received such further certificates, opinions of counsel and other documentation from the Corporation contemplated herein, provided, however, that the Underwriters or their counsel shall request any such certificate or document within a reasonable period prior to the Closing Time that is sufficient for the Corporation to obtain and deliver such certificate, opinion or document.

Section 12 Closing

(1) *Location of Closing*. The Offering will be completed electronically at the Closing Time.

(2) *Securities*. At the Closing Time, subject to the terms and conditions contained in this Agreement, the Corporation shall deliver to the Underwriters in Toronto, Ontario, the Initial Shares in electronic form, unless otherwise directed by the Lead Underwriter, on behalf of the Underwriters, against payment to the Corporation by the Underwriters of the aggregate Offering Price for the Initial Shares by wire transfer or certified cheque, net of the Commission and expenses of the Underwriters payable by the Corporation as set out in this Agreement.

(3) *Settlement*. Except for issuances to purchasers that are, or are acting for the account or benefit of, a person in the United States or a U.S. Person (except Qualified Institutional Buyers) who shall be issued the Initial Shares in a certificated form, the Corporation shall cause the Transfer Agent to issue electronically and register through the non-certificated inventory process, the Initial Shares against payment therefor in the manner as set forth above, such electronic issuance being registered in the name of CDS (or in such other name as Cormark, on behalf of the Underwriters, may direct); and

(a) Cormark will create an instant deposit in CDS's automated clearing and settlement system in the aggregate amount of Initial Shares to be purchased through the non-certificated inventory process and shall provide the deposit identification number (the "**Deposit ID**") to the Transfer Agent prior to the Closing Time to permit the further crediting of the accounts of those participants of CDS acting on behalf of purchasers of such Initial Shares;

(b) the Corporation shall provide an executed treasury direction, dated as of the Closing Date, to the Transfer Agent authorizing and directing the Transfer Agent to issue a non-certificated inventory credit to CDS in the amount equal to the aggregate number of Initial Shares to be purchased through the non-certificated inventory process; and

(c) the Corporation shall cause the Transfer Agent to electronically confirm the CDS deposit represented by the Deposit ID.

Section 13 Closing of the Over-Allotment Option

(1) *Closing*. The purchase and sale of the Over-Allotment Shares, if required, shall be completed at such time and place as the Lead Underwriter and the Corporation may agree, but in no event shall such Closing occur later than five Business Days after written notice to purchase Over-Allotment Shares under the Over-Allotment Option is given in the manner contemplated herein.

(2) *Securities*. At the Closing of the Over-Allotment Option, subject to the terms and conditions contained in this Agreement, the Corporation shall deliver to the Underwriters the Over-Allotment Shares, in electronic or certificated form, registered as directed by the Lead Underwriter, against payment to the Corporation by the Underwriters of the aggregate Offering Price for the Over-Allotment Shares being issued and sold by wire transfer or certified cheque, net of the Commission and any expenses of the Underwriters payable by the Corporation as set out in this Agreement.

(3) *Deliveries*. The applicable terms, conditions and provisions of this Agreement (including the provisions of Section 11 relating to Closing deliveries) shall apply *mutatis mutandis* to the Closing of the issuance of any Over-Allotment Shares pursuant to any exercise of the Over-Allotment Option.

(4) *Adjustments*. In the event that the Corporation shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the Offering Price and to

the number of Over-Allotment Shares issuable on exercise thereof such that the Underwriters are entitled to arrange for the sale of the same number and type of securities that the Underwriters would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

Section 14 Indemnification and Contribution

(1) The Corporation (collectively, the "**Indemnitor**") hereby agrees to indemnify and save harmless each of the Underwriters, and/or any of their respective affiliates and each of their respective directors, officers, employees, partners, agents, shareholders, each other person, if any, controlling the Underwriters or any of their Material Subsidiaries (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") to the full extent lawful, from and against any and all expenses, losses (excluding loss of profits), claims, actions (including shareholder actions, derivative or otherwise), suits, proceedings, damages (excluding consequential damages), liabilities or expenses of whatever nature or kind, whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, and the reasonable fees and expenses of their counsel (collectively, the "**Losses**") that may be incurred in investigating or advising with respect to and/or defending or settling third party action, suit, proceeding, investigation or claim (collectively, the "**Claims**") that may be made or threatened against the Indemnified Parties or to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such Losses and/or Claims arise out of or are based, directly or indirectly, upon:

(a) the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement;

(b) any breach or alleged breach or non-performance of any representation, warranty or covenant made by the Corporation contained herein or in any certificate or other document of the Corporation or of any officers thereof delivered hereunder or pursuant hereto or the failure of the Corporation to comply with any of their obligations hereunder;

(c) any statement or information contained in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material (other than any statement relating solely to the Underwriters and provided by the Underwriters in writing for inclusion in such document) containing or being alleged to contain a misrepresentation (for the purposes of Canadian Securities Laws) or being alleged to be untrue, false or misleading;

(d) the non-compliance or alleged non-compliance by the Corporation with any requirement of Canadian Securities Laws; or

(e) any order made or inquiry, investigation or proceedings (formal or informal) commenced or threatened by any officer or official of any Governmental Authority

based upon the circumstances described in Section 14(1)(c) which operates to prevent or restrict trading in or distribution of the Offered Shares or any other securities of the Corporation in any of the Qualifying Jurisdictions,

provided that, this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses were caused by the gross negligence, wilful misconduct or intentional fault of the Indemnified Party.

(2) If for any reason (other than a determination as to any of the events referred to above) the foregoing indemnity is unavailable to an Indemnified Party, or is insufficient to hold them harmless, then the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor or its shareholders on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party as well as any relevant equitable considerations, provided that the Indemnitor shall in any event contribute to the Losses paid or payable by the Indemnified Party as a result of such Claim, in such amount that is in excess of the amount of the Commission actually received by the Underwriters pursuant to this Agreement. In the case of liability arising out of the Offering Documents, the relative fault of the Corporation, on one hand, and of the Underwriters, on the other hand, shall be determined by reference, among other things, to whether the misrepresentation or alleged misrepresentation, order, inquiry, investigation or other matter or thing referred to in Section 13 relates to information supplied or which ought to have been supplied by, or steps or actions taken or done on behalf of or which ought to have been taken or done on behalf of the Corporation or the Underwriters and the parties' relative intent knowledge, access to information and opportunity to correct or prevent such misrepresentation or alleged misrepresentation, order, inquiry, investigation or other matter or thing referred to in Section 13. In no event, shall the Indemnified Parties be responsible to pay any amount in excess of the amount of the Commission actually received by it and the Indemnitor agrees not to seek or claim any such excess amounts in any circumstances. In the event that the Indemnitor may be entitled to contribution from the Indemnified Parties under the provisions of any statute or law, the Indemnitor shall be limited to contribution in any amount not exceeding the lesser of the portion of the Losses giving rise to such contribution for which the Underwriters are responsible and the amount of the Commission received by the Underwriters.

(3) Promptly after receipt of notice of the commencement of any legal proceeding against an Indemnified Party or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Underwriters will notify the Corporation in writing of the particulars thereof. The omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to an Indemnified Party except and only to the extent that any such delay in giving or failure to give notice as herein required prejudices the defense of such Claim or results in any material increase in the liability of the Indemnitor. The Indemnitor shall be entitled, at its own expense, to participate in and assume the defence of any Claim, provided such defence is conducted

by counsel of good standing acceptable to the Indemnified Party and the Indemnitor shall throughout the course thereof provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of all discussions and significant actions proposed in respect thereof. If such defence is not assumed by the Indemnitor, the Indemnified Parties shall throughout the course thereof provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of all discussions and significant actions proposed in respect thereof.

(4) Notwithstanding the foregoing paragraph, any Indemnified Party shall also have the right to employ separate counsel in any such Claim and participate in the defence thereof, and the fees and expenses of such counsel shall be borne by the Indemnified Party unless:

(a) the Corporation has failed, within 14 days after receipt of notice, to assume the defense of such Claim;

(b) the employment of separate counsel has been specifically authorized in writing by the Corporation;

(c) the named parties to any such Claim include both the Indemnitor and the Indemnified Parties and the Indemnified Parties have been advised by their counsel that representation of both parties by the same counsel would be inappropriate due to an actual or a potential conflict of interest; or

(d) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Indemnitor such that there may be a conflict of interest between the parties;

in which case such reasonable fees and expenses of such counsel to the Indemnified Parties shall be for the Indemnitor's account.

The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or any Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or any such authority shall investigate the Indemnitor and/or any Indemnified Party and the personnel of such Indemnified Party shall be required to testify in connection therewith or shall be required to participate or respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Indemnified Parties, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party monthly for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Indemnitor as they occur.

(5) A party hereunder shall not, without the other party's prior written consent, such consent not to be unreasonably withheld or delayed, settle, compromise or consent to the entry of

any judgment or make an admission of liability with respect to any Claims or seek to terminate any Claims in respect of which indemnification may be sought hereunder.

Neither party hereunder shall be liable for any such settlement of any Claim unless it has consented in writing to such settlement, such consent not to be unreasonably withheld.

(6) The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.

(7) The Indemnitor agrees to waive any right the Indemnitor may have of first requiring the Indemnified Party to proceed against or enforce any right, power, remedy, security or claim payment from any other person before claiming under this indemnity. The Indemnitor hereby acknowledges that the Underwriters are acting as trustees for each of the other Indemnified Parties of the Indemnitor's covenants under this indemnity and the Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

(8) The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties who are not signatories hereto and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation and the Indemnified Parties.

Section 15 Expenses and Commission

(1) In consideration of the services to be rendered by the Underwriters in connection with the Offering, at the Closing Time, the Corporation shall pay to Lead Underwriter, on behalf of the Underwriters, a cash fee (the "**Commission**") equal to 5.0% of the aggregate gross proceeds received from the sale of the Offered Shares (including for certainty on any exercise of the Over-Allotment Option). The Commission will be netted out of the gross proceeds of the Offering. The Lead Underwriter shall be entitled to receive, out of the Commission, a work fee equal to 5.0% of the Commission (the "**Work Fee**") (which, for greater certainty, shall not increase the amount payable by the Corporation to the Underwriters hereunder).

(2) Whether or not the purchase and sale of the Offered Shares shall be completed, all costs and expenses of or incidental to the sale and delivery of the Offered Shares and of or incidental to all matters in connection with the transactions herein shall be borne by the Corporation, including, without limitation: all expenses of or incidental to the issue, sale or distribution of the Offered Shares; the fees and expenses of the Corporation's counsel, auditors and independent experts; all costs incurred in connection with the preparation of documents relating to the Offering; all costs and expenses related to roadshows, marketing activities, printing, filing, distribution, stock exchange approval and other regulatory compliance; and the reasonable expenses and fees incurred by the Underwriters in entering into and performing their obligations under this Agreement (including, but not limited to, travel expenses in connection with due diligence and marketing activities, and fees and disbursements of the Underwriters' legal counsel) and including any expenses incurred

prior to the date of this Agreement and all taxes payable in respect of any of the foregoing. The Underwriters' expenses and the Commission will be netted out of the gross proceeds of the Offering and shall be payable on the Closing Date, provided that if the Offering is not completed, then such expenses will be payable by the Corporation immediately upon receipt of an invoice therefor from the Underwriters.

(3) The Underwriter's expenses and the Commission do not include any goods or services tax which may be applicable under part IX of the *Excise Tax Act* (Canada) ("**GST**"). The services provided by the Underwriters pursuant to this Agreement constitute "exempt financial services" or taxable supplies incidental to exempt financial services for the purposes of part IX of the *Excise Tax Act* (Canada) and hence the Commission will not be subject to GST. However, in the event that the Canada Revenue Agency determines that GST is exigible on the Commission, the Corporation shall forthwith pay the amount of such GST (together with any interest or penalties applicable thereto) to the Underwriters or to the Canada Revenue Agency, as applicable.

Section 16 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 and each of the Corporation and the Underwriters will use its respective commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in this Agreement that are in the control of the Corporation shall entitle the Underwriters to terminate their obligation to purchase the Offered Shares, by written notice to that effect given to the Corporation at or prior to the Closing Time. 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 the Underwriters any such waiver or extension must be in writing.

Section 17 Termination by Underwriters in Certain Events

(1) Each Underwriter shall also be entitled to terminate its obligation to purchase the Offered Shares by written notice to that effect given to the Corporation at or prior to the Closing Time if:

(a) *Restrictions on Distribution* – 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) (other than an inquiry, investigation, proceeding or order based upon the activities of the Underwriters), or there is a change in any law, rule or regulation, or the interpretation or administration thereof, which, in the reasonable opinion of the Underwriters, operates to prevent or restrict or otherwise materially adversely affect the distribution or trading of the Offered Shares;

(b) *Material Change* – there shall be any material change in the business, affairs, financial condition, prospects or capital of the Corporation and its subsidiaries, taken as a whole, or any change in any material fact or a new material fact, or there should be discovered any previously undisclosed material fact required to be disclosed in the Preliminary Prospectus, the Final Prospectus or any Prospectus Amendment which, in each case, in the reasonable opinion of the Underwriters (or any of them), has or could reasonably be expected to have a material adverse effect on the market price or value of the Offered Shares;

(c) *Disaster* – there should develop, occur or come into effect or existence any event, action, state, or condition or any action, law or regulation, inquiry, including, without limitation, war, plague, epidemic, pandemic, disease or other outbreak, terrorism, accident or major financial, political or economic occurrence of national or international consequence, or any action, government, law, regulation, inquiry or other occurrence of any nature, including in respect of the COVID-19 Pandemic but only to the extent that there are material adverse events related thereto after the date hereof or a new law or regulation or change in any law or regulation shall be enacted or proposed to take effect after the date hereof, 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 the U.S. or the business, operations or affairs of the Corporation or the market price or value of the Offered Shares;

(d) *Regulatory* – an order shall have been made or threatened to cease or suspend trading in the Offered Shares, or to otherwise prohibit or restrict in any manner the distribution or trading of the Offered Shares, or actions or proceedings are announced or commenced for the making of any such order by any securities regulatory authority or similar regulatory or judicial authority or the TSXV, which order has not been rescinded, revoked or withdrawn; or

(e) *Material Breach* – 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 or is false and cannot be expected to be cured or remedied prior to the Closing Time.

(2) If this Agreement is terminated by any of the Underwriters pursuant to Section 17(1), 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 14 and Section 15.

(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 17 shall not be binding upon the other Underwriters.

Section 18 Obligations of the Underwriters to be Several

(1) Subject to the terms and conditions hereof, the obligation of the Underwriters to purchase the Offered Shares shall be several and not joint. The percentage of the Offered Shares to be severally purchased and paid for by each of the Underwriters shall be as follows:

Cormark Securities Inc.	60.0%
Canaccord Genuity Corp.	20.0%
Beacon Securities Limited	7.5%
Raymond James Ltd.	7.5%
Scotia Capital Inc.	5.0%

(2) If an Underwriter (a "**Refusing Underwriter**") shall not complete the purchase and sale of the Initial Shares (the "**Defaulted Shares**") which such Underwriter has agreed to purchase hereunder for any reason whatsoever, the other Underwriters (the "**Continuing Underwriters**") shall be entitled, at their option, to purchase all but not less than all of the Defaulted Shares which would otherwise have been purchased by such Refusing Underwriter *pro rata* according to the number of Initial Shares to have been acquired by the Continuing Underwriters hereunder or in such proportion as the Continuing Underwriters shall agree in writing. If the Continuing Underwriters do not elect to purchase the Defaulted Shares pursuant to the foregoing:

(a) if the number of Defaulted Shares does not exceed 10% of the number of Initial Shares to be purchased hereunder, the Continuing Underwriters shall be obligated, severally, and not jointly, nor jointly and severally, to purchase the full amount thereof in the proportions that its respective underwriting obligations hereunder bear to the underwriting obligation of the Continuing Underwriters, or

(b) if the number of Defaulted Shares exceeds 10% of the number of Initial Shares to be purchased hereunder, the Continuing Underwriters may, but shall not be obligated to purchase any of the Defaulted Shares and the Corporation shall have the right to either: (i) proceed with the sale of the Initial Shares (less the Defaulted Shares) to the Continuing Underwriters; or (ii) terminate its obligations hereunder without liability to the Continuing Underwriters, except pursuant to the provisions of Section 13 and Section 15. Nothing in this Section 18 shall oblige the Corporation to sell to any or all of the Underwriters less than all of the Initial Shares to be sold at the Closing Time or shall relieve the Refusing Underwriter from liability to the Corporation or the Continuing Underwriters in respect of its default hereunder.

(3) Without affecting the firm obligation of the Underwriters to purchase the Initial Shares at the Offering Price in accordance with this Agreement, after the Underwriters have made reasonable effort to sell all of the Offered Shares at the Offering Price, the Offering Price may be decreased by the Underwriters and further changed from time to time to an amount not greater than the Offering Price specified herein. Such decrease in the Offering Price

will not affect the Commission to be paid by the Corporation to the Underwriters, and it will not decrease the amount of the net proceeds of the Offering to be paid by the Underwriters to the Corporation, before deducting expenses of the Offering. The Underwriters will inform the Corporation if the Offering Price is decreased.

Section 19 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered,

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

Kraken Robotics Inc.
189 Glencoe Drive
Mount Pearl, NL A1N 4P6

Attention: Greg Reid, President & Chief Executive Officer
Email: greid@krakenrobotics.com

with a copy of any such notice to:

Gowling WLG (Canada) LLP
100 King Street W., Suite 1600
Toronto, ON M5X 1G5

Attention: Ian Mitchell / Warren Cass
Email: Ian. Mitchell@gowlingwlg.com / Warren.Cass@gowlingwlg.com

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

Cormark Securities Inc.
200 Bay Street, Suite 1800
Toronto, Ontario M5J 2J2

Attention: Alfred Avanessy
Email: aavanessy@cormark.com

with a copy of any such notice to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Allan Goodman / Randy McAuley
Email: agoodman@goodmans.ca / rmcauley@goodmans.ca

The Corporation and the Underwriters may change their respective addresses for notices by notice given in the manner aforesaid. Any such notice or other communication shall be in writing, and

unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, shall be given by e-mail and shall be deemed to have been given when: (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; and (ii) in the case of a notice delivered or given by e-mail on the first Business Day following the day on which it is sent.

Section 20 Miscellaneous

(1) *Action of the Lead Underwriter*. Except with respect to Section 14, Section 17 and Section 18, all transactions and notices on behalf of the Underwriters hereunder or contemplated hereby may be carried out or given on behalf of the Underwriters by the Lead Underwriter and the Lead Underwriter shall in good faith discuss with the other Underwriter the nature of any such transactions and notices prior to giving effect thereto or the delivery thereof, as the case may be.

(2) *Successors and Assigns*. This Agreement shall enure to the benefit of, and shall be binding upon, the Underwriters and the Corporation and their respective successors and permitted assigns. No party may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.

(3) *Governing Law*. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(4) *Time of the Essence*. Time shall be of the essence hereof and, following any waiver or indulgence by any party, time shall again be of the essence hereof.

(5) *Interpretation*. The words, "hereunder", "hereof" and similar phrases mean and refer to the Agreement formed as a result of the acceptance by the Corporation of this offer by the Underwriters to purchase the Offered Shares.

(6) *Survival*. All representations, warranties, covenants and agreements of the Corporation and/or the Underwriters herein contained or contained in documents submitted pursuant to this Agreement and in connection with the transaction of purchase and sale herein contemplated shall survive for a period ending on the date that is two years following the Closing Date. Notwithstanding the preceding sentence, Section 14 shall survive the purchase and sale of the Offered Shares and the termination of this Agreement and shall continue in full force and effect for the benefit of the Underwriters or the Corporation, as the case may be, regardless of any subsequent disposition of the Offered Shares or any investigation by or on behalf of the Underwriters with respect thereto without limitation other than any limitation requirements of Applicable Law. The Underwriters and the Corporation shall be entitled to rely on the representations and warranties of the Corporation or the Underwriters, as the case may be, contained herein or delivered pursuant hereto notwithstanding any investigation which the Underwriters or the Corporation may undertake or which may be undertaken on their behalf.

(7) *Electronic Copies*. Each of the parties hereto shall be entitled to rely on delivery of a facsimile or PDF copy of this Agreement and acceptance by each such party of any such

facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

(8) *Severability*. If one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

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

(10) *Several and Joint*. In performing their respective obligations under this Agreement, the Underwriters shall be acting severally and not jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture between the Underwriters.

(11) *Market Stabilization Activities*. In connection with the distribution of the Offered Shares, 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.

(12) *No Fiduciary Duty*. The Corporation acknowledges that in connection with the Offering, the Underwriter: (i) have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Corporation or any other person, (ii) owe the Corporation only those duties and obligations set forth in this Agreement, and (iii) may have interests that differ from those of the Corporation. The Corporation waives to the full extent permitted by Applicable Law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the Offering.

(13) *Entire Agreement*. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings in respect of the Offering, including the engagement letter dated October 1, 2024, as amended. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties.

(14) *Further Assurances*. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

[Remainder of page intentionally left blank]

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

Yours very truly,

CORMARK SECURITIES INC.

By: *"Alfred Avanessy"*
Alfred Avanessy
Managing Director, Head of Investment Banking

CANACCORD GENUITY CORP.

By: *"Myles Hiscock"*
Myles Hiscock
Managing Director

BEACON SECURITIES LIMITED

By: *"Michael Flynn"*
Michael Flynn
Managing Director

RAYMOND JAMES LTD.

By: *"Marwan Kubursi"*
Marwan Kubursi
Managing Director

SCOTIA CAPITAL INC.

By: *"Kevin Berry"*
Kevin Berry
Managing Director

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

KRAKEN ROBOTICS INC.

By: *"Joe MacKay"*
Joe MacKay
Chief Financial Officer

SCHEDULE "A"
COMPLIANCE WITH UNITED STATES SECURITIES LAWS

1. Capitalized terms used in this Schedule "A" and not defined in this Schedule "A" has the meanings given in the Underwriting Agreement to which this Schedule "A" is annexed and the following terms has the meanings indicated:

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", 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 Shares and shall include, without limitation, the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of such Offered Shares;

"**Foreign Issuer**" means a "**foreign issuer**" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States, or (b) a national of any country other than the United States, or (c) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last Business Day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States, and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

"**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising", respectively, as used in Rule 502(c) of Regulation D, including, without limitation, advertisements, articles, notices or other communication published on the Internet or in any newspaper, magazine or similar media or broadcast over television, radio or on the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising or in any manner involving a public offering within the meaning of section 4(a)(2) of the U.S. Securities Act;

"**Offshore Transaction**" means "offshore transaction" as defined in Regulation S;

"**Selling Firms**" means the Underwriters together with other investment dealers and brokers which participate in the offer and sale of the Offered Shares under the terms of this Agreement, including this Schedule "A";

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

"**U.S. Purchaser**" means any purchaser of the Offered Shares that is, or is acting for the account or benefit of, a person in the United States, or any person offered the Offered Shares in the United States.

2. The Corporation represents, warrants and covenants to the Underwriters and the U.S. Affiliates that, as of the date of this Agreement and the Closing Time:

(a) the Corporation is a Foreign Issuer, and there is no Substantial U.S. Market Interest with respect to the Offered Shares or any other class of equity securities of the Corporation;

(b) none of the Corporation, its affiliates (as defined in Rule 405 under the U.S. Securities Act) or any person acting on its or their behalf (except for the Underwriters, their respective U.S. Affiliates and any person acting on their behalf, as to whom no representation, warranty or covenant is made) (i) has engaged or will engage in any Directed Selling Efforts, (ii) has taken or will take any action that would cause the exemption afforded by Rule 144A to be unavailable for offers and resales of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons in accordance with this Schedule "A", or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Shares in Offshore Transactions in accordance with the Underwriting Agreement, or (iii) has engaged in or will engage in any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act with respect to offers or sales of the Offered Shares to, or for the account or benefit of, persons in the United States;

(c) the Offered Shares satisfy the requirements set forth in Rule 144A(d)(3) under the U.S. Securities Act;

(d) so long as any Offered Shares which have been sold to, or for the account or benefit of, persons in the United States in reliance upon Rule 144A are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Corporation is neither exempt from reporting pursuant to Rule 12g3-2(b) of the U.S. Exchange Act nor subject to and in compliance with Section 13 or 15(d) of the U.S. Exchange Act, the Corporation will furnish to any holder of such Offered Shares and any prospective purchaser of the Offered Shares designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of such Offered Shares to effect resales under Rule 144A);

(e) except with respect to offers and resales of Offered Shares to (i) Qualified Institutional Buyers in reliance on Rule 144A, pursuant to the terms of this Agreement, none of the Corporation, any of its affiliates, or any person acting on their behalf has made or will make (i) any offer to sell, or any solicitation of an offer to buy, any Offered Shares in the United States or to, or for the account or

benefit of, U.S. Persons, or (ii) any sale of the Offered Shares unless, at the time the buy order was or will have been originated, the purchaser is outside the United States or the Corporation, its affiliates an any person acting on their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person;

(f) the Corporation is not, and after giving effect to the offer and sale of the Offered Shares and the application of the proceeds as described in the Prospectus, will not be, an "investment company" within the meaning of the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act;

(g) none of the Corporation or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Exchange Act;

(h) upon receipt of a written request from a purchaser that is, or is purchasing for the account or benefit of, a person in the United States, the Corporation shall make a determination if the Corporation is a "passive foreign investment company" (a "**PFIC**") within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), during any calendar year following the purchase of Offered Shares by such purchaser, and if the Corporation determines that it is a PFIC during such year, the Corporation will provide to such purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Corporation as a "qualified electing fund" for the purposes of the Code;

(i) the Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state Securities Laws to be filed by it in connection with the offer and sale of the Offered Shares;

(j) none of the Corporation, its affiliates or any person on any of their behalf (other than the Underwriters, their U.S. Affiliates, and any person acting on their behalf, as to whom no representation, warranty or covenant is made) has taken or will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the Offering; and

(k) the U.S. Private Placement Memorandum (and any other material or document prepared or distributed by or on behalf of the Corporation used in connection with offers and sales of the Offered Shares) include, or will include, statements to the effect that the Offered Shares have not been registered under the U.S. Securities Act and may not be offered or sold in the United States unless an exemption from the registration requirements of the U.S. Securities Act and all applicable state securities laws is available. Such statements have appeared, or will appear, (i) on the cover page of the U.S. Private Placement Memorandum; (ii) in the "Notice to Investors" section of the U.S. Private Placement Memorandum; and (iii) in any

press release or other public statement made or issued by the Corporation or anyone acting on the Corporation's behalf.

3. Each of the Underwriters, severally and not jointly, represents and warrants to the Corporation that, as of the date of this Agreement, the Closing Date and any Over-Allotment Closing Date:

(a) it acknowledges that the Offered Shares have not been and will not be registered under the U.S. Securities Laws or applicable state Securities Laws and may not be offered or resold in the United States or to, or for the account or benefit of, U.S. Persons, except pursuant to transactions exempt from or not subject to the registration requirements under the U.S. Securities Laws and exemptions from registration or notice requirements under applicable state Securities Laws. Accordingly, it has offered and resold, and will offer and resell, the Offered Shares forming part of its allotment only (a) in an Offshore Transaction in accordance with Rule 903 of Regulation S or (b) as provided in paragraphs 3(b) through 3(l) below. None of it, its U.S. Affiliate or any person acting on its or their behalf, has made or will make (except as permitted in paragraphs 3(b) through 3(l) below): (i) any offer to sell or any solicitation of an offer to buy, any Offered Shares in the United States or to, or for the account or benefit of, any U.S. Person in the United States; or (ii) any sale of Offered Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States and not a U.S. Person, or it, its U.S. Affiliate or persons acting on their behalf reasonably believed that such purchaser was outside the United States and not a U.S. Person. None of it, its U.S. Affiliate, or any persons acting on its or their behalf has engaged or will engaged in any Directed Selling Efforts;

(b) it has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Shares, except with its U.S. Affiliate, any U.S. Affiliate of any Selling Firms or with the prior written consent of the Corporation. It shall require each Selling Firm and its U.S. Affiliate to agree, for the benefit of the Corporation, to be bound by and to comply with, and shall use its commercially reasonable efforts to ensure that each Selling Firm and its U.S. Affiliate complies with, the provisions of this Schedule "A" as if such provisions applied to such Selling Firm or affiliate;

(c) all offers and sales of the Offered Shares by it in the United States or to, or for the account or benefit of, U.S. Persons have been and will be effected only by its U.S. Affiliate, and in all such cases in compliance with the U.S. Securities Laws and all other applicable United States federal and state laws relating to the registration and conduct of securities brokers and dealers and all applicable state Securities Laws;

(d) its U.S. Affiliate is, and will be on the date of each offer and sale of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state Securities Laws (unless exempt therefrom) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.;

(e) it and its affiliates have not solicited and will not solicit, either directly or through a person acting on its or their behalf, offers for, and have not offered to resell and will not offer to resell, Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons by any form of General Solicitation or General Advertising or have otherwise engaged or will engage in any conduct involving a public offering within the meaning of Section 4(a)(2) under the U.S. Securities Act in connection with the offer and sale of the Offered Shares;

(f) immediately prior to soliciting any offerees of Offered Shares in the United States or that are purchasing for the account or benefit of U.S. Persons, the Underwriter, its U.S. Affiliate and any person acting on its or their behalf had reasonable grounds to believe and did believe that each offeree solicited by it pursuant to Rule 144A was a Qualified Institutional Buyer, and at the time of completion of each sale of Offered Shares in the United States or to, or for the account or benefit of, such U.S. Person, the Underwriter, its U.S. Affiliate, and any person acting on its or their behalf will have reasonable ground to believe and will believe, that each purchaser thereof is a Qualified Institutional Buyer;

(g) each offeree of Offered Shares solicited by it that is, or is acting for the account or benefit of, a U.S. Person shall be provided with a copy of the U.S. Private Placement Memorandum and each purchaser of Offered Shares from it that is, or is acting for the account or benefit of, a U.S. Person shall be provided, prior to the time of its purchase of any Offered Shares, with a copy of the U.S. Private Placement Memorandum and no other written material will be used in connection with the offer and sale of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons;

(h) at least one Business Day prior to the time of delivery, the Corporation and its Transfer Agent will be provided with a list of all purchasers of the Offered Shares in the United States or purchasing for the account or benefit of, U.S. Persons solicited by it;

(i) prior to any sale of Offered Shares to a U.S. Purchaser, it shall cause each such U.S. Purchaser that is a Qualified Institutional Buyer purchasing such Offered Shares pursuant to Rule 144A to execute a Qualified Institutional Buyer Letter in the form attached as Exhibit I to the final U.S. Private Placement Memorandum;

(j) at the Closing, each Underwriter (together with its U.S. Affiliate) that participated in the offer of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, will provide a certificate, substantially in the form of Appendix I to this Schedule "A", relating to the manner of the offer and sale of the Offered Shares that in the United States or to, or for the account or benefit of, U.S. Persons, or will be deemed to have represented that neither it nor its U.S. Affiliate offered or sold Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons;

(k) neither it, nor any of its affiliates or any person acting on its or their behalf has taken or will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Shares; and

(l) it will inform, and will cause its U.S. Affiliate to inform, all purchasers of the Offered Shares in the United States or purchasing for the account or benefit of, U.S. Persons that by delivery of the U.S. Private Placement Memorandum the Offered Shares have not been and will not be registered under the U.S. Securities Act and are "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act and are being offered and sold to them without registration under the U.S. Securities Act in reliance upon an exemption from such registration pursuant to Rule 144A.

APPENDIX I TO SCHEDULE "A"

UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States or to, or for the account or benefit of, U.S. Persons of Offered Shares of Kraken Robotics Inc. (the "**Corporation**") pursuant to the underwriting agreement dated October 7, 2024, between the Corporation and the Underwriters named in the underwriting agreement (the "**Underwriting Agreement**"), each of the undersigned does hereby certify as follows:

(a) the U.S. Affiliate is a duly registered broker or dealer with the United States Securities and Exchange Commission, and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date of this certificate and on the date of each offer and resale of Offered Shares made by it, and all offers and resales of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons have been effected by the U.S. Affiliate in accordance with all applicable U.S. broker-dealer requirements;

(b) each purchaser of Offered Shares that is, or is acting for the account or benefit of, a U.S. Person solicited by us was, prior to the sale of Offered Shares to such purchaser, provided with a copy of the U.S. Private Placement Memorandum, and we and our U.S. Affiliates have not used and will not use any written material other than the U.S. Private Placement Memorandum in connection with the offering of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons;

(c) immediately prior to our transmitting the U.S. Private Placement Memorandum to offerees of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons we had reasonable grounds to believe, and did believe, that each offeree was a Qualified Institutional Buyer with whom we have a pre-existing relationship, and on the date of this certificate we continue to believe that each purchaser of the Offered Shares purchasing from us through our U.S. Affiliate is a Qualified Institutional Buyer;

(d) no form of General Solicitation or General Advertising was used by us or our U.S. Affiliate in connection with the offer or sale of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons;

(e) in connection with each sale of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons that are Qualified Institutional Buyers purchasing pursuant to Rule 144A solicited by us, we caused each such U.S. Purchaser to execute and deliver a Qualified Institutional Buyer Letter in the form of Exhibit I attached to the final U.S. Private Placement Memorandum;

(f) no Directed Selling Efforts were engaged in by us with respect to the offer or sale of the Offered Shares by us; and

(g) the offering of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons has been conducted by us in accordance with the Underwriting Agreement, including Schedule "A" to the Underwriting Agreement.

[remainder of page intentionally left blank]

Capitalized terms used in this certificate and not defined in this certificate have the meanings ascribed thereto in the Underwriting Agreement (including Schedule "A" to the Underwriting Agreement).

DATED the _____ day of _____, 2024.

[**UNDERWRITER**]

By:
Name:
Title:

[U.S. AFFILIATE]

By: _____
Name:
Title: